



**THIS EMPLOYMENT CONTRACT
(this "Agreement")**

Dated 21/12/2022

BETWEEN:

**Iris Unicorn Pty Ltd
of
6 Janine Haines Terrace,
COOMBS ACT 2611
(the "Employer")
OF THE FIRST PART**

AND

**Aparna Varghese
of
27 Porter Street,
Wright ACT 2611
(the "Employee")
OF THE SECOND PART**

Dear Aparna,

Welcome to Iris Life Care (Employer)

This contract sets out the terms and conditions of your employment.

BACKGROUND:

- A. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. Commencement Date and Term

- i. The Employee will commence CASUAL employment with the Employer on the 21/12/2022 (the "Commencement Date").
- ii. The Employee must successfully complete a probationary period of Six (6) months (the "Probationary Period") beginning on the Commencement Date. At any time during the Probationary Period, as and where permitted by law, the Employer will have the right to terminate employment without any notice or compensation to the Employee other than wages owed for hours of work already completed.

2. Job Title and Description

- i. The initial job title of the Employee will be the following:
POSITION: Disability Support Worker (DSW) - The initial job duties the Employee will be expected to perform will be specified in the attached Position Description.
- ii. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.
- iii. The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
- iv. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer or after a notice period required under law.
- v. The Employee agrees to abide by the Employer's rules, regulations, policies and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.
- vi. During employment employee agrees to:
 - a. Devote the whole time, attention and skill during normal working hours and at other times as reasonably necessary to perform your duties;
 - b. Perform the duties reasonably required or directed by the Employer from time to time, irrespective of which position you hold;
 - c. Follow and comply with all reasonable and lawful directions given to you by the Employer;
 - d. Be faithful and diligent, and actively pursue the Employer's best interests at all times;
 - e. Not compete, directly or indirectly, with the Employer;

- f. Not, in connection with your employment with the Employer, accept any financial or other benefit except from the Employer, unless such benefit is disclosed to the Employer and it expressly permits you to accept it;
- g. Not conduct yourself in a manner, whether during or after work hours, that in the opinion of the Employer causes damage or potential damage to the Employer's property or reputation;
- h. Not use internet, email or voicemail at the Employer's workplace for excessive personal use, to view or distribute offensive or illegal material, or in any manner not consistent with the Employer's workplace policies;
- i. Not unlawfully discriminate against, sexually harass or bully another person in any manner related to your employment or the Employer's business
- j. Not engage in any employment or provide any services to any person or entity other than the Employer during your employment without the Employer's prior written consent

3. Employee Compensation

- i. Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include an hourly wage at the rate of \$29.00 per hour as well as any compensation paid for Overtime Hours where required. Employee payment is in line with the Social Community Services Award 2010.
- ii. This Compensation will be payable fortnightly while this Agreement is in force. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.
- iii. The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.
- iv. In cases where Overtime Hours are worked in a period, overtime will be paid as required by law.
- v. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

4. Superannuation

- i. The Employer will make compulsory superannuation contributions on the Employee's behalf to the Employee's approved superannuation fund at the minimum level required to avoid the imposition of a superannuation guarantee charge under Federal superannuation legislation.
- ii. On or about the Commencement Date, the Employee must notify the Employer of their nominated complying superannuation fund.

5. Place of Work

- i. The Employment will be at various locations as may be reasonably required by the Employer from time to time, and in accordance with operational requirements and Service User needs
- ii. Without limiting the above, the Employee may be required to temporarily or permanently transfer to another location than their usual place of work, giving consideration to the Employee's circumstances and the operational requirements of the Employer. As part of this transfer, the Employee's shift times may vary, depending on the needs of Service Users at each location.

6. Time of Work

- i. The Employee's normal hours of work, including breaks, ("Normal Hours of Work") are as follows:
Casual Employee.

- ii. However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by the Employer to meet the business needs of the Employer.

