

INDIVIDUAL EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[insert name of company]
a [describe type of company / body corporate]
governed by the laws of New Zealand
having a head office at _____ [street address]
(hereinafter the "Employer")

OF THE FIRST PART

- and -

[insert name of employee]
an individual residing at _____ [street
address]
[city / town], New Zealand
(hereinafter the "Employee")

OF THE SECOND PART

WHEREAS:

- A. The Employer agrees to employ the Employee and the Employee agrees to work for the Employer subject to the terms and conditions contained in the Agreement; and
- B. The Employee represents that the Employee has the required skills and experience to perform the duties required of the Employee.

NOW THEREFORE in consideration of the premises contained in this Agreement, the employment of the Employee, the payment by the Employer to the Employee of the remunerations agreed on in this Agreement, and the *Employment Relations Act 2000* (and any amendments thereof), the parties covenant and agree as follows:

1. Employment and Duties

1.1 The Employer hereby agrees to employ the Employee as a _____ [insert position], and the Employee agrees to work for the Employer as a _____ [insert position] at the remuneration and on the terms and conditions contained in this Agreement.

1.2 The Employee shall commence employment on the [##] day of [month], [year] at [##:##] am and shall continue employment until terminated by either party in accordance with this Agreement.

1.3 The Employee's normal hours of work shall be from [##:##] am/pm to [##:##] am/pm on [day of week] to [day of week] for a total of [##] hours per week.

1.4 The Employee shall perform all of the duties that the Employer shall, from time to time, reasonably assign to the Employee, including, without limitation, those duties set forth in Schedule "A" attached to this Agreement (hereinafter the "Duties and Responsibilities").

1.5 The Employee shall perform his/her Duties and Responsibilities at the following location:

[insert full address of location]

1.6 The Employee shall report to the [insert position] or to any other representative or agent of the Employer as designated by the Employer from time to time.

1.7 The Employee shall devote the Employee's full time and attention to the Employee's Duties and Responsibilities during the hours of employment as stated in Section 1.3 herein, and shall do all in the Employee's power to promote, develop and extend the business of the Employer.

1.8 The Employee acknowledges and agrees that effective performance of the Employee's Duties and Responsibilities requires the highest level of integrity and the Employer's complete confidence in the Employee's relationship with other employees of the Employer and with all persons dealt with by the Employee in the course of employment.

1.9 The Employee shall not, directly or indirectly, engage in other personal or business activities that are either in competition with the Employer's business or that affect the ability of the Employee to devote the Employee's full time and attention to his Duties and Responsibilities, unless prior written consent of the Employer is first obtained.

1.10 The Employee acknowledges that in addition to or in substitution for working the usual hours during the business day, the Employer may require the Employee to work evenings, weekends or both, as well as such other times as extraordinary circumstances may require.