

HWANDA ENTERPRISES PBC

..... 2024

(Full name).....

(c/o Address).....

.....

Dear,

Re: CONTRACT OF EMPLOYMENT

We have pleasure to offer you a new role within the company. The terms and conditions are as outlined below.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. JOB TITLE

Your position will be at Hwanda Enterprises. You will report to the manager or any delegated official, whom you will be under direct supervision and answerable to.

2. JOB DESCRIPTION

- 2.1** You shall perform such duties as defined in the job description and in accordance with the standards of performance set out and agreed to with your immediate supervisor. This will be signed separately.
- 2.2** Nothing contained in this clause shall preclude Hwanda Enterprises from assigning you and/or transferring you from time to time to such other duties and responsibilities appropriate to your qualifications and experience without changing the essential character of this contract.

3. DURATION OF THE CONTRACT

- 3.1** You shall serve Hwanda Enterprises on a months renewable contract commencing
- 3.2** Hwanda Enterprises uses the Balanced Scorecard Performance Management System which is the basis upon which terms of employment contract are determined. However, NEC relevant to our industry rates take precedence.

4. REMUNERATION

- 4.1** Your Remuneration shall be on a "Total Cost to Company" basis and Hwanda Enterprises shall pay you as follows:

4.1.1 Your Total Cost to Company

Basic Salary	
Living Allowance	
Commission	Sales Based

5. NSSA, ZIMRA

- 5.1 Membership to NSSA will be in accordance with statutory requirements.
- 5.2 Applicable tax will be deducted from your salary and remitted to Zimra as per statutes

6. VACATION LEAVE

- 6.1** You accrue **2.5 days** leave days per month (this includes weekends and public holidays).

7. DUTY OF CARE AND CONFIDENTIALITY

- 7.1** All work conducted by Hwanda Enterprises is confidential. Under no circumstances may information be divulged to persons inside or outside the organisation concerning office matters, business issues, salaries or conditions of service, or customer (guest or punter) information. Any breach of confidentiality will result in disciplinary action being taken against you.
- 7.2** You shall exercise all reasonable care and diligence in the performance of your duties in accordance with the Hwanda Enterprises Human Resources procedures, policies and regulations and Code of Conduct that is, Statutory Instrument 15 of 2006 or it's any subsequent amendments thereof which I have read and understood.
- 7.3** You shall not, during the term of this contract or thereafter, without consent of the Hwanda Enterprises, disclose any matter concerning the Hwanda Enterprises business which came to your knowledge in the course of or incidental to your being employed by the Hwanda Enterprises except so far as may be necessary and proper for the conduct of Hwanda Enterprises business and in accordance with the Human Resources procedures, regulations and policies Code of Conduct that is Statutory Instrument 15 of 2006 or its subsequent amendments thereof.

8. COMMUNICATION, TEAMWORK AND PERFORMANCE

- 8.1** It is essential that you develop an understanding of Hwanda Enterprises issues. Hwanda Enterprises expects a high standard of commitment from you. Communication and teamwork are very important, and Hwanda Enterprises expects you to make your contribution and play your part in ensuring the success of the organisation. It is essential for you to take ownership of assignments, to achieve quality standards and to meet deadlines. There is a formal performance management system which you are required to implement for your team.

9. INTEGRITY, EFFICIENCY, PASSION AND EXCELLENCE

- 9.1** You shall conform to the highest standards as set out in the Hwanda Enterprises Human Resources regulations and procedures, Code of Conduct and Policies.
- 9.2** **Hwanda Enterprises** expects that the conduct of its entire staff with customers (guests and punters), business contacts, and members of the public and with superiors, colleagues and subordinates, will foster its image as one that has a commitment to its core values and integrity.
- 9.3** **Hwanda Enterprises** expects you to adhere to and uphold the organisation's core values, and you may be subjected to security vetting during the subsistence of your contract. Your contract will be terminated in the event of you failing the vetting process and Hwanda Enterprises shall not be under any obligation to give reasons for your failure.
- 9.4** All disciplinary and grievance issues will be dealt with in terms of the Employment Code of Conduct and Grievance Procedures that apply to every employee that is Statutory Instrument 15 of 2006 or its subsequent amendments.

10. CONFLICT OF INTEREST

- 10.1** You are required to devote your attention at work to the affairs of Hwanda Enterprises. You shall not be involved, either directly or indirectly, during or outside business hours in any business interests and/or private work that is adverse to, prejudicial to or competing with the interests of Hwanda Enterprises.

- 10.2** Any business interests and/or private work must be declared at commencement of this appointment, and approval for any subsequent outside business interests and/or private work must be obtained from Hwanda Enterprises through your superior.
- 10.3** Reasonable requests to carryout private work will not be refused, provided that there is no conflict of interest with Hwanda Enterprises' work and use of Hwanda Enterprises resources and facilities is not acceptable. The private work and outside interests must not have a negative effect on the Hwanda Enterprises's image and reputation and your ability to perform your duties.

11. CUSTOMER SERVICE

- 11.1** This is a significant focus for Hwanda Enterprises, and it is important that all staff demonstrate commitment to customer service. This includes providing high quality service, being responsive to customer queries, requests, complaints and problems. It also includes promoting the image of Hwanda Enterprises.
- 11.2** It is important to ensure that you establish a culture with internal staff which is based on a commitment to performance, and which demonstrates responsiveness, willingness to help, compliance with procedures, a sense of urgency, attention to detail and maintaining effective relationships.

12. OFFICE HOURS

- 12.1** Ordinarily your working hours are 8.5 hours for 26 days in a month. However, due to the position and nature of the commercial/hospitality business, you may be expected to work beyond these times when necessary.

13. TERMINATION OF THE CONTRACT

- 13.1** Hwanda Enterprises may at any time during the period of contract terminate your contract for misconduct, misbehaviour, non-performance in terms of your scorecard, inability to perform the functions of your office or any other reasonable cause determined by Hwanda Enterprises.
- 13.2** Either party may terminate the contract by giving one month's notice in writing or paying to either party one month's salary in lieu of notices.

14. CANCELLATION FOR MISREPRESENTATION/NON-DISCLOSURE

- 14.1** Hwanda Enterprises shall summarily terminate this contract for misrepresentation or non-disclosure in the event of your failure to disclose material facts which you had an obligation to disclose prior to the signing of this contract, which material facts have a bearing on the subsistence of the contract.

15. GENERAL CONDUCT

- 15.1** You shall conduct yourself in a manner which is not detrimental to Hwanda Enterprises and shall have an acceptable behaviour which does not tarnish the image of the Hwanda Enterprises.
- 15.2** You shall abide by the laws of the land and respect leadership of Hwanda Enterprises and shall at all times adhere to all the Procedures and Regulations of Hwanda Enterprises as embodied in the Employee Manual.

For and on behalf of Hwanda Enterprises

.....
General Manager

ACCEPTANCE

I, _____, **accept/decline** the terms and conditions of employment as set out in this document.

Signature: _____

Date: _____

ID Number: _____

Cell Phone: _____