7. Employee Benefits

- i. The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's handbook and policy documents or as required by law.
- ii. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

8. Other Leave and Minimum Conditions of Employment

- i. Leave will be provided in accordance with Iris Life Care policy, organisational procedures and any relevant legislation that applies to the Employee. As a casual employee, the Employee has no entitlement to leave (Paid or unpaid), other than Long Service Leave (refer to clause ii below).
- ii. Long Service Leave will be in accordance with the Long Service Leave (Portable Schemes) Act 2009.
- iii. In the event of any inconsistency between the leave entitlements provided for under this agreement, and the leave entitlements provided for under any relevant and current legislation that applies to the Employee, the legislative provisions will prevail.

9. Conflict of Interest

- i. The Employee is required to immediately disclose any potential, perceived or actual conflict of interest (whether direct or indirect) that may give rise to a conflict with the performance of employment obligations to the Employer, or the Employer's business or reputational interests. The Employer may require you to take action to eliminate or reduce any such conflict. In the event that in the opinion of the Employer, employee fail or refuse to declare any such conflict, or to resolve it in a manner satisfactory to the Employer in accordance with its directions, then notwithstanding any other provision of this contract, the Employer may terminate employment.
- ii. During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

10. Workplace Policies

- i. The Employer may from time to time have written workplace policies in place which deal with a variety of matters concerning how the workplace operates, procedures to be followed and expectations in relation to particular aspects of the business. The purpose of these policies is to make clear what the Employer expects from employee in relation to the aspect of the business dealt with by the policy.
- ii. Employee agrees to be familiar with the content of all such policies, and to comply with their terms at all times. Any failure to do so may result in disciplinary action up to and including termination of employment. If uncertain of where these policies are located or what obligations they impose, employee have an express obligation to raise this with your manager. Manager will then provide with, or direct to, the required information.
- iii. To the extent that the policies describe benefits and entitlements for the Employee or impose any obligations on the Employer, these are discretionary in nature and are not intended to be

contractual. The terms and conditions of your employment that are intended to be contractual are set out in this contract.

- iv. The Employer may unilaterally introduce, vary, remove or replace policies at any time during the course of your employment.

11. Privacy

- v. You consent to the Employer collecting and using personal information and sensitive personal information as defined in the Privacy Act 1988 (Cth) for any purpose relating to your employment with the Employer. The personal information will be held in a secure location.
- vi. You also consent to the Employer disclosing personal information and sensitive personal information about you to other persons for reasons relating to your employment or for the Employer's business requirements. These persons include the Australian Tax Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers on sale of business and law enforcement bodies.
- vii. You also consent to the Employer disclosing your personal information and image or likeness for marketing purposes including on the Employer's website.
- viii. This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and effect indefinitely.

12. Non-Competition

- i. The Employee agrees that during the Employee's term of active employment with the Employer and for a period of two (2) years after the end of that term, the Employee will not, directly or indirectly, as employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others engage in any business that is in competition with the business of the Employer within any geographic area in or around Canberra ACT, in which the Employer conducts its business or the Employee's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Employer conducts its business.

13. Non-Solicitation

- i. The Employee understands and agrees that any attempt on the part of the Employee to induce other employees or clients to leave the organisation, or any effort by the Employee to interfere with the Employer's relationship with its other employees and clients would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer and for a period of two (2) years after the end of that term, the Employee will not in any way, directly or indirectly:
 - a. Induce or attempt to induce any employee or clients of the organisation to quit employment or service with the Employer;
 - b. Otherwise interfere with or disrupt the Organisation's relationship with its employees and clients;
 - c. Discuss employment opportunities or provide information about competitive employment to any of the employees or
 - d. Solicit, entice, or hire away any employee of the organisation for the purpose of an employment opportunity that is in competition with the Employer.
- ii. This non-solicitation obligation as described in this section will be limited to employees or clients who were employees or service users of the Organisation during the period that the Employee was employed by the Employer.
- iii. During the term of the Employee's active employment with the Employer, and for two (2) years thereafter, the Employee will not divert or attempt to divert from the Employer any business the

Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employee's employment with the Employer.

