



This document describes the Terms and Conditions of your employment with the Company which is comprised of two sections: Section A is the Principal Statement which details terms of employment as required by legislation; Section B details all other conditions of your employment.

## **SECTION A – PRINCIPAL STATEMENT**

### **1. Parties to the Contract**

This Agreement is made on the Date. 17/04/2023 between **Hotel Management Services** (hereinafter called “the Company”) and **Mr. Muhammad Anas Qureshi**.

### **2. Job Title**

Your job title will be the Position: **Human Resource Officer**.

### **3. Place of Work**

Your normal place of work will be 259-269 Old Marylebone Road, London, NW1 5RA however; the Company reserves the right to change your place of work to anywhere else in the United Kingdom giving you appropriate notice of any such change.

### **4. Date of Employment**

Your employment start date is 01 June 2023.

### **5. Basic Salary**

Your gross salary will be £26500.00 per annum, based on 37.50 Hours Per Week. Salaries are paid on a monthly basis.

Subject to statutory protection, the Company reserves the right to deduct from your salary, any sums that are due to it including without limitation:

- a. Any overpayments made to you and in such circumstances, the Company reserves the right to adjust future salary payments until the overpayment has been recovered and / or to require repayment.
- b. Loan and cash floats made to you by the Company.
- c. Excess of holiday taken over entitlement.
- d. Excess of sick pay over entitlement.
- e. Excess of expenditure claimed.
- f. Excess of any other payment made to you by the Company.
- g. Any transactions on a Company Credit Card which have not been properly incurred in the execution of your duties.
- h. The cost of personal calls made from company owned telephones and mobile phones.
- i. Any monies agreed by you in writing to be deducted.
- j. The cost of repairing any damage to Company property which you have willfully or negligently caused or contributed to.

- k. The cost of replacing any Company property lost, stolen or damaged whilst in your possession, custody or under your control, or retained by you without agreement at the time of your termination of employment with the Company.
- l. Reimbursement to the Company in respect of goods, materials and/ or services misused or misapplied by you.
- m. Liabilities, damages, cost, losses or expenses incurred by the Company and attributable (in whole or in part) to your dishonesty and/ or neglect of duties.
- n. Any reason set out in Company Procedures or any other term of this Agreement.

## **6. Hours of Work**

- a. You will be working 37.5 Hours Per Week. However, this can change to meet with the demands & subject to business needs.
- b. You are required to work maximum of 6 days out of 7 on Rota basis including weekends and bank/public holidays, subject to business needs.
- c. The Company reserves the right to vary your start and finish times either in temporary or continuing basis.
- d. You *will* be required to work such additional hours as may be necessary from time to time to ensure the proper performance of your duties or in order to meet the business needs of the Company.
- e. You agree that your working time may exceed 48 hours in any 7 day period and that limits within the Working Time Regulations 1998 will not apply to your employment. The Regulations enable you to withdraw from this Agreement provided that you give the Company one month's notice of your intention to do so in writing.

## **7. Annual Holidays**

- a. If you are a full time employee, you will be entitled to 28 working days paid holiday each year. If your employment is to work part time, holiday leave is worked out on a pro rata basis.
- b. Holidays will be paid at your basic rate of pay.
- c. Unused holiday entitlement in one year may not be held over into the following year except with the consent of your manager who may authorize up to 3 days carry over.
- d. No more than 10 consecutive working days holiday may be taken at any one time without approval.
- e. Holidays taken must be with the agreement of your manager who may reserve the right to refuse any holiday request where operational requirements of the Company are prejudiced. To ensure the accurate recording of holidays taken, you must submit your holiday details to your immediate Manager giving at least twice the period of leave requested as notice of intention to take annual leave. All approved leave will be scheduled in the holiday records; however, the Company reserve the right to refuse any holiday request where the operational requirements of the Company are prejudiced.
- f. If you leave the Company, having taken fewer holidays than your entitlement, you will receive the appropriate pro-rata adjustment to your final salary payment. Conversely you will be required to repay to the Company pay received for the holiday taken in excess of your Company holiday entitlement. Any sums so due may

be deducted from any money owing to you after the termination of your employment or will otherwise be paid by you within seven days of the termination date.

- g. The Company reserves the right to require that any outstanding holiday entitlement is taken during any period of notice, whether given by you or the Company.

## **8. Absence from Work**

You are required to comply with the Company's absence reporting requirements and procedures and should note that failure to do so will affect any entitlement to sickness absence payments.

