

ENTERPRISE AGREEMENT

NO: E.A. 215 /1993

DATE REGISTERED: 11-8-93

PRICE: \$ 12-00

ENTERPRISE AGREEMENT

BETWEEN

THORNPLAN PTY LTD

ACN 055 187 249

TRADING AS

BEACHSIDE REAL ESTATE

AND

Jon Hendriks, Salesperson, of 142 Hastings Road, Terrigal 2260

Ivar Borman, Salesperson, of 15 Braemar Drive, Wamberal 2260

Jenny Corben, Property Officer, of 18 Clarence Road, Erina 2250

Edward Woodan, Salesperson, of 16 Greenfield Road, Empire Bay 2257

[1] This Enterprise Agreement, made in pursuance to the NSW Industrial Relations Act, 1991, and in accordance with the provisions of Section 115 to 142 of the said Act, entered into between Thornplan Pty Ltd trading as Beachside Real Estate of 62 Terrigal Esplanade, Terrigal 2260 and 264 West Street, Umina Beach 2257, of the one part and Employees of Beachside Real Estate with the occupations of:

Salespersons

Property Managers

Property Officers

as defined in the REAL ESTATE INDUSTRY [STATE] AWARD, of the other part.

[2] It is agreed between the parties as follows:

[a] **TITLE:** This Agreement shall be known as the **Beachside Real Estate, Terrigal and Umina Beach, Enterprise Agreement.**

[b] **INTENTION:** This Agreement shall only apply to Employees in the occupations identified, situated at Beachside Real Estate, Terrigal and Umina Beach.

[c] **DURESS:** This Agreement was not entered into under duress by any party to it.

[d] **INCIDENCE:** This Agreement shall regulate partially the terms and conditions of employment previously regulated by the REAL ESTATE INDUSTRY [STATE] AWARD.

Apart from the clauses specified in this Agreement all other clauses of the REAL ESTATE INDUSTRY [STATE] AWARD, as varied from time to time, shall apply to the parties to this Agreement.

[3] The terms and conditions of the REAL ESTATE INDUSTRY [STATE] AWARD, as varied from time to time, shall apply to the persons covered by this Agreement, with the exclusion of Clause 11, Letters of Appointment.

[4] The remuneration for persons covered by this Agreement shall be as provided for in Clauses 25, 26, 27, 28, 29 and 30 of Part B of the REAL ESTATE INDUSTRY [STATE] AWARD or for licensed Salespersons in accordance with Part C, Commission only Salespersons, of that Award.

[5] It is a condition of the Agreement that Clause 11, Letter of Appointment, of PART A, Common Provisions, of the REAL ESTATE INDUSTRY [STATE] AWARD in its entirety, shall not apply to parties to this Agreement. In lieu thereof, Commission payments to Salespersons employed under Part B of the REAL ESTATE INDUSTRY [STATE] AWARD shall be as determined by the parties to this agreement from time to time, based on the economy and the current property market. Such commission payments will be based on a target system of sales and will be in addition to remuneration covered by Clause [4] of this Agreement.

[6] The Salespersons covered by this Agreement covenant that they will not directly or indirectly during the course of their employment:

[a] canvass, solicit or endeavour to entice away from the Employer any of the clients of the Employer introduced to the Salesperson during his employment by the Employer: and/or

[b] disclose any information or details of the operations of Beachside Real Estate including, but not limited to, all systems, techniques, names and particulars of clients, prospects and contacts, sales, data base,

listings and records which become known to the Salesperson during the course of his employment with the Employer: and/or

[c] disclose any information which became known to the Salesperson during the course of his employment with the Employer concerning properties listed for sale with, or managed by the Employer, or are in course of being so listed or managed at the date of termination of employment.

[7] The Salespersons and Property Managers and Property Officers further covenant that on termination of employment that they will immediately return in full to the Employer all listings, documents, keys, records, agreements, photographs, books and information concerning the Employer's clients and customers which rightfully belong to the Employer and, further, that they will not keep or make a copy of the same.

[8] **Ordinary hours of employment** under this Agreement shall be a maximum of 40 hours per week averaged over a 52 week period. Hours to be worked outside this average must be authorised by the Employer in writing.

PART 3

[9] **TERM OF AGREEMENT.** This Agreement shall operate from the date of Registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the Act.

PART 4

AGREEMENT

The foregoing Agreement:

[1] Signed for and on behalf of THORNPLAN PTY LTD trading as
BEACHSIDE REAL ESTATE:



Allen Barnsley

Allen Barnsley - Director

R. Blaker

25.5.93

Witnessed:

Date:

[2]

Lyn Barnsley

Lyn Barnsley - Director

R. Blaker

25.5.93

Witnessed:

Date:

[3]

Jon Hendriks

Jon Hendriks - Salesperson

John

25/5/93

Witnessed:

Date:

[4]

Ivar Borman

Ivar Borman - Salesperson

John

25/5/93

Witnessed:

Date:

[5]

Jenny Corben

Jenny Corben - Property Officer

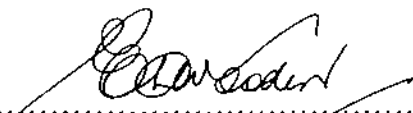
Ivar Borman

25.5.93

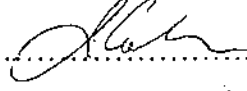
Witnessed:

Date:

[6]


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Edward Wooden - Salesperson

Witnessed:


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Date:

25/5/98
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