

MURGANOS

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Contract of Employment

THIS AGREEMENT is between

- (1) Muhammad Ibrahim, Director Murganos Limited whose Registered Office is **Wellesley House 1st Floor 98-102 Cranbrook Road, Ilford, Essex, IG1 4NH**, (“the Employer”) and
- (2) Mr Muhammad Ahmad of 144 Chinchilla Drive Hounslow, TW4 7NT (“the Employee”)

IT IS AGREED that the Employer will employ the Employee and the Employee will work for the Employer on the following terms and conditions:

Job title

The Employee’s position is that of “**Warehouse Manager**”

The Employee may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the business.

1. Commencement and continuity of employment

The Employee’s employment with the Employer began on 5th July 2023.

2. Probationary period

The first 2 Weeks of employment will be a probationary period, during which the Employee’s performance will be monitored. The probationary period may be extended by the Employer. During the probationary period this employment may be terminated by either party giving one week’s notice to the other in writing.

3. Hours of work

The Employee’s normal working hours are between 9 am to 5 pm.

The Employee may be required to work such further hours as may be necessary to fulfil her duties or the needs of the business. Whenever possible, Muhammad Ibrahim, Director will give the Employee reasonable notice of any additional hours.

The Employee is entitled to an unpaid lunch break of 20 minutes which will be taken at such time as the Employer may require.

4. Payment

Payment is at the rate of [£13.95] per Hour and is payable Monthly in arrears by Bank Transfer.

Hours in excess of 5 per week are classed as overtime. Overtime must be authorised in advance by Muhammad Ibrahim.

5. Deductions from wages

The Employer shall be entitled to suspend the Employee's employment without pay in the event of the Employee refusing to obey a lawful order including (but not restricted to) those given to comply with the Employer's statutory obligations.

The Employer reserves the right and the Employee irrevocably authorises the Employer, at any time during the Employee's employment, or in any event upon termination, to deduct from the Employee's wages/salary and/or any other monies due to the Employee, an amount equivalent to any of the following:

- (i) any overpayment of wages, salary, remuneration or other payment made to the Employee during the course of this employment;
- (ii) the amount of any expenses claimed by the Employee and paid but subsequently disallowed by the Employer,
- (iii) the outstanding amount of any loan or advance made by the Employer to the Employee; and
- (iv) any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Employee's breach of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty.

6. Expenses

The Employer will reimburse all reasonable out-of-pocket expenses incurred by the Employee during the operation of his/her day to day duties, subject to production, within one month, of written evidence of expenditure, where procurable.

7. Holidays

In addition to bank and public holidays, the Employee's annual holiday entitlement is 24 days.

Holiday entitlement for part-time employees is pro rata, based on the number of hours worked compared with those worked by a full-time employee.

The holiday entitlement will be taken at dates agreed with Muhammad Ibrahim. The Employee must give at least one week's notice of holiday requests and whilst every endeavour will be made to co-operate with the Employee in fixing the holiday dates, such dates will remain in the ultimate discretion of the Employer. The Employer will give the Employee at least one week's notice if she is required to take holiday other than during notice.

Holidays must be taken in the holiday year of entitlement and may not be carried forward to the following year.

Public holidays may be substituted by or by agreement with the Employer.

The Employer reserves the right to require the Employee to take any unused holiday during her notice period, even if booked to be taken after the end of the notice period.

8. Holiday payment

Holiday pay will be paid at the basic rate.

Upon termination of employment, the Employee will be entitled to pay in lieu of any unused holiday entitlement or be required to pay to the Employer pay received for holiday taken in excess of holiday entitlement. Any sums so due may be deducted from any money owing to the Employee and the Employee irrevocably authorises the Employer to make such deductions.

For the purpose of calculating any holiday pay due to the Employee or owed by the Employee to the Employer, one day's pay shall be

9. Absences due to sickness or injury

In the event of incapacity due to sickness or injury the Employee must advise Muhammad Ibrahim not later than 7.30 AM on the first day of absence. Full reasons must be given at this time.