## **9. Absence notification**

Statutory Sick Pay (SSP) is payable subject to you satisfying the following:

- a. That you notify the Company of your absence from work due to sickness or injury on the first day of absence. You must keep the Company informed of your progress on a daily basis.
- b. Absence exceeding seven days (including Saturdays and Sundays) requires a Doctor's certificate, which should be forwarded to your manager. Non-receipt of certificates may delay or stop sickness payments.
- c. The Company must be satisfied that sickness / absence has been both properly notified and is genuine before sickness payments are made. The Company reserves the right not to make sickness payments where you fail to notify sickness in accordance with the notification procedure or where it is not satisfied that sickness is genuine.
- d. If you are in receipt of State Insurance Benefits you must advise the Company of any payments received.
- e. Where a period of absence for sickness or injury is the result of any incident such that the employee has an entitlement to make a claim for losses against any other party or insurance company you are required under these terms to make such claim and to repay to the Company any sums so recovered which have previously been paid to you by the Company.

## **Absence Payments**

You are eligible to receive statutory sickness absence payments as follows:

### **Statutory Sick Pay (SSP)**

You are eligible to receive SSP in accordance with legislation, which is currently payable from the fourth consecutive day of absence from work. For the purposes of calculation the qualifying days for SSP are Monday to Friday.

## **10. Trial Period**

The first 6 months' of your employment will be regarded, as your trial period, during this time, the period of notice required by *either* party will be two weeks. Notice given must be in writing.

The Company reserves the right to extend your initial 3 month trial period and one week notice period in circumstances where it is dissatisfied with your performance.

## 11. Termination of Employment

Notice given by either party to terminate employment must be in writing.

### ***Termination by you***

The period of notice required by you to terminate your employment is:

- a. Two week during your trial period and;
- b. Two Weeks thereafter.

### ***Termination by the Company***

- a) Following satisfactory completion of your trial period and up to one year's service Two Weeks' notice
- b) After one year's service Two Weeks' notice for the first four years' service plus an additional one week's notice for each completed year of service rising to a maximum of 12 weeks' notice after 12 years' service.
- c) The company may terminate your employment of summarily dismiss you for any act of gross misconduct without notice.
- d) The company reserves the right to pay salary in lieu of notice.

### **e) Clause to Protect HMS clientele on Termination of Your Employment**

This clause will mean you cannot approach hotel management services existing clients / contracts or staff after your employment has ended. As a former employee of HMS, you cannot make an initial approach to persuade existing HMS clientele to move their business arrangements / contracts for your new employment. On signing this employment contract, you are agreeing not persuade or influence the existing HMS clients for 3 year period from the date of termination. If you have proven to persuade our clients/staff, HMS may enforce legal action against you to claim substantial damages including the legal costs.

### **f) Restrictive covenants to work with HMS Clients**

This clause will mean you cannot approach or accept employment directly from the hotel or by any other agencies to work in the same hotel or any other hotel where HMS is providing staff or has contract to provide the staff. This clause restricts your during your employment or after your employment has ended for the duration of 6 months.

As a former employee of HMS, for a duration of 6 months you cannot approach or accept employment from any of the hotels directly or by any agency where HMS is already working or HMS is in contract to provide services.

On signing this employment contract, you are agreeing not persuade to take direct employment from the hotel or change the agency to work on same place or any other hotel where HMS is already in contract to provide services for 6 months period from the date of termination.

If you have proven to persuade against the above clause, HMS may enforce legal action against you to claim substantial damages including the legal costs.

Following termination of your employment, for whatever reason, you will surrender to the Company all documents of electronic media containing Confidential Information. You will also return all Company property in your control or possession including but not limited to access passes, equipment, software, business cards, credit cards, mobile telephones and their telephone numbers, keys, books, records, reports, files, manuals and literature.

## **12. Discipline, Grievance & Appeals Procedures**

- a. The Company reserves the right to suspend you from work pending investigation of any such circumstances that may give rise to disciplinary proceedings. Where suspension is considered necessary, such action is to be regarded as a neutral act and you will continue to be paid in full.
- b. You have the right to appeal to your manager if you are dissatisfied with the disciplinary decision relating to you. You also have the right to appeal to your manager for the purpose of seeking redress of any grievance relating to your employment.

## **13. Collective Agreements**

There are no collective agreements applicable to your employment with the Company.

