

EveningCrest

Global Financial Advisory Services

Evening Crest Sdn Bhd (1296186-U)

C-03A-01, Colonial Tower Empire City Damansara, Damansara Perdana,
Jalan PJU 8, 47820 Petaling Jaya, Selangor, Malaysia.

Phone: +60377326186 / Email: eveningcrest@gmail.com

Website: <https://eveningcrest.com>

APPOINTMENT LETTER TO A DRIVER

Ref. no: ECSB/LOF/2022(100/01)

Date: 25th October, 2022

To:

Dear _____,

Ref: Your application dated on **23rd October, 2022**.

With reference to your application dated above and on an interview you had with us, we are glad to offer you the position as the **COMPANY'S DRIVER TO THE CORPORATE ADVISOR** which to be based at our office *C-03A-01, Colonial Tower Empire City Damansara, Damansara Perdana, Jalan PJU 8, 47820 Petaling Jaya, Selangor, Malaysia* effective on **1st November, 2022** on the following terms and conditions of your employment:

CONTRACT OF EMPLOYMENT

Further to our discussion and the company are pleased to offer you the position of **COMPANY'S DRIVER TO THE CORPORATE ADVISOR** which to be based at our office *C-03A-01, Colonial Tower Empire City Damansara, Damansara Perdana, Jalan PJU 8, 47820 Petaling Jaya, Selangor, Malaysia* effective on **1st November, 2022**. Following are the other terms and conditions of your employment:

1. Salary

You will draw a basic salary of **RM3,000.00 (Ringgit Malaysia: Three Thousand Only) per month** in the grade of **RM 300.00 (Ringgit Malaysia Three Hundred Only)** apart from usual allowances.

2. Outstation Journeys

It is clearly understood that as driver, it could be your duty to take the vehicle for outstations journeys and when so required. However, for such outstation journeys you will be paid **RM150.00 (Ringgit Malaysia: One Hundred Fifty Only)** as diet money for each day unless there will be proper arrangement for safe custody of vehicle, you will sleep in the vehicle itself.

3. Working/Duty Days

Your duty working days will be from **Monday to Friday**. On the day of Saturday, Sunday and Public Holidays you will be entitled to get pay at the rates of **1.5 (Saturday), (2.0) Sunday and 3.0 (Public Holidays)** per hour if you are requested by the management to perform your duty on that particular days.

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4. Working/Duty Hours

Your duty hours will be from **9:00 a.m. to 9:00 p.m.** and/or will be decided by the management.

5. Probation Period

Your appointment for the period of **3 Months** will be on probation, which can be extended further or terminated earlier at the discretion of the management. You will however, continue to be on probation till you are expressly confirmed in writing by the management.

6. Termination of Service

During the employment period, termination of your employment services can be affected by either giving two (2) weeks notice in writing or two (2) weeks salary in lieu of such notice and without having to assign any reason hereto.

7. Annual Leaves and Public Holidays.

You shall be entitled for 14 days of annual leave during your engagement of employment. You shall observe the eighteen (18) gazetted public holidays by the government displayed yearly in your workplace, five of which shall be:

- i. the National Day
- ii. the Birthday of the Yang di-Pertuan Agong,
- iii. the Birthday of the Ruler or the Yang di-Pertuan Negeri or the Federal Territory Day
- iv. the Worker's Day and
- v. Malaysia's Day

8. Medical Leaves

You are also eligible for seven (7) paid medical leave (including dental cases).

9. Physical and Mental Fitness

Your continuation in the employment will always be subject to your remaining physically and mentally fit and alert. The management shall have every right to get you medically examined or re-examined at any time by the registered medical practitioner, or Eye-specialist or a civil surgeon, whose finding will be final and binding upon you.

10. Driving the Vehicle

In respect of driving the vehicle, you will be held responsible for all acts, omissions and non-compliance of rules and regulations for vehicle by you for the company. If any fine or penalty etc. is to be paid by the company on account of your negligence or violation of rules and regulations, you will reimburse the said amount forthwith you will ensure proper maintenance and upkeep of the vehicle and the instructions/directions that may be given to you from time to time will always be complied with.

11. Engagement Yourself Elsewhere for Any Other Work.

You will be a whole - time employee of the Organisation and as such you will not engage yourself elsewhere for any work either honorary for remuneration without permission from the management.

