

PRIVATE & CONFIDENTIAL

Date:

Name & Address

Dear ,

POST OF

This has reference to your recent application for the above position and the subsequent interviews held in this regard and we have pleasure in offering you employment in our Company as with effect from, on the following terms and conditions:

1. Probation

- (a) Your appointment will be subject to a probationary period of six (6) months and your confirmation thereafter will depend on the performance of your work, attendance, general conduct and attitude towards the work involved.
- (b) The management reserves to itself the right to extend your period of probation for a further period or terminate your probationary employment, in the event of your performance not being satisfactory. During the probationary period or extension thereof, either party is entitled to terminate this contract of employment without notice and without assigning any reason for such termination.
- (c) In the event of your performance being satisfactory, your confirmation shall be communicated to you in writing and you will remain a probationer until confirmed in writing. However if the date for confirmation is past and you have not received any communication regarding your confirmation or any extension thereof, you may apply in writing to be confirmed in your appointment.

2. Salary

- a) You will be paid an all inclusive salary of **Rupees** (**Rs.**/=) per month, which shall include all statutory or other allowances.
- (b) Your increments shall not be automatic and the Company reserves to itself the right to suspend, stop or defer your increments on account of unsatisfactory work, conduct or indiscipline.
- (c) Your salary has been determined taking into account that as an Executive you may be called upon to work extra hours at any hour of the day and on any day of the year. Therefore, you will not be entitled to any additional payments or allowances paid in lieu of overtime.

3. Perquisites

1. The benefits of the Company's medical scheme as presently existing for surgical and hospitalisation expenses in this Company will be made available to you.
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4. Duties

In addition to your duties as you may be required to perform such other duties as may be referred to you, which are within your capability and skill.

Your Job Description will be issued to you upon assuming duties but this will be subject to revision at the discretion of the management and the exigencies of service.

You will report to in the discharge of your duties.

5. Provident Fund and Trust Fund

During your employment you will be a member of the Employees' Provident Fund (EPF) and you shall contribute 8% of your salary to the said Fund while the Company will contribute a sum equivalent to 12% of your salary to the said fund.

The Company will also contribute a sum equivalent to 3% of your salary to the Employees Trust Fund (ETF).

6. Leave

(1) Your maximum annual leave entitlement from the **3rd year** of employment will be as follows:

- (a) Casual Leave 7 days
- (b) Annual Leave 14 days
- (c) Medical Leave days

(2) The above will be subject to the following conditions:

- (a) All leave will be on a non-cumulative basis
- (b) During the 1st year of employment you will be entitled for half (½) a day's **Casual Leave** for every month completed;
- (c) **Annual Leave** will be available only in the second year of employment and will be as stipulated in the Shop and Office Employees Act (there will be no Annual Leave entitlement in the first year of employment);

In the 2nd year of employment your Annual leave entitlement will be days.

- (d) **Medical Leave**
- (e) For the purpose of leave, the "Year" shall mean the period commencing on the first day of January of the year and ending on the thirty first day of December of that year and the first year of employment shall mean the period between your date joined and the 31st of December of that year.
- (f) The onus of availing yourself of your Annual Leave entitlement will be clearly on yourself and the Company expects you to indicate at the beginning of the year, your intended Annual Leave pattern on a roster;
- (g) The Annual Leave, to which you are entitled, shall be taken on days to be mutually agreed upon in writing, and with adequate notice. The sufficiency of notice shall be decided by the management depending on the reasonableness of the request.

- (h) At least one stretch of Annual Leave shall be of not less than seven days duration.
- (i) **Casual Leave** should not normally exceed two days at a time nor immediately precede nor follow Annual Leave. Casual Leave should be availed of with prior authorisation, except in cases of dire emergency in which event you are required to inform the Manager in Charge indicating reasons. Approval of leave in such circumstances will be at the sole discretion of the management, depending on the circumstances and exigencies of work.
- (j) **Medical Leave**

7. Weekly and Statutory holidays

Your weekly and statutory holidays shall be in accordance with the Shop and Office Employees Act. Your weekly holidays and other holidays will be notified to you by the Management depending on the exigencies of service.

8. Disciplinary Control

You will be liable to disciplinary control and on account of any form of misconduct, your services are liable to be terminated without notice or payment in lieu. You are also liable to be suspended without pay either as a disciplinary measure or pending the outcome of disciplinary proceedings.

9. Hours of Work

Your normal working hours will be from to p.m. from Monday to Friday, both days inclusive, with a meal break of half an hour. We reserve to ourselves the right to change these hours and/or days within the rules and regulations stipulated by the Law prevailing at the time to suit the exigencies of the business.

10. Medical Examination

The Company reserves the right to subject you to a medical examination at any stage during your period of employment by a Registered Medical Practitioner or Board of Medical Practitioners of its choice. If such examination should reveal any disease or condition which in the opinion of the management will prevent you for performing your duties effectively or renders your continuing in the Company impossible, the management reserves the right to terminate your services on payment of a month's salary in lieu of notice.

11. Training

You may be subjected to a period (or periods) of training in Sri Lanka and/or abroad if it is considered necessary by the Company. In the event of such training being provided to you, the management reserves to itself the right to impose upon you a written Bond to ensure that you shall serve the Company for a minimum period of time or make a payment in-lieu of that minimum period, to be stipulated, after such training. The management will in such case/s also stipulate a penalty and/or damages to which you will be liable in the event of you failing to honour such Bond.

12. Transfer

The Company reserves to itself the right, due to the exigencies of business, to transfer you from one department or branch to another or to any Subsidiaries or Associate Companies within the Group, within Sri Lanka, whether such department, branch, subsidiary or associate Company exists now or is established in the future.

13. Notice of Termination

After confirmation, this contract can be terminated by either party by giving written notice of **three (3) months** or by the payment of three (3) months' salary in lieu of notice.

The Company reserves the right to terminate this contract of employment at any time without notice or payment in lieu of notice on the grounds of misconduct and/or negligence and/or inefficiency and/or breach of any express or implied term of your employment and/or loss of business. On termination of your services for any of the aforesaid reasons, you will not be entitled to any compensation or payment in lieu of notice other than the salary earned by you up to the date of termination.

14. Age of Retirement

Your age of retirement shall be (.....) **years** and on reaching the age of, you shall ipso facto retire and cease to be employed and there shall be no obligation on the Company to give you any notice of such retirement. For the purpose of determining the date of retirement the declaration made by you