

Agreement On Working Conditions

(Hereinafter as the "Contract" or the "Agreement")

1. The Parties :

1.1. Employer Information

Name / Business name: AABBCC
Representative of the hotel: XXX
Address: ASASASA 1111
Country: Cyprus
Company identification number: CY 100 153 42 P

(Hereinafter as the "Employer")

1.2. Candidate Information

Name and surname: XXX
Date of birth: Not stated
Address: Nejedleho 32
Country: Slovakia

(Hereinafter as the "Candidate")

2. Law Required Information:

2.1. The place of work: AABBCC
2.2. The place of work: AABBCC
2.3. Agreed working position: Animator
2.4. Commencement of employment: 02. Apr 2017
2.5. Termination of the employment: 31. Oct 2017
2.6. Net salary: 400 € / month

3. Other Conditions Agreed:

- 3.1. The Employer is obliged to introduce working conditions at the hotel and to provide Candidate with the initial training for the particular job position.
- 3.2. The Candidate is obliged to carry out work following the instructions of the Employer. In the case the Candidate violates the discipline, his/her duties or the law of the country "Cyprus" or illegal consumption of alcohol, drugs or gambling, the Employer is entitled to discharge the Candidate on his/her own expenses.
- 3.3. The Employer is entitled to terminate the contractual relationship with the Candidate during the first month, which is considered as a trial period, but he has to inform the Candidate at least 5 days in advance (during those 5 days the Employer shall still provide Candidate with the accommodation and meals). The Employer may terminate this contract under the following circumstances:
- 3.3.1. If the Candidate does not have the experience and knowledge necessary to perform their work, even though they signed labor contract
- 3.3.2. If the Candidate does not perform his/her duties following the instructions of the Employer.
- 3.3.3. If the Candidate is not present at work for more than ten days due to the illness.
- 3.4. The Agreement can be terminated after the trial period by either contracted party without specification of the reason before the end of the working period by giving 3 month notice.
In case any party would decide to terminate the Agreement on working conditions before agreed period of notice, penalty of 250 EUR is payable to the other party as a compensation.
- 3.4.1. The exceptions for the Employer's side are:
- The candidate submitted to the Employer documents or provided information regarding his/ her qualifications or assumptions for the performance of the Work and these were false, misleading, or invalid,
 - The candidate violated the work discipline, neglected, or disobeyed the instructions of the Employer or his representative,
 - The Candidate showed health reasons that the Candidate knew prior to joining the Work,
 - Other serious reason accepted by other party.
- 3.4.2. The exceptions for the Candidate's side are:
- Serious Health problems supported by Doctor's Medical report/s and justified by the Employer
 - Other serious problems accepted by other party.

4. Accommodation

- 4.1. The Employer is obliged to provide the Candidate with the appropriate accommodation during the whole stay in the country "Cyprus". Based on this Agreement, the term "appropriate accommodation" represents the accommodation for 2-4 people in a clean room (The Candidates are strictly obliged to maintain the room clean and in good condition).
- 4.2. In the case the Candidate demonstrates dissatisfaction with accommodation, the Employer is obliged to correct this mistake by providing better accommodation within 24 hours. On the other hand the Candidate is entitled to receive financial compensation from the Employer to cover the cost of alternative accommodation.
- 4.3. Accommodation consists of:
 - Bed
 - Wardrobe
 - At least 1 window
 - Toilet
 - Bathroom
 - AC or a fan
 - Kitchenette

5. Salary

- 5.1. The parties have agreed on the payment of net salary, after the deduction of all levies and charges in accordance with law of the country "Cyprus" in the amount of 400 EUR per month, which shall be paid by the 15th day of the following month to the account of the Candidate and the last salary before Candidate's leaving.
- 5.2. The contributions provided by the Employer consisting of statutory holidays and the 13th salary will be included in net monthly income.
- 5.3. The Candidate is allowed to keep the tips.
- 5.4. In the case the the payment of salary is delayed for more than 5 days, the Employer is obliged to pay to the Candidate without any other delay at least half of Candidate's salary and also the contractual penalty of EUR 30 per each started week of delay from the day on which the salary should be paid.

6. Working Hours And Extra Hours:

- 6.1. The working time is 8 hours a day with breakfast, lunch and dinner breaks. The number of working days is 6 days a week.
- 6.2. Any change, as well as the salary for the extra hours in the amount of 2 EUR per hour, shall be agreed directly with the manager of the hotel, at which the Candidate is located. The salary for extra hours shall be counted in Candidate's net salary. Based on this Agreement, the term "extra hours" represents each completed hour.

7. Additional:

- 7.1. The Employer is obliged to provide the Candidate with:
 - 7.1.1. Insurance: Health, Social
 - 7.1.2. Transfer: Bus transportation not required
 - 7.1.3. Working uniforms: Yes, provided by hotel

8. Transfer To/From The Destination:

- 8.1. Transfer to the destination is not arranged financially by the hotel.
 - 8.1.1. The Candidate is obliged to send to the Employer the information about his/her arrival (date, place and time of departure, airline, flight number, date, place and time of arrival at the destination) through the portal chat at least 14 days before departure. If the article 10.4 is not valid, the Candidate can arrange the flight ticket from the destination on their own.
- 8.2. Transfer from the destination is not arranged financially by the hotel

9. Contractual Penalty:

- 9.1. OSA provides a database of Candidates and monitors the progress of all communications up to the conclusion of the contractual relationship. In the case of the circumvention of the OSA process, OSA claims contractual penalty from each of the contracting parties in the amount of up to 5,000 euros.

The Candidate

The Employer