

This document is intended as a general overview of some of the key terms that are likely to be relevant to a Indian start-up. It is governed by republic of India law and is only appropriate for use in the India. If any changes are made to the contents of this document, any cross-referencing may need to be updated.

It is not possible to provide comprehensive advice on the matters that may apply in the particular circumstances of your business in this document. This document is also by no means exhaustive. If you have any queries or concerns in relation to this document, we recommend that you seek legal advice before taking any further action. No responsibility is taken for any actions taken or not taken on the basis of this document.

Sample Employment Contract (Part-time work)

On employer letter head

This contract of employment is entered into between _____ (hereinafter referred to as 'Employer') and _____ hereinafter referred to as 'Employee') on _____ under the terms and conditions of employment below :

- 1. Commencement of Employment** Effective from _____
 until either party terminates the contract.
 for a fixed term contract for a period of _____ * day(s) /week(s) / month(s)/ year(s), ending on _____.
- 2. Probation Periodt** No Yes _____ * day(s) / week(s)/ month(s)
- 3. Place of Work** _____
- 4. Working Hourst** Fixed, at _____ days per week, _____ hours per day from _____ *am/pm to _____ *am/pm
- 5. Meal Breakt** Fixed, from _____ *am/pm to _____ *am/pm *with/without pay
 Not-fixed, at _____ *minutes/hour(s)per day, *with/without pay
Meal break *is/ is not counted as working hour(s).
- 6. Job duty** _____

- 7. Wages**
(a) wage ratef Basic wages of \$ _____ per * hour/ day /week/month;
(b) overtime payt At the rate of \$ _____ per hour

(c) payment of wages & wage period(s)†

- At the rate according to ** normal wages / _____ % of normal wages*
- Every month, on _____ day of the month for wage period from _____ day of the month to _____ day of *the month/ the following month.
- Twice monthly, payable on
 - (i) _____ day of ** the month / following month* for wage period from _____ day of the month to _____ day of *the month/ the following month.
 - (ii) _____ day of ** the month / following month* for wage period from _____ day of the month to _____ day of *the month/ the following month.
- Once for every _____ **day(s)/week(s)* for wage period from _____ to _____.

8. Holidays†

The Employee is entitled to statutory holidays as specified in the Employment Ordinance.

9. Termination of Employment Contract†

A notice period of _____ ** day(s) /week(s)/ month(s)* or an equivalent amount of wages in lieu of notice (notice period not less than 7 days).

During the probation period (if applicable) :

- within the first month : without notice or wages in lieu of notice
- after the first month : a notice period of _____ ** day(s)/ week(s)/ month(s)* or an equivalent amount of wages in lieu of notice (notice period not less than 7 days).

10. Work Arrangements during Typhoon

The Employee is required to work when typhoon signal no.8 or above is hoisted. In addition to wages, the employee is entitled to ** typhoon allowance / travelling allowance at \$ _____ or _____ % of normal wages.*

The Employee is not required to work when typhoon signal no.8 or above is hoisted and no wages will be deducted during the period. The Employee is required to resume duty if the typhoon signal no.8 is lowered not less than _____ hours before close of working hours.

11. Work Arrangements during Black Rainstorm Warning†

The Employee is required to work when black rainstorm warning is hoisted. In addition to wages, the employee is entitled to ** rainstorm allowance / travelling allowance at \$ _____ or _____ % of normal wages.*

The Employee is not required to work when black rainstorm warning is hoisted and no wages will be deducted during the period. The Employee is required to resume duty if the black rainstorm warning is cancelled not less than _____ hours before close of working hours.

12. Others

The Employee is entitled to all other rights, benefits or protection under the Employment Ordinance, the Minimum Wage Ordinance, the Employees' Compensation Ordinance and any other relevant Ordinances.

The Employer and the Employee hereby declare that they understand thoroughly the above provisions and agree to sign to abide by such provisions. They shall each retain a copy of this contract for future reference.

Signature of Employee

Signature of Employer or Employer's Representative

Name in full : _____
HK I.D. No : _____
Date : _____

Name in full : _____
Date : _____