**Confabulate Limited**

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Contract of Employment

Incorporating written statement of term and conditions in accordance with section 1 Employment Rights Act 1996 setting out the main terms on which

Confabulate Ltd (“Confab”) 9 Market Row

Saffron Walden, Essex CB10 1HB United Kingdom

---Employs---

Waseem Hashmi of House no 408, Khayaban, Rawalpindi, Pakistan. Your employment will begin on 1 September 2022.

No previous employment counts as part of your period of continuous employment.

**JOB TITLE:** This position is permanent. Confabulate will contract your services out to TheShopWorks as a Software engineer

# PLACE OF WORK:

You will be based at Pakland Business Center, I8 Islamabad.

# HOURS OF WORK

Your normal hours of work will be 8:00 am to 4:30 pm with 1 hour unpaid lunch break (UK Time) 37.5 hours per week.

You may be offered additional hours which may include weekend/evenings when authorised and necessitated by the needs of the business.

# RENUMERATION

Your rate will be US$ 425 per month payable monthly by credit transfer on or around the 30th of the month.

You will receive a pay statement each month detailing your salary payment. Any overpayment which may occur will be deducted from subsequent salary payments.

# COLLECTIVE AGREEMENTS

No collective agreements directly affect your terms and conditions of employment.

# ANNUAL HOLIDAYS

You will be entitled to 20 days paid holiday per year in addition to public holidays in Pakistan - this will be reviewed after the first 3 months of your employment.

# SICKNESS AND PAY CONDITIONS

We currently have a contractual sick/injury pay scheme which provides payment during periods of certified sickness as follows:-

# Continuous Sickness Maximum Payment in any 12 month period

Under 6 months service 2 weeks pay.

6 months service but less than 2 years 1 months full pay and 2 months

half pay.

2 years service or more 2 months full pay and 4 months half pay.

Conditions relating to the above are shown in the Absence policy to which you should Refer.

Where circumstances of your incapability are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third Party, then any payments which Confab may have made to you because of the Absence shall be repaid by you to Confab up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by Confab.

# PROCEDURES FOR DEALING WITH DISCIPLINARY, CAPABILITY AND DISMISSAL

The procedures that will apply when dealing with disciplinary, capability and dismissal issues that may arise during the course of your employment are shown in the Disciplinary, Grievance and Capability policies to which you should refer.

# CAPABILITY / DISCIPLINARY APPEAL PROCEDURE

Should you be dissatisfied with any decision to take action or dismiss you on capability / disciplinary grounds, you should appeal to your line manager or to a Director. Further information of how to appeal can be found in the relevant policies. You may be suspended on full pay whilst an investigation takes place or pending the outcome of any investigation.

# GENERAL DISMISSAL AND APPEAL PROCEDURES

Confab will apply the dismissal and appeal procedures recommended by ACAS in the ACAS Code of Practice on Disciplinary, dismissal and grievances, which are set out in the Disciplinary and Capability policies.

# GRIEVANCE PROCEDURE

Should you feel aggrieved about any work related matter, you have the right to avail of Confab formal grievance procedure, details of which are set out in the Grievance policy.

This in addition to your right to raise any issue formally. As part of this procedure you should initially raise the grievance in writing with your line manager or a Director. This procedure also provides the right for you to appeal against a decision made in relation to a Grievance that you have made.

# TERMINATION OF EMPLOYMENT

You are required to give the following notice of termination of employment to Confab.

* From your start date up until successful completion of your probationary period – one week’s notice.
* Upon successful completion of your probationary period – one month’s notice.

You are entitled to receive from Confab (except in circumstances justifying summary dismissal, i.e. without notice):

* From your start date up until successful completion of your probationary period – one week’s notice.
* Upon successful completion of your probationary period up to four year’s service – one months notice.
* One additional week’s notice for each further complete year of continuous

employment over 4 years, up to a maximum of 12 week’s notice if employed for 12 years or more.

Notice of termination must be in writing.

Confab reserves the contractual right to give pay in lieu of all or any part of the above notice by either party.

Where notice is given by you or by Confab to terminate your employment, Confab shall not be under any obligation to provide you with work and you may not be required to attend your place of work for a period not exceeding your notice period on such terms as Confab deems necessary. You will continue to receive full pay and benefits during such period. You accept that in such an event you are not permitted to work for any person, firm, client, organisation or on your own behalf during such period without Confab prior written consent.

Confab reserves the right to deduct from your pay (including holiday or pack pay and bonus, or equipment that is not returned) any sums you owe Confab including any overpayment or loans made to you by Confab. Confab also reserves the right to deduct any losses suffered by Confab as a result of your negligence or breach of Confab rules.

Confab reserves the right to recover any overpayments or sums owed by you to Confab as a debt.

# DISCLOSURE OF CRIMINAL CONVICTIONS

You are under continuing duty to make full and prompt disclosure of any charge or conviction to Confab. Failure to disclose information in accordance with the provision shall entitle Confab to evoke such disciplinary Procedures as are appropriate.

# CONSENT TO CONFAB HOLDLING PERSONAL INFORMATION

In accordance with the Data Protection Act 1998 Confab hereby notifies you that it holds personal data (including sensitive data as defined under the Data Protection Act 1998) relating to you for purposes of the performance of this agreement, the proper administration and management of the employment relationship (both before, during and after employment), maintaining a personnel file in respect of your employment and as required by law and your signature to this statement constitutes your consent to Confab holding such data and records. You hereby agree to advise Confab immediately of any change to your personal details such as name, address, bank account and next of kin and failure to comply will be considered a disciplinary offence.

# YOUR OBLIGATIONS

You must not (directly or indirectly) during the continuance of your employment at any time or afterwards, for your own benefit of any other person, firm or company use or exploit or disclose or divulge to any third party whether deliberately or by neglect or inadvertence any confidential Information unless specifically authorised by Confab or a court of competent jurisdiction or for the purposes of performing your duties under this agreement. On the termination of your employment and at any time on request you shall surrender to Confab all original or copy documents or information held in any other medium in your possession relating to any Confidential Information. Guidance as what constitutes “confidential Information” is set out in the Confidentiality Policy and you are required to familiarise yourself with the obligations of this policy set out herein.

You may not provide a reference for another member of staff of former employee. All requests for references must be promptly forwarded to the Directors of Confab.

Upon termination of this agreement for whatever reason or at any time on request you shall forthwith deliver up to Confab all property in your possession, custody or control belonging to Confab including but not limited

to the keys of your company car (if any), security and computer passes, computer hardware, facsimile machines and all documents and other records (whether on paper, magnetic tape or nay other form including correspondence, list or clients or customers, notes, memoranda, software, plans, drawing and other documents and records of whatsoever nature and all copies, notes, summaries and extracts there of) made or compiled or acquired by you during the employment and concerning the business, finances or affairs of Confab and/or the clients, agents, suppliers, distributors or customers of Confab.

You agree to adhere to any communications, IT, email and/or Internet policy in place from time to time. Confab may at any time monitor and record your use in such communications systems (including telephone, fax, email and Internet use) and you consent to such monitoring and/or recording taking place.

You are required to observe all obligations set out in Confab policies. You are required to read the policies carefully and keep yourself up-to-date with any changes to it. Your attention is drawn in-particular to the requirements of the following policies: Equal Opportunities, Health and Safety, Disciplinary and Grievance matters and Confidentiality. Failure to observe the requirements of these policies may result in disciplinary action as set out in the disciplinary policy.

You are required to pay or allow the deduction of any sums owing by you to Confab at any time from your salary or any other payment due from Confab to you.

# PROBATIONARY PERIOD

The first three months of service will be probationary. Upon successful completion of a three month probationary period, your line manager will confirm your appointment with Confab.

# RIGHT TO WORK

Please note that this contract is subject to you having a current and legal Visa / Work permit enabling you to work without restrictions within Pakistan. This contract of employment will be terminated immediately should you lose the legal right to work within Pakistan. It is your responsibility to inform Confab of any change in your visa status.

# GENERAL

Confab reserves the right to make reasonable changes to any of your terms and conditions of employment, such changes to be notified by way of notices posted on the company notice board.

The normal retirement age for your employment is 65 and your employment will terminate automatically on the day on which you attain that age or such other age as shall from time to time be agreed as the normal retirement age.

This agreement and employment under it are governed by and shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

4th August 2022

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# For and on behalf of Confabulate Ltd

I acknowledge receipt of a copy of the above contract of employment and have access to Confab current policies which are available in the office.

I understand that each of these documents contains terms and conditions applicable to my employment. I also confirm that I know of no restriction upon me in accepting this offer of