14. Confidential Information

- i. During and after your employment, you must:
 - Keep all Confidential Information secret and confidential;
 - Take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information;
 - Not disclose any Confidential Information to any third party; and Not use any part of or make copies of any Confidential Information, except:
 - As reasonably required in the ordinary and proper course of your employment;
 - To the extent required by law; or If the Employer's written consent is first obtained.
- ii. "Confidential Information" means any information relating to the business or affairs of the Employer, its clients or it's Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)), that is not in the public domain including, but not limited to, any document, record, computer file, lists of current or former clients, trade secrets, customer or client details and information, product or service information, teaching methods, sales and marketing information, lists of prospective clients or customers, information relating to any computer systems or software, financial information, discovery, invention, drawing, design, strategy, plan, data, report, process, proposal, budget, idea, concept or know how.
- iii. This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and effect indefinitely.

15. Return of Confidential Information

- i. The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, of this employment, the Employee will turn over to the Employer all Confidential Information belonging to the Employer, including but not limited to, all documents, plans, specifications, disks or media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that:
 - a) May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b) Is connected with or derived from the Employee's employment with the Employer.

16. Contract Binding Authority

- i. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

17. Severability

- i. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

18. Further conditions of employment

25.1 Working with vulnerable people (WWVP) and Police Checks

- i. The Employee acknowledges that it is an inherent requirement and condition of their Employment that they hold a valid WWVP registration and satisfactorily complete a police check, prior to the Commencement Date of employment. The Employee further acknowledges that the Employment is conditional on their continued holding of a valid WWVP registration and satisfactory relevant criminal record. It is the Employee's responsibility to demonstrate compliance with this clause
- ii. If the Employee fails to renew their WWVP registration prior to expiry or fails to demonstrate they have current valid WWVP registration, they may be required to take leave without pay until they are able to produce a valid WWVP registration.
- iii. If, for any reason, the Employee's WWVP registration is
 - a) Cancelled, suspended, or surrendered;
 - b) Unable to be renewed; or
 - c) Conditions are imposed on the Employee that are inconsistent with them working with vulnerable people,

The Employer reserves the right to terminate the Employee's employment in accordance with this Agreement.

- i. If, at any point during the course of the Employment, the Employee is charged or convicted of a criminal offence relevant to their employment, the Employer reserves the right to terminate the Employee's Employment in accordance with this Agreement.
- ii. If the Employee is charged or convicted of any new relevant offences since the registration of their WWVP card, the Employee must disclose this information to Access Canberra within ten (10) days of the offence in accordance with the Working With Vulnerable People (Background Checking) Act 2011.
- iii. If at any point during the course of the Employment, the Employee's circumstances change such that they are no longer eligible to hold a WWVP registration or is convicted of a criminal offence relevant to their Employment, the Employee is required to inform the Employer of these circumstances as soon as reasonably practicable.

19. Stand-down and Suspension

- i. The Employer may stand you down from your employment either with or without pay during a period in which you cannot usefully be employed, in accordance with section 524 of the Fair Work Act 2009 (Cth).
- ii. If you are under investigation for alleged conduct that would be in breach of your obligations to the Employer, the Employer may suspend you either with or without pay while the investigation is being conducted.
- iii. The decision as to pay referred to in this clause is at the absolute discretion of the Employer.

20. Termination of Employment

20.1 Summary Dismissal

- i. The Employer may terminate the Employment without prior notice if the Employee is found to have engaged in serious misconduct, including if the Employee:
 - a. engages in a material breach of this Agreement;
 - b. is guilty of serious or persistent misconduct or wilful neglect in the discharge of their Duties, including engaging in any theft, fraud, or assault;
 - c. fails to carry out a lawful and reasonable direction;
 - d. is intoxicated at work such that the Employee is unable to perform their Duties;

- e. Disobey or refuse to carry out a lawful direction of the Employer;
 - f. engages in conduct that causes a serious risk to health and safety, or to the reputation, viability or profitability of the Employer or its business;
 - g. acts in a manner that is likely to seriously injure the reputation or interests of the Employer;
 - h. wilful destruction or damage of Employer assets;
 - i. Cease to be legally entitled to perform work in Australia;
 - j. Commit any act of bankruptcy or compound with creditors
 - k. is charged with or convicted of any criminal offence (other than a traffic offence) which, in the opinion of the Employer, may embarrass or bring the Employee or the Employer into disrepute; or
- ii. If the Employment is terminated under clause 22.2, the Employee is not entitled to receive any payment in lieu of notice or any other form of compensation.

