



Oliver's Employment Services Pty Ltd  
ABN: 40 619 398 953  
PO Box 3678  
Tuggerah NSW 2950  
(02) 4353 8055  
[healthyfastfood.com](http://healthyfastfood.com)

9<sup>th</sup> April 2021

**Private & confidential**

Joseph Penman

Email: [joe\\_penman@yahoo.co.uk](mailto:joe_penman@yahoo.co.uk)

Dear Joseph,

As your recent interview with Harry Kamitsis, we are very pleased to offer you a Full-time position as per the enclosed employment agreement.

We intend to make these changes starting Wednesday TBC 2021.

In order to implement this change, you will need to accept the offer by signing the enclosed employment agreement, scan and return a copy to your manager and a copy to [payroll@oliversrealfood.com.au](mailto:payroll@oliversrealfood.com.au) by TBC 2021

If you have any questions or wish to discuss please feel free to call me on the number above or speak directly with Harry.

Regards,

Tanya Loxton  
People Operations Manager



# Employment Agreement

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**Oliver's Employment Services Pty Ltd  
(Company)**

**Joseph Penman (you)**

# Employment Agreement

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Date TBC 2021

## Parties

Name Oliver's Employment Services Pty Ltd

Short form name **Company**  
Notice details 10 Amsterdam Circuit, Wyong NSW 2259

Name Joseph Penmen

Short form name **You**

## Background

The Company is pleased to offer you employment with the Company on the terms set out in this employment agreement.

## Agreed Terms

### 1. Position

- 1.1 You are employed on a full-time basis in the position set out in **Schedule 1** or such other position determined by the Company from time to time.
- 1.2 You are based the location set out in **Schedule 1** but may be required to work at other locations.
- 1.3 You are required to report to the person occupying the Reporting position nominated in **Schedule 1**, or any other person nominated by the Company from time to time.

### 2. Commencement

- 2.1 Your employment under this Agreement will commence on the date set out in **Schedule 1 (Commencement Date)**.

### 3. Probation

- 3.1 The initial six (6) months of your employment will be probationary (this contract period is included). At the completion of this probationary period your performance and suitability will be assessed and a decision made as to the confirmation of your ongoing employment in this role.
- 3.2 The Company may, at its sole discretion, extend this trial period for a further three (3) months and this extended period will then be defined as the trial period for the purpose of this agreement.

- 3.3 During the probationary period (whether or not this period is extended) the Company may terminate your employment by the Company giving you one week's notice in writing by the Company paying the Employee one week's base salary in lieu of notices.

#### 4. **Hours**

You are required to work during the Company's ordinary business hours, unless otherwise agreed by the Company. You will need to be flexible about when you work, you will be required to work such hours as are necessary to perform your duties and responsibilities.

You are required to work weekends, holiday periods and public holidays. You acknowledge that this is reasonable and is part of your role, and that this is reflected in your rate of Remuneration, which is to compensate you for all hours you work.

#### 5. **Remuneration**

- 5.1 The Company will pay you a Base Salary in accordance with **Schedule 1** subject to, and in consideration of, you performing your duties under this Agreement and less all applicable taxes.
- 5.2 Your Base Salary will be paid in equal **weekly** instalments by electronic funds transfer. Your first and last instalments will be proportionate if necessary. The Company may change both the pay period and the date of payment.
- 5.3 Your Base Salary may be reviewed from time to time in accordance with Company policy but will not necessarily be increased.
- 5.4 In addition to your Base Salary, the Company will make superannuation contributions for you into a superannuation fund nominated by the Company, or where required by law, nominated by you. These superannuation contributions will equal the minimum level of superannuation contributions which the Company must make for you in order to avoid the imposition of the superannuation guarantee charge under superannuation guarantee legislation as amended from time to time (**Contributions**).
- 5.5 You must do everything necessary for the Company to make the Contributions.
- 5.6 To the extent permitted by law, you irrevocably authorise the Company to deduct from your remuneration any previous overpayments of remuneration or other amounts which you owe to the Company. You acknowledge that this is reasonable and part of an arrangement which is principally for your benefit.

#### 6. **Your Duties**

- 6.1 You must:
- (a) perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time (including in the position description provided to you in **Schedule 2**), whether during or outside its business hours, at such places as the Company reasonably requires and for the benefit of whoever the Company directs (including any Group Member or a third party);
  - (b) serve the Company faithfully and diligently to the best of your ability;

- (c) use all reasonable efforts to promote the interests of the Company and the Group;
- (d) act in the Company's and Group's best interests;
- (e) comply with all lawful directions of the Company;
- (f) devote your time and attention during the Company's business hours exclusively to the discharge of your duties except as may be permitted in writing by the Company;
- (g) comply with all laws applicable to your position and the duties assigned to you;  
and
- (h) report to the person or persons nominated by the Company from time to time.