## **SECTION B – WRITTEN STATEMENT OF OTHER CONDITIONS OF EMPLOYMENT**

### **1. Right to work in the United Kingdom**

Commencement of employment is subject to you providing evidence of your right to reside and work in the United Kingdom. On or before your first day of employment, you are required to provide the Company with a copy of one or more of the following documents – your passport, birth certificate, a European Economic Area passport or identity card or any other evidence confirming the rights of residence and employment.

### **2. References**

Employment is subject to the receipt of satisfactory references. It is a condition of your employment that you agree to the Company obtaining references relating to your personal and work history at any stage prior to or during your employment and that you consent to such requests to supply information to enable the Company to obtain such references to its satisfaction.

### **3. Flexibility**

It is a condition of employment that you undertake any task that you are directed to perform which is relevant to the company's task and is within your competence and ability.

### **4. Retirement Age**

The normal retirement age is 65 years.

### **5. Property**

- a. You are responsible for your own personal property. The company does not accept responsibility for any loss or damage howsoever arising to your personal property.
- b. You are responsible for any Company property issued to you during the course of your employment and are liable to the Company for any loss of or damage to Company property.
- c. On termination of employment, for whatever reason, you will surrender to the Company all documents, or electronic media containing Confidential Information. You will also return all Company property in your control or possession including but not limited to access passes, equipment, software, business cards, credit cards, mobile telephones and their telephone numbers, keys, books, records, reports, files, manuals and literature.

### **6. Harassment & Bullying**

Any form of behavior that is considered to constitute harassment or victimization of an individual on the grounds of race, gender, sexual orientation, disability, religion or belief is potentially discriminatory and therefore unlawful. Bullying in the workplace is also unacceptable. The Company is committed to treating all

employees equally and with respect and to providing a supportive working environment, where such behavior will not be tolerated.

If you feel you are the target of any form of harassment, victimization or bullying you should raise the matter with your manager. Alternatively, you can raise the matter with a Director of the Company should the allegations concern your manager.

## **7. Timekeeping**

You will be required to record attendance by such means as the Company may from time to time prescribe. Late arrival at your site, location or place of work may result in paid time being deducted from your salary.

## **8. Data Protection**

For the purposes of the Data Protection Act 1998 you give your consent to the holding and processing of personal data provided by you to the Company as well as other parties for all purposes relating to your employment including but not limited to:

- a. Administering and maintaining personal records.
- b. Paying and reviewing salaries and other remuneration and benefits.
- c. Providing and administering employment benefits.
- d. Undertaking performance appraisals and reviews.
- e. Maintaining absence from work records.
- f. Taking decisions in respect of your fitness for work.
- g. Providing references and information to future employers.
- h. Providing information as necessary to government bodies and its agents for social security and other purposes.

Processing of data includes transfer to countries or territories outside European Economic Area ('the EEA'). You also agree that the Company may disclose such information to third parties (including, for the avoidance of doubt, third parties situated outside the EEA) in the event that such disclosure is, in the Company's view, required for the proper conduct of the Company's business or that of any subsidiary, associated or holding companies of the Company. This clause applies to information held, processed or disclosed in any medium.

## **9. Use of Computers & Computer Facilities**

The Company maintains its right to inspect any and all files stored in private and or common access areas of its network, on individual computer hard drives as well as all removable discs (e.g. zip discs, floppy discs, CD-Rom Discs etc). For further information, please refer to the Company procedures.

All data on your computer, the network or floppy discs should be kept in the strictest of confidence. No copies should be taken of the data, other than for back-up purposes. You should take all responsible precautions to ensure that any floppy discs, or printouts of your data are secure from theft or copying. Failure to adhere to this requirement may lead to disciplinary action being taken.



#### **10. Use of Company Telephones, Facsimiles & the Internet**

The use of Company telephones, facsimiles and the internet is generally restricted to business use and the Company reserves the right to record and monitor incoming and outgoing phone calls, facsimiles and e-mail transmissions. Misuse and or abuse of these facilities is likely to result in disciplinary action being taken against you.

#### **11. Employer Records**

You will promptly notify the Company of any change in your personal details including your home address, home telephone number, marital status, next of kin and bank details.

#### **12. Personal Appearance**

Due to the customer orientated nature of the business the Company requires employees to present an image which reflects the professional approach of the organisation. Therefore, whilst the Company does not seek to impose unreasonable obligations, employees are nevertheless required to maintain a smart appearance.