20.2 Recovery of overpayments and amounts owing

- i. Employee agree that, to the extent permitted by law, the Employer may make deductions from any amount payable:
 - a. Where the deduction amount relates to any overpayment of wages or other benefit or entitlement (including without limitation paid leave in advance of accrual);
 - b. Where the deduction amount relates to the reasonable cost or repair of any equipment or property damaged, lost or not returned to the Employer;
- ii. You acknowledge that these deductions will be to your benefit as they will discharge any debts owed by you to the Employer.
- iii. You agree to execute any separate written document necessary to give effect to any such deduction. This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and effect indefinitely.

21. Return of Property

- i. On termination of the Employment, for any reason and by either party, including on the basis of repudiation of this Agreement, the Employee will immediately deliver up to the Employer all property belonging to the Employer which is held by or under the control of the Employee including, but not limited to, the Employer's documents, any documents incorporating or referring to any of the Confidential Information (including without limitation any Inventions) and any property provided in connection with the Employment.

22. Notices

- i. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

a. Employer:

Name:	Iris Unicorn Pty Ltd
Address:	6 Janine Haines Terrace, COOMBS ACT 2611
Email:	Iris.outlook@outlook.com

b. Employee:

Name:	Aparna Varghese
Address:	27 Porter Street, Wright ACT 2611
Email:	Aparnavarghese98@gmail.com

23. General Provision

23.1 Governing Law

- i. This Agreement is governed by the law in force in the Australian Capital Territory.
- ii. The Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory or any competent Federal court exercising jurisdiction in the Australian Capital Territory. The dispute must be determined in accordance with the law and practice applicable in the court.

23.2 Entire Agreement

- i. This Agreement:
 - a. contains the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
 - b. supersedes any prior agreement or understanding on anything connected with that subject matter.
- ii. Each Party has entered into this Agreement without relying on any representation by any other Party or person purporting to represent that Party.

23.3 Counterparts

- i. This Agreement may be executed in counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

23.4 Variation

- i. Any amendment or variation to this Agreement is not effective unless it is in writing and signed by both Parties.

23.5 Acknowledgment

- i. The Employee acknowledges that the Employee has entered into this Agreement without duress, and after having had the opportunity to take independent expert advice including legal advice on its terms and their effect.

23.6 Further acts and documents

- i. Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Agreement.

23.7 Reading Down and Severance

- i. If any provision of this Agreement is void, voidable, unenforceable or illegal in its terms but would not be void, voidable, unenforceable or illegal if it were read down or severed and it is capable of being read down or severed, then that provision will be read down or severed accordingly. The remainder of this Agreement will be of full force and effect

23.8 Consents and approvals

- i. A consent or approval required under this Agreement from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this Agreement expressly provides otherwise

23.9 Continuing obligations

- i. Any provision of this Agreement remaining to be performed or observed by the Employee or the Employer, or having effect after the termination of this Agreement by either party and for whatever reason, including on the basis of repudiation by either party, remains in full force and effect and is binding on the Employee and the Employer.

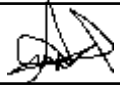
23.10 No Waiver

- i. Failure or omission by the Employer at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision, or the right of the Employer to avail itself of the remedies it may have in respect of any breach of a provision, in any way

23.11 General

- i. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- ii. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.
- iii. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- iv. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.
- v. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

If you accept the terms contained in this contract, please sign the declaration below and initial all the pages.

EMPLOYER Iris Unicorn Pty Ltd	
NAME:	Suresh Kovath
POSITION:	Director
SIGNATURE:	<i>suresh</i>
DATE:	08/01/2023
EMPLOYEE	
NAME:	APARNA VARGHESE
SIGNATURE:	
DATE:	8/01/2023