**CONTACT**

**STRICTLY PRIVATE AND CONFIDENTIAL**

*(Terms and conditions of Contract for position of General Manager)*

*Hanoi 22nd January, 2021*

**1. POSITION TITLE:** General Manager

Full name:

Address*:*

Telephone*:*

Pasport number*:*

Place of birth*:*

Date of birth*:*

Nationality*:*

Gender*:*

**2. HOTEL:**

Reprentative:

Position title:

**3. DUTIES AND RESPONSIBILITIES:** As per Job description, which will be subject to such policy changes as may be introduced by management from time to time.

**4. COMMENCEMENT – DURATION – PROBATIONARY PERIOD:**

**4.1 Commencement:** This Labour Contract will take effect on the day of signing. The employee will take office on ……., 2021, after day of signing procedure.

**4.2 Duration:** This Labour Contract has been agreed for the duration of two (2) years starting with the day of taking office by the employee.

**4.3 Probationary Period:** The probationary period is two (2) months, in which both parties can terminate the labour contract with a notice period of two (2) weeks – without the necessity to explain reasons for the termination.

After the probation and during the confirmed period, both parties can terminate the labor contract with a notice period of 2 months.

**5. REMUNERATION:**

**5.1 Salary:** The Company will pay you a net monthly salary of USD 3.500.00 (three thousands five hundreds US dollars) per month for. Salary payment/transfer will be carried out by the 5th of every month to a bank of employee’s choice at no cost for the employee. After 2 months probationary period, the company will pay a net monthly salary of USD 3.500.00 (three thousand and five hundred US dollars) if the contract will be extended.

**5.2 Fixed Bonus:** You will receive an annual bonus of thirteenth month’s salary, based on your salary at 31 December. Bonus is normally paid in December. Staff with less than a full calendar year’s service receive a proportionate bonus calculated on the actual number of days of service during the current year.

**5.3 Benefits:** As mentioned in Addendum 1

**6. HOTEL PASSAGE:**

6.1 The Company will be responsible for your passage from .......... to ......... report for duty.

6.2 The Company will also pay for the transportation plus insurance of personal effects by sea up to a maximum load of 100kgs.

**7. REPATRIATION PASSAGE:**

7.1 After one year completion of the labour contract, the Company will be responsible for your repatriation by air transfer from .............. to ............ for yourself upon completion of your contract.

7.1 In the event of repatriation by the Company, the Company will also pay for the transportation plus insurance of personal effects by sea up to a maximum load of 100kgs. Insurance for items such as precious objects, etc are for your own account.

**8. ACCOMMODATION:**

The Company will provide you with appropriate accommodation at the hotel’s premise or outside of the hotel suitable for Senior Executive.

**9. HEALTH INSURANCE:**

Employee is entitled to have health insurance.

**10. ANNUAL LEAVE & OFF DAYS:**

You are entitled to three weeks annual leave for every 12 months’ service.

10.1 Annual leave should be taken during the calendar year it is earned and cannot be carried forward without written approval of chairman/chairwomen.

10.2 If you leave service and have not taken annual leave accrued due to necessarily of work and your willingness, you will be entitled to salary in lieu of outstanding leave; likewise, if you leave service and have taken annual leave before completing equivalent period of service, salary in lieu of leave has to be refund back to the Company.

10.3 Outstanding annual leave may not be utilized to substitute period of notice for termination.

**11. OVERSEAS TRAVEL ALLOWANCE:**

11.1 You will be entitled to an Overseas Travel allowance annually based on the cost of the current Economy class airfares ..................... (or major nearby airport) for yourself upon completion of one year service.

11.2 The Overseas Travel allowance covers return airfare economy class for you, airport taxes, travel insurance.

11.3. Allowance may not be exchanged for cash and cannot be carried forward to the next year unless with the company special approval.

**12. TAX:**

Income tax arising out of your employment with the hotel in Hanoi, will be borne by the Company.

**13. TERMINATION NOTICE:**

Either party may terminate this agreement by giving 2 (two) months’ notice in writing or 2 (two) months’ basic salary in lieu of notice.

**14. RESTRICTIONS:**

During the term of this contract, you will not be employed or engaged by any other person, firm or company, or acquire any other undertaking carrying on business of a similar nature or in competition with the Company, without the previous consent of the Company in writing.

**15. OTHER CLAUSES:**

15.1.The Company will apply for the employee’s work permit, and visa for employee within the country of assignment and pay all resulting fees.

15.2.The employee will provide and be responsible for correct documents and certificates related to health status including HIV, hepatitis B.

**16. GOVERNING LAW:**

This contract is ruled by the laws applicable in the country of Vietnam.

Any dispute between the two parties arising during the execution of the contract shall be solved through mutual negotiation and amicable settlement or otherwise under the judgment of the Court belonging to Hanoi Tribunal. The decision of the Court is final decision which both parties should follow.

**17. GOVERNING LANGUAGE:**

This contract is executed in the Vietnamese and English languages, both versions

being equal.

This labour contract is made into 4 copies with same value, each party keeps 2 copies with the effect from ...................

|  |  |  |
| --- | --- | --- |
| **Employer**  *(Signature)* |  | **Employee**  *(Signature)* |

**ADDENDUM 1**

Mobile Phone allowance not exceed USD 50/month and based on actual bills.

Meal and Beverages: in all resort outlets, at no charge, nable amount, for private and personal purpose will be at the cost as per company policy.

Laundry and Dry Cleaning: in resort laundry, at no charge.

Company Car: The resort provides an appropriate company car for business, on Rest and Recreation time to Hanoi, mainly on weekdays, GM can use the resort car, it will not deter the resort operations. Transportation allowance: USD 100 /month. Full car maintenance and driver provided by resort.

*( Please add to the contract)*