If the Employee is absent for seven days or less, she shall immediately on returning to work complete a self-certification form in respect of each day of absence.

If the Employee is absent for more than seven days, she must on the eighth day of absence provide the Employer with a medical certificate from a General Practitioner stating the reason for absence and provide subsequent certificates to cover any subsequent periods of absence.

10. Confidentiality

The Employee may not either during or at any time after the termination of her employment with the Employer disclose to anyone other than in the proper course of her employment, any information of a confidential nature relating to the Employer, the Employer's customers or suppliers and shall further not use any such information in a manner which may either directly or indirectly cause loss to the Employer. Confidential information includes (but is not limited to) financial information, commercial information, technical information, sales and marketing information and trade secrets.

11. Property

The Employee acknowledges that all files, customer records, lists, books, records, literature, software, products and work products developed by the Employee in the course of her employment with the Employer, and other materials owned by the Employer or used by the Employer in connection with the conduct of business by the Employer shall at all times remain the sole property of the Employer, and the Employee agrees that upon request and upon termination of

the Employee's employment hereunder, howsoever arising, the Employee shall surrender to the Employer all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Employer.

12. Gratuities

The Employee must immediately report in writing to Muhammad Ibrahim any offer by customers, suppliers, distributors and other such persons having a similar connection with the Employer, whether actual or prospective, any offer of gifts or services. The Employee must not accept or agree to accept such offers without the prior written agreement of Muhammad Ibrahim. This applies to any gifts or services offered directly or indirectly from any person firm or company with whom the Employer conducts business or may conduct business.

13. Company rules

The Company has adopted a set of rules and regulations to protect the health and safety of all employees and customers and to ensure high standards of conduct, performance and service, a copy of which is available from Muhammad Ibrahim. The Employee is required to read the Company rules and take all necessary steps to ensure that they are properly observed. Failure to adhere to Company rules will result in disciplinary action, which may include dismissal, in accordance with the Company's Discipline Procedure.

14. Termination of employment

During the Employee's probationary period, this employment may be terminated by either party giving three week's notice to the other.

After the Employee's probationary period:

- i. the Employee shall give the Employer 3 Weeks notice of her intention to terminate this employment and

All notices of termination shall be given in writing.

The Employer may, at its option, pay salary in lieu of notice but nothing in these terms and conditions of employment shall prevent the Employer from terminating the Employee's employment without notice or payment in lieu in appropriate circumstances.

15. Health and safety

The Employer has a detailed health and safety policy a copy of which is available from Muhammad Ibrahim. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

16. Equal opportunities

The Employer is an equal opportunities employer and has a detailed equal opportunities policy a copy of which is available from Muhammad Ibrahim. The Employee is required to read the policy and take all necessary steps to ensure

that it is properly observed. Failure to comply with the terms of the policy may result in disciplinary action and, in serious cases, dismissal.

17. Indemnity

The Employee will indemnify the Employer in respect of any liability incurred by the Employer as a direct consequence of the Employee’s negligence, breach of contract, breach of duty or breach of trust in relation to the affairs of the Employer.

18. Data protection act

The Employee consents to the holding and processing of personal data provided by her to the Employer for all purposes relating to this employment, but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Employee’s fitness for work.

The Employee further acknowledges and agrees that the Employer may, in the course of its duties as an employer, be required to disclose personal data relating to her, after the end of his/her employment. This does not affect the Employee’s rights under the Data Protection Act 1988.

19. General

The Employer reserves the right to vary the terms of employment contained in this Agreement. The Employer will notify the Employee in writing within one month of such variation. This statement replaces all of the Employee’s previous terms and conditions of employment with the Employer.

SIGNED FOR THE EMPLOYER

DATE 3rd July 2023

SIGNED BY THE EMPLOYEE

DATE 3rd July 2023