#### **13. Health & Safety**

The Company recognises the importance of health and safety at work and has established rules and procedures to assist in accident prevention:

- a. You are expected to behave responsibly and to observe all safety regulations at your place of work, including work at clients' and customers' premises.
- b. You have a duty to take any precautions necessary to reduce the possibility of risk to yourself and to others.
- c. Failure to observe health and safety obligations may result in disciplinary action being taken against you.

#### **14. Alcohol, Drugs and Solvent Abuse**

It is the policy of the Company to ensure and maintain a safe and healthy working environment for all its employees and to reduce the incidence of injury to person or property. To ensure the protection of its employees, contractors, operations, assets and the localities in which it operates, the Company prohibits possession, use or sale of alcohol in the workplace except at approved Company functions

The Company prohibits the possession, use or sale of illegal drugs "prohibited substances" in the workplace. Employees must ensure that the use of alcohol does not in the Company's sole opinion, result in the inability to perform work satisfactory or safely.

#### **15. Smoking in the Workplace**

The Company operates a no smoking policy in the workplace. You are also required to observe the rules on smoking whilst working. Failure to observe the Company's policies will result in disciplinary action being taken against you.

#### **16. Other Employment**

- a. You will not place yourself in a position in which your interests conflict with that of the Company.



- b. During the existence of this Agreement you will not work for any other organisation of whatsoever nature kind and description without prior written consent of the Company whose agreement will not be unreasonably withheld.
- c. You will declare the ownership of any shares or interest held by yourself or your partner or any of your minor children in any organisation which is similar to or in any way connected or competitive with the business of the Company. If required to do so by the Company you will take steps specified by the Company to ensure that there is no conflict of interest.

## **17. Confidentiality**

You are bound by the following terms in respect of confidentiality:

- a. You will not (except in the proper course of your duties) during or after the period of your employment under this Agreement divulge to any person whatsoever or otherwise make use of (and shall use your best endeavours to prevent the publication or disclosure of) any trade secret or details of any invention or development made or achieved by the Company and/ or its employees or confidential information concerning the business or finances of the Company and/ or its suppliers agents distributors or customers.
- b. All notes memoranda and records or whatever sort (including but not restricted to paper workings or magnetic tape or computer disk or computer memory or film) of any of the information mentioned in this paragraph and any copies thereof in whatever form shall remain the property of the Company and where they remain in your custody will be surrendered by you at the termination of your employment under this Agreement to a person duly authorised by the Board for their receipt.
- c. You will not make any public statement or any statement to a person employed or associated with the media concerning the Company, its customers, suppliers, or any aspects of the activities of the Company without first obtaining the written consent from the Company Director.

**Any breach of this clause will (except in highly exceptional circumstances) result in summary dismissal.**

## **18. Restraining Covenants**

You are bound by the terms of a restraining covenant as follows:

- a. For a period of 12 months following termination of your employment whatever the reason for the termination of your employment, you will not solicit or deal directly or indirectly on your behalf or that of any other Company, business or organisation with any person, company, business or organisation with whom you have had contact in the course of your employment in the 12 months prior to the termination of your employment.
- b. For a period of 12 months following termination of your employment you will not directly or indirectly induce solicit or endeavor to entice away any person who is an employee of the Company with whom you had direct contact in the 12 months preceding termination of your employment.
- c. For a period of 6 months, following termination of your employment you will not carry on or assist in the carrying on of or be directly or indirectly engaged concerned

or interested in any capacity whether as principal, servant, employee, agent, consultant, director, partner, or as an officer of another in any other concern undertaking the Company body corporate trade business occupation with any business of whatever kind which is wholly or partly in competition or seeking to compete with any business carried on by the company or any of their industries or business in which you were involved during the last 12 months of you employment with the Company.

#### **19. Changes to your Terms of Employment**

The Company reserves the right to change any of your terms and conditions of employment. You will be notified of minor changes of detail by way of general notice to all employees and any such changes take effect from the date of notice.

You will be given not less than one month's written notice of any significant changes which may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.

#### **20. Entirety**

In any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement is deemed invalid or unenforceable under applicable law, the said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions of the remaining provisions of said agreement.

I hereby accept this offer of employment as detailed in the attached letter of appointment and this written statement of my Terms and Conditions of Employment.



17/04/2023

SIGNED BY EMPLOYER: .....  
K. Abbasi (Director)

Date :-.....

SIGNED BY EMPLOYEE:.....

Date :-.....