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12. Your Services/Transfer of Office Duties

Your services will be liable to be transferred from one place to another and/or from one branch office to another and/or from one vehicle to another purely at the discretion of the management.

13. Self-Discipline While Driving

You will not drive the vehicle in a drunken state or under the influence of any other intoxication or drugs.

14. Compliance of the Traffic Rules and Regulations.

You will be personally responsible for strict observance and compliance of the traffic rules and regulations.

15. Vehicle(s) Conditions

You will keep the vehicle in a clean and good working conditions and will be responsible to see that the vehicle is periodically serviced and tuned.

16. Violation of Any Traffic Rules and Regulations

In case of challan or prosecution or fine for violation of any traffic rules and regulations, you will be personally liable for the payment of fine imposed on you for such violation.

17. Responsibility – Vehicle(s) Stolen/Missing

In case, any part of the vehicle is stolen and/or is found missing, you will be personally liable to make good the loss to the company.

18. Responsibility - Safe Custody of the Vehicle(s)

You will be responsible for the safe custody of the vehicle driven by you and in case of damage or loss, due to your negligence, you would be held responsible to make good such loss damage.

19. At the Close of Duty

At the close of duty, you will park the vehicle properly locked in the garage or at the usual parking place and shall hand over its keys to the person authorised in this behalf.

20. Purchase Consumption of Petrol/Diesel and Lubricant Oil

You will maintain proper account of purchase consumption of petrol/diesel and lubricant oil and shall make proper entries in the log book, which shall always be kept in the vehicle and you will produce the same for inspection as and when required.

21. Restrictions/Permissions

You will not leave the premises of the organisation nor you will take the vehicle anywhere unless so permitted by the management.

22. Un-authorized Person to Travel

You will not allow any unauthorised person to travel in the vehicle.

23. Proper Attires

Your attire is the clothes you are wearing. While on duty, you will wear a neat clean and ironed uniform, and will keep the driving license with you.

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24. Summary of Dismissal

The company reserves the right to dismiss an employment for gross misconduct which includes one or more of the following – bribery and corruption, drug abuse and dependency, safety violation, alcohol intoxication, cheating and dishonesty, breach of secrecy and confidentiality, insubordination, gross negligence of duty, criminal conviction and bankruptcy.

25. Anti-Bribery and Anti-Corruption Policy

Employees are required to comply with the relevant provisions and sections of the Malaysia Anti-Corruption Commission Act 2009. Employees are prohibited from using their position or knowledge gained directly or indirectly in the course of their duties and responsibilities or employment for private or personal advantage.

26. Amendments

The company reserves the right to amend any of the abovementioned benefits and conditions of service as and when it seems necessary.

Thank you.

Yours sincerely,

For and on behalf of:

EVENING CREST SDN BHD.

NAME

Director

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ACCEPTANCE

In case the above term and conditions are acceptable to you, please sign the Carbon copy of the letter in token of your acceptance and return the same for record.

I, _____ NRIC: _____ hereby fully understand and confirm my acceptance of the terms and Conditions stipulated in this letter.

Employee's Signature:

Date:

Approved by:

NAME:

Position: Director

NRIC:

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SUMMARY OF EMPLOYMENT

POSITION: COMPANY'S DRIVER TO THE CORPORATE ADVISOR

No	Items	Description Details
1	Effective date	1 November 2022
2	Salary (Per month)	RM 3,000.00 (Ringgit Malaysia: Three Thousand Only)
3	Allowance (fuel)	RM 300.00 (Ringgit Malaysia Three Hundred Only)
4	Outstation (Diet money)	RMM150.00 (Ringgit Malaysia: One Hundred Fifty Only)
5	Working/Duty days	Monday to Friday.
6	Weekends and Public Holidays	Working on the day of Saturday, Sunday and Public Holidays you will be entitled to get pay at the rates of 1.5 (Saturday), (2.0) Sunday and 3.0 (Public Holidays) per hour. <i>Note: Calculation for Saturday (per hour): Basic Salary ÷ 26 ÷ 8 x 1 x 1.5</i>
7	Probation period	3 Months
8	Annual leaves	14 days
9	Medical Leaves	7 days paid medical leaves
10	Termination notice	4 weeks
11	EPF	9% - Employee's contributions and 12% - Employer's contributions
12	Company's Car Entitlement	To be considered (with the car values less than RM 100,000.00)