THIS CONTRACT OF EMPLOYMENT MADE AND ENTERED INTO BY AND BETWEEN:

**SARAH OMOGBEMI and TIMILEHIN FALADE** operating under the name and style of **T&S GARMENT HUB** with her registered address at: 63 BOLA STREET EBUTE METTA authorized hereto (hereinafter referred to as the “EMPLOYER”) of which this expression also refers to her Heirs, Legal, Representatives, Successors in Title, Agents and Assigns of the one part;

**AND** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with his/her registered address at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “EMPLOYEE”) of which this expression also refers to his/her Heirs, Legal, Representatives, Successors in Title, Agents and Assigns of the other part

WHEREBY THE PARTIES AGREE AS FOLLOWS:

**1. APPOINTMENT;**

The EMPLOYEE, who hereby accepts the appointment and is appointed as a professional tailor for the EMPLOYER.

**2. DURATION**

This agreement will become affective as from the **20TH DAY OF MAY 2021** and it will continue until it has been cancelled in terms hereof.

**3. THE EMPLOYEE’S DUTIES**

3.1 The core of the EMPLOYEE’s duties towards the EMPLOYER is a duty to obey all lawful and reasonable order and to perform such work as she / he is directed to perform which falls within his / her vocational ability.

3.2 Without limiting the aforesaid duties, the EMPLOYEE is obliged to strictly comply with the provision of this agreement including the duties and terms stated under Appendix A, B & C.

3.3 The Employee may not misappropriate the EMPLOYER’s property, keep all information entrusted to him / her confidential and have to adhere to the general Code of Conduct that governs all relations with co-employees, clients, customers and visitors.

3.3 The EMPLOYER undertakes to draft a duty sheet in accordance with the post description and it will be filed on the EMPLOYEE’s personnel file.

**4. WORK PLACE**

The EMPLOYEE will execute his / her duties at the registered office provided that the EMPLOYER may require the EMPLOYEE to execute his / her duties at such a place as may be indicated by the EMPLOYER. Such an instruction will be given in writing to the EMPLOYEE.

The employee shall not be allowed to take pictures of apparels made in the atelier nor sew company designs for non-patronizers of the business.

The Employee shall not be allowed to engage Clients on a personal transaction basis nor be in personal possession of company assets.

**5. SERVICE HOURS**

* 1. Service hours will be from Monday’s to Friday’s from 9am to 6pm and 11am to 3pm on the first and last Saturday of every month. The EMPLOYER will however not expect of the employee to work more than normal hours of work unless in cases of urgency as may be mutually agreed by either party.

5.2 The EMPLOYEE will be entitled to a break period of thirty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given. Not more than five minutes shall be spent on the phone.

**6. REMUNERATION**

The EMPLOYEE will be entitled to the following remuneration:

* 1. A monthly salary of N40,000.00k.

6.2. The EMPLOYEE hereby gives permission to the EMPLOYER to deduct all obligatory deduction as authorized by statute from the above remuneration.

6.3 Overtime will be performed when so reasonably requested by the EMPLOYER and the EMPLOYER will remunerate the EMPLOYEE according to the Basic Conditions of the LABOUR ACT or other relevant legislation as may be applicable under the Laws of the Federal Republic of Nigeria.

**7. LEAVE**

7.2 ANNUAL LEAVE:

7.2.1 The EMPLOYEE is entitled to 10 days annual consecutive leave on full pay for each and every annual leave cycle.

7.2.2 The said leave shall be granted by the EMPLOYER as from a date determined by her at any time during the 12 months cycle but not later than one month after the completion of a 12 month’s period.

7.2.3 Upon termination of the EMPLOYEE’s employment the EMPLOYER shall pay to the EMPLOYEE his / her full remuneration in respect of any leave which accrued, but not granted to him / her before the date of termination of the employment.

**7.3 SICK LEAVE:**

The EMPLOYER shall grant to the EMPLOYEE who is absent from work through incapacity during a sick leave cycle of 3-4 days provided that beyond the 3-4 day period shall be without pay.

The EMPLOYEE will provide the EMPLOYER with a medical certificate when applying for sick leave. The medical certificate must be issued and signed by a medical practitioner or person who is certified to diagnose and treat patients and who is registered with a professional council.

**7.4 ACCRUAL OF LEAVE**

7.4.1 Leave may not be accrued by the EMPLOYEE and in the event of it not being taken, the EMPLOYEE will forfeit it.

**8. PUBLIC HOLIDAYS**

The EMPLOYEE is entitled to such public holidays on full pay as are determined by law.

**9. TERMINATION**

9.1 This agreement may be terminated by either party by giving a 1- month written notice of termination of service the one to the other, provided that such notice must be given on the 1st day of the particular month.

9.2 Employment shall however be immediately terminated if there’s a breach in confidentiality, where an employee steals, mismanages office materials, destroys or mishandles clients apparels more than twice, insubordination, bullying or sexual harassment.

9.2 The period of notice shall not be given during the EMPLOYEE’s absence on leave as determined herein.

**10. GOVERNING LAW AND JURISDICTION**.

This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Nigeria.

**11. DISPUTE RESOLUTION**.

Any difference, controversy or dispute arising out of or connected with this Agreement or the breach thereof which cannot be mutually resolved by amicable discussions between the parties (“the dispute”) shall be referred to the Lagos Court of Arbitration for Mediation to be conducted in accordance with the Lagos Multi-Door Court House Rules. Unless the parties agree other, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the Lagos Multi-Door Court House Practice Directions. The Mediation shall be held at a venue agreed between the parties, failing which it shall be held in Lagos, Nigeria. The settlement agreement reached by the parties shall be final and binding as soon as same is signed by parties or their representatives.

**THIS EMPLOYMENT AGREEMENT WAS EXECUTED BY THE AFOREMENTIONED AUTHORZED PERSONS OR THEIR DULY APPOINTED REPRESENTATIVES at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_**

**EMPLOYER ;** ­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As Witness:

NAME ; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS ; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCCUPATION; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYEE**

As Witnesses:

NAME ; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS ; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCCUPATION; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_