

**Letter of Engagement and Employment Contract**  
**Cooking for Love Pty Ltd**



## Scope

This following document describes the employment agreement between Cooking for Love Pty Ltd and Mr. Nominee.

|                          |  |
|--------------------------|--|
| <b>Entity Name:</b>      | Cooking for Love Pty Ltd                                   |
| <b>Business Name:</b>    | Cooking for Love   |
| <b>Business Address:</b> | 261 Collins Street.<br>Melbourne, 3000.<br>VIC, Australia. |
| <b>ABN:</b>              | 89 268 428 915   |
| <b>Employee:</b>         | Mr. Client Name  |
| <b>Date:</b>             | 31 <sup>st</sup> December 2013                             |

Dear Mr. Nominee,

I am pleased to offer you employment in the position of Cook with us at Cooking for Love Pty Ltd trading as Cooking for Love ('the employer') on the terms and conditions set out in this letter.

### 1. Position

- 1.1 Your start date will be 6<sup>st</sup> January 2014. However your employment is subject to approval of your nomination and Visa from the Department of Immigration and Border Protection, Australia.
- 1.2 Your employment will be Full-Time. You will be employed with us on RSMS Subclass 187 VISA. All standard conditions of RSMS will be applicable.
- 1.3 The duties of this position are set out in the **attached** position description. You will be required to perform these duties, and any other duties the employer may assign to you, having regard to your skills, training and experience.
- 1.4 You will be required to perform your duties at 261 Collins Street, Melbourne 3000, or elsewhere as reasonably directed by the employer.
- 1.5 You will report to Mr. Director, who holds the position of Director.

### 2. Probation

- 2.1 A probation period will apply for the first three months of your employment. During this time we will assess your progress and performance in the position.
- 2.2 During the probation period you or the employer may end your employment by providing notice in accordance with the table in clause 8.1 below.

### 3. Terms and conditions of employment

- 3.1 Unless more generous provisions are provided in this letter, the terms and conditions of your employment will be those set out as in the attached Restaurant Industry Award 2010 as published by the Office of the Fair Work Ombudsman and applicable legislation. This includes, but is not limited to, the attached National Employment Standards in the Fair Work Act 2009. Neither the Restaurant Industry Award 2010 nor any applicable legislation are incorporated into your contract of employment.

#### 4. Ordinary hours of work

- 4.1 Your ordinary hours of work will be 38 full-time per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the employer.
- 4.2 Your ordinary hours of work may be averaged according to the attached Restaurant Industry Award 2010 or the attached National Employment Standards set weekly periods.

#### 5. Remuneration

- 5.1 You will be paid \$54,000 per annum on the Friday of each fortnight.
- 5.2 The employer will also make superannuation payments on your behalf in accordance with the Superannuation Guarantee (Administration) Act 1992.
- 5.3 Your remuneration will be reviewed annually and may be increased at the employer's discretion.

#### 6. Leave

- 6.1 You are entitled to leave (e.g. annual leave, personal leave, carers leave, compassionate leave, parental leave, community service leave and long service leave) in accordance with the attached Restaurant Industry Award 2010 and the attached National Employment Standards.

#### 7. Your obligations to the employer

- 7.1 You will be required to:
  - (a) Perform all duties to the best of your ability at all times;
  - (b) Use your best endeavours to promote and protect the interests of the employer; and
  - (c) Follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.

#### 8. Termination of employment

- 8.1 Under the Fair Work Act 2009 the employer may terminate your employment at any time by providing you with notice in writing in accordance with this table:

| Length of continuous service with employer | Period of notice |
|--|------------------|
| During Probation                           | 1 day            |
| Not more than 1 year                       | 1 week           |
| More than 1 year but less than 3 years     | 2 weeks          |
| More than 3 years but less than 5 years    | 3 weeks          |
| More than 5 years                          | 4 weeks          |

- 8.2 You are entitled to an additional week's notice if you are over 45 years old and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.

- 8.3 If you wish to terminate your employment you are required to provide the employer with prior notice in accordance with the table at 8.1 above.
- 8.4 In the event of gross misconduct or gross negligence on your part, we reserve the right to terminate your employment immediately and the above notice period will not apply. You agree that we may, at our discretion, pay you compensation in lieu of any notice period. You will not be entitled to any additional compensation in respect of any holiday pay that would otherwise have accrued during your notice period.
- 8.5. Where your employment is terminated by reason only of the sale, transfer or amalgamation by us of the whole or any part of the business name or any one of our businesses, we will be under no obligation to pay compensation for redundancy if the part being sold transferred or amalgamation has offered you continuation of employment on terms of employment no less favorable and agrees to treat service with us as if it were continuous service with the new employer.