#### **7. Change to position, duties or location**

Your employment by the Company will continue to be subject to the terms of this Agreement, including the termination provision in **clause 14**, unless varied or replaced by an agreement in writing, despite any change to your position, duties, location of work or reporting responsibilities.

#### **8. Travel**

You acknowledge that as part of your role, you may be required to undertake interstate and other travel. You must make such journeys on the business of the Group as may be reasonably required by the Company, using such transport as the Company determines.

#### **9. Business Expenses**

- 9.1 Subject to **clause 9.2**, the Company will pay for or reimburse you for your reasonable work-related expenses approved by the Company subject to you providing the appropriate receipts and tax invoices as required by the Company.
- 9.2 The Company will approve any work-related expense incurred in accordance with the relevant Company policy.

#### **10. Annual Leave**

- 10.1 You are entitled to annual leave in accordance with applicable legislation.
- 10.2 Under legislation, full time employees are currently entitled to 20 days' annual leave in each 12 months of service.
- 10.3 The Company may direct you to take annual leave at any time by providing you with one month's notice including, without limitation:
  - (a) during periods of low trade activity; or
  - (b) in circumstances where you have accrued more than 25 days' annual leave entitlements.

10.4 The Company has a no leave period calendar as per **Schedule 3**. Leave will not be permitted or approved during dates indicated on this calendar.

#### **10.5 Personal/Carer's Leave & Other Leave Entitlements**

10.6 You are also entitled to personal/carer's leave, and any other leave entitlements which are prescribed under the *Fair Work Act 2009* (Cth), the *National Employment Standards*, and any other applicable legislation.

10.7 Proof of illness or proof of other valid personal leave reason will be required to be provided to the employer to justify payment for any personal leave that involves; missing more than one day in a standard rostered week, or a public holiday, or a day listed as a no leave day on the Oliver's no leave calendar. This will be accepted in the form of a Medical Certificate by a Medical Practitioner or a Statutory Declaration and must be received prior to approval of payment of the Personal Leave.

#### **11. Public Holidays**

11.1 You acknowledge that, as part of your role, you are required to work on public holidays, that this is reasonable and that this has been taken into account in setting your Remuneration.

#### **12. Confidential Information**

12.1 You must keep confidential all Confidential Information other than Confidential Information that:

- (a) you are required to disclose in the course of your duties as an employee of the Company; or
- (b) you are required by law to disclose.

12.2 You must only use Confidential Information for the purpose of performing your duties as an employee of the Company.

12.3 You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

12.4 Without limiting the Company's rights, you must provide assistance reasonably requested by the Company in relation to any proceedings any Group may take, or threaten to take, against any person for unauthorised use, copying or disclosure of Confidential Information.

#### **13. Intellectual Property Rights and Moral Rights**

13.1 You:

- (a) presently assign to the Company all existing and future Intellectual Property Rights;
- (b) acknowledge that by virtue of this clause all such existing Intellectual Property Rights are vested in the Company and, on their creation, all such future Intellectual Property Rights will vest in the Company;
- (c) acknowledge that you may have Moral Rights in respect of Intellectual Property Rights;
- (d) in so far as you are able, waive your Moral Rights in respect of the Intellectual Property Rights; and

## 14. Termination

14.1 Your employment may be terminated by either party providing to the other in writing the required period of notice set out in **Schedule 1**.

14.2 The Company may, in its absolute discretion, elect to make a payment to you equal to your Base Salary in lieu of any period of notice, or the unexpired part of any period of notice, given under this **clause 14**. If the Company does so, then your employment terminates on the date the Company notifies you of this election.

14.3 Your employment may be terminated by the Company at any time without notice:

- (a) if you engage in serious misconduct;
- (b) if you are charged or found guilty by a court of a criminal offence;
- (c) if you cease to hold an appropriate visa / work permit allowing you to lawfully work in Australia;
- (d) if you breach any material provision of this Agreement; or
- (e) any other ground on which the Company would be entitled to terminate your employment without notice at law.

14.4 Notwithstanding any other provision of this clause, if the Act requires that the Company give you a greater period of notice or greater payment in lieu of notice than provided under this clause in any particular circumstances, then the Company will give you this greater period of notice or payment in lieu of notice (as the case may be).

14.5 Termination under this clause does not affect any accrued rights or remedies of either party.

14.6 This **clause 14** prevails over the remainder of this agreement and is not limited by any other provision of this agreement (including implied terms) or any other arrangement between you and the Company.

## 15. What Happens After the Termination of Employment

15.1 If your employment is terminated for any reason:

- (a) you irrevocably authorise the Company to set off any amounts you owe the Company (including deductions for the cost of repair or replacement of property issued to you) against any amounts the Company owes you at the date of termination except for amounts the Company is not entitled by law to deduct and you acknowledge that this is reasonable and principally for your benefit;
- (b) you must return all the property of the Group to the Company on termination, including all written or machine-readable material, software, computers, credit cards, keys, vehicles and any materials, documents or other items containing or embodying any confidential information;
- (c) you must not record any Confidential Information in any form; and

- (d) your obligations under **clause 12** continue after your employment terminates, except in respect of information which is part of your general skill and knowledge, but is neither a trade secret nor highly confidential information.

**16. Company Policies**

You are required to observe the Company policies including internal financial and administrative procedure applicable to you as varied or amended from time to time. To the extent of any inconsistency with any of the Company policies, the provisions of this agreement shall prevail. However, the Company's policies and procedures are not incorporated into this agreement.

**17. Compliance**

The exercise of, or compliance with, any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws, including the *Corporations Act 2001* (Cth).

**18. Waiver**

The failure of either party at any time to insist on performance of any provision of this Agreement or to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

**19. Entire Agreement**

This Agreement:

- (a) constitutes the entire agreement between the parties as to their subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

**20. Other**

- 20.1 The terms of this Agreement and any subsequent amendments are confidential and may not be disclosed by you to any other person, other than for the purpose of obtaining professional legal or accounting advice, without the written approval of the Company.
- 20.2 Headings are for ease of reference only and do not affect the meaning of this Agreement.
- 20.3 This Agreement may only be altered in writing, signed by each party
- 20.4 This Agreement is governed by the law applicable in NSW.

**21. Definitions**

- 21.1 **Act** means the *Fair Work Act 2009* (Cth).
- 21.2 **Agreement** means this document.



21.3 **Confidential Information** means:

- (a) all confidential information including, but not limited to:
  - (i) trade secrets and confidential know-how; and
  - (ii) financial, accounting, marketing and technical information, customer and supplier lists, information regarding supplier production and delivery capabilities, know-how, technology, operating procedures, price lists, data bases, source codes methodologies, formulae, formulations, details of customers and potential customers and their particular requirements, information regarding costings, profit margins, discounts, rebates and other financial information, production or design secrets, technical design, drawings or specifications of any Group Member's products, pricing, credit policies, credit procedures, payment policies, payment procedures and systems for the same of any Group Member, customer or supplier, information regarding current activities and current and future plans relating to all or any development, production, marketing or sales including the timing of all or any such matters,  
  
of which you become aware or generate (both before and after the day this Agreement is signed) in the course of, or in connection with, your employment with any Group Member (including confidential information belonging to a third party); and
- (b) all copies, notes and records based on or incorporating the information referred to in **clause 21.3**,

but does not include any information that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, you).

21.4 **Group** means the Company, Oliver's Real Food Limited ACN 166 495 441, and each of their Related Companies and Group Member means any member of the Group.

21.5 **Industrial Instrument** means any industrial award, collective agreement, enterprise agreement, minimum wage order, NAPSA or other form of agreement made, recognised or taken to exist under an industrial law (including the Act).

21.6 **Intellectual Property Rights** means all intellectual property rights including:

- (a) patents, copyright, registered designs, , trademarks and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of those rights,

created or generated by you (whether alone or with any other persons) in the course of, in connection with or arising out of your employment with the Company including Intellectual Property Rights created:

- (a) before this agreement is signed;
- (b) using, to any extent, the Group's property, computer systems or resources or Confidential Information; and/or

- (c) outside working hours or outside the workplace.
- 21.7 **Moral Rights** means the following rights in respect of any Intellectual Property Rights:
- (a) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
  - (b) the right of attribution of authorship of a work; and
  - (c) the right not to have authorship of a work falsely attributed,
- (which are rights created by the Copyright Act 1968 (Cth), and any other similar right capable of protection under the laws of any relevant jurisdiction.
- 21.8 **Related Company** means any related bodies corporate and associated entities as defined under the *Corporations Act 2001* (Cth).
- 21.9 **Remuneration** means your Base Salary payable under **clause 5.1** and the Contributions.

# Signing page

## EXECUTED as an agreement

Executed by **Oliver's Employment Services Pty Ltd**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

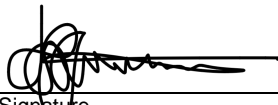
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## Executed by you

  
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Signature

**FIONA MARY TYNAN**  
\_\_\_\_\_  
Signature of witness

**JOSEPH SCOTT PENMAN**  
\_\_\_\_\_  
Name (print)

**FIONA MARY TYNAN**  
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Name of Witness (print)

**10.04.2021**  
\_\_\_\_\_  
Date

**10.04.2021**  
\_\_\_\_\_  
Date

## Schedule 1

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Details	Description
Initial position (cl 1.1)	Store Manager – Eastlink Inbound and Outbound
Location (cl 1.2)	Easklink Inbound and Outbound Stores VIC
Reporting (cl 1.3)	Area Development Manager and Operations Manager
Commencement Date (cl 2.1)	TBC
Probation Period (cl 3.1)	6 Months
Remuneration (cl 5)	Base salary:  AUD \$75,000 less applicable tax, plus superannuation.  Superannuation: minimum superannuation contributions in accordance with the Superannuation Guarantee Administration Act 1992 (cth) (SGA Act)

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### Notice Period (cl 14.1)

Employee's period of continuous service with the employer.	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 Years	4 weeks

## Schedule 2

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**Position:** Store Manager

**Location(s):** Various

**Overview:** The **Store Manager** is a hands-on leader, responsible for the management of all aspects of the store. The Store Manager develops and leads their team to provide exceptional customer service, maintaining constant contact with their customers and staff. They implement, and align operational level policies and programs with clear business objectives that lead to exceptional operational and business results.

The **Store Manager** must drive high standards and continual improvement in customer experience, store operations, sales growth, team management, safety compliance, financial performance and cost control.

**Award:** N/A

**Reports to:** Area Development Manager and Operations Manager

### Direct

**Reports:** Store Team Members

### Duties and Responsibilities:

- Recruit, train, supervise and lead team members in creating a cohesive customer experience
- Maximise Profitability through setting sales targets and focusing on controlling costs by reducing labour cost, managing stock control as well as food cost
- Maintain financial and operational records appropriately and accurately
- Implement operations policies and programs including food safety, customer experience, staff training, store compliance, administration, and customer relations.
- Oversee the day-to-day operations of the business with a focus on building sales & profitability
- Ensure the development and implementation of health and safety practices and oversee compliance with those practices
- Foster a store culture that promotes ethical practices, customer focus and service and encourages individual integrity
- Maintain a positive and ethical work climate that is conducive to attracting, retaining and motivating a diverse group of top-quality employees
- Ensure WHS, Food Safety, Organic Certification and Risk Management standards and systems are maintained in store.
- Drive the recruitment, selection, retention and engagement of the highest calibre employees.
- Identify and implement training needs to improve overall standards within the store.
- Strategically plan and implement the resourcing to maximise customer service, production and efficient savings.
- Understand and maintain the Monthly Profit and Loss statements, develop and implement plans to minimise costs and reduce risks/waste and increase sales.
- Other duties as assigned by the role you report to.

**Skills and Experience:**

To fulfil this management role, the Store Manager must possess a broad range of business knowledge and leadership skills, including:

- Effective verbal communication skills
- Cross-functional business understanding with a P&L orientation
- Technological savvy to drive efficiencies throughout store operations
- A risk management perspective with regard to operations
- This is a hands-on role
- A minimum 3 years' experience at management level in Quick Service Restaurants (QSR) with at least 3 years in the service industry
- Higher School Certificate essential and vocational qualification in Retail, Hospitality or Leadership preferred
- Possesses the required essential skills and, in particular -
- Has outstanding interpersonal, coaching and listening skills with the ability to communicate effectively at all levels of the organization
- The proven ability to remain objective, discrete and exercise common sense at all times
- The proven ability to develop strong, trusting relationships with both internal and external stakeholders.
- Hold a current driver's license

# Schedule 3



## NEW SOUTH WALES

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## VICTORIA

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OLIVER'S EMPLOYEE  
NO LEAVE PERIODS

2021



QUEENSLAND

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

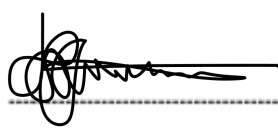
DECEMBER						
M	T	W	T	F	S	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

KEY

- Public holiday
- School holidays

I acknowledge and accept Oliver's No Leave Policy.

Full Name: JOSEPH SCOTT PENMAN

Signature:  Date: 10.04.2021