## 9. Confidentiality

- 9.1 By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the employer, including but not limited to client lists, trade secrets, client details and pricing structures.

## 10. Entire agreement

- 10.1 The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the employer.
- 10.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.

**If you have any questions about the terms and conditions of employment, please don't hesitate to contact Mr. Director.**

Employees and employers may also seek information about minimum terms and conditions of employment from the Fair Work Ombudsman. You can contact them on 13 13 94 or visit their website at [www.fairwork.gov.au](http://www.fairwork.gov.au).

**To accept this offer of employment please return a signed and dated copy of this letter to Mr. Director of by / / .**

Yours sincerely,

Name:

Position:

I, Mr. Nominee, have read and understood this letter and accept the offer of employment from Cooking for Love Pty Ltd on the terms and conditions set out in the letter.

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/

Print  
name:

\_\_\_\_\_

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

## **POSITION DESCRIPTION**

### Cook

Cooks at Bottom of the Heart prepare and cook food and have the following Tasks and Duties:

Tasks and Duties:

- Check food to ensure its quality.
- Regulate temperatures of ovens, grills and other cooking equipment.
- Prepare food for cooking.
- Cook food by a range of methods (baking, braising, frying, roasting or steaming, for example).
- Divide food into portions and ensure the food is well presented.
- Clean food preparation areas and equipment.
- Store food in temperature-controlled facilities.
- Receive and store supplies.
- Ensure the kitchen is hygienic and functional.
- Plan menus and estimate food requirements.
- Prepare food to meet special dietary requirements.
- Train and supervise other staff.

The Directors of Bottom of the Heart require our cooks to have the following personal attributes:

Personal Requirements:

- Enjoy cooking.
- A high level of personal hygiene.
- Able to manage time and work under pressure.
- Good communication skills.
- Punctuality.
- Able to stay calm in difficult situations.
- Able to work well in a team.

## **SCHEDULE OF ADDITIONAL TERMS AND CONDITIONS**

### Commission

Any Commission amounts earned shall be payable in accordance with the relevant commission plan structure which will be provided to you by your manager. Variations to the commission plan structure may vary from time to time.

### Deductions

We reserve the right while you are working for us, or if your employment is terminated for any reason, to deduct from your remuneration any amount owed by you to us including, but not limited to, any outstanding loans, missing stock, advances or the cost of repairing any damage or recovering any loss to our property that is caused by you and any excess pay.

### Non-Competition

Unless we otherwise agree, you must not during your employment with us be directly or indirectly involved in any work with or for any person, firm or company, which is engaged in business that is in competition with us.

You must not, at any time after the termination of your employment, falsely represent yourself as being interested in or employed by, or in any way connected with our company.

### Policies and Procedures

It is not intended that this contract define and determine all of the rights and obligations of the parties during your employment. The company maintains and regularly updates a set of policies. You agree to remain familiar with these policies throughout your employment, and to comply with directives and procedures stated in these policies, as they operate from time to time. If you do not have access to these policies, Director will provide for, upon your request, policies and procedures that may impact on your employment.

### Variation

Services shall have the right to vary its policies and procedures at any time upon notice to the employee, providing that such variations does not constitute a variation in the basic terms and conditions of employment of the Employee, as set out in this offer.

You will be employed as Cook, to carry out the duties set out in the document set out in this offer. The Directors will have the right to add to or vary this position so as to reasonably require you to perform additional duties.

### Company Information and Property

During the course of your employment, information that is confidential to us, our customers and suppliers, will come to your attention. All information about our businesses or business dealings, the business or business dealing of our suppliers and customers is totally confidential. This includes, for example, customer lists or customer requirements, price lists or pricing structures, marketing or sales information, business plans, financial information, contracts, any document marked "confidential" and any information which you may have been told is confidential or which you might reasonably expect us or our suppliers or customers would regard as confidential.

Given our obligations to our customers and suppliers and the importance of protecting ourselves against the competitive disadvantage of confidential information being disclosed to external people you are required during your employment with us and at all times after your employment to maintain the confidentiality of all confidential information disclosed to you during your employment with us. We may also require you from time to time to sign additional non-disclosure documents relating to the confidentiality. Please note that we have the right to inform your future employers that you have signed any non-disclosure agreements.

During your employment after termination you must not disclose the confidential information to another person, company or business organisation and you must not use, memorise or make any copy or summarise the confidential information other than in accordance with the requirements of your job. Confidential information will only cease to be confidential if it becomes publicly known, other than as a result of a breach of a confidentiality obligation.

In addition, you must not permit or assist another person to disclose the confidential information and you are required to actively take steps to prevent any unauthorised publication of confidential information. You are required to immediately notify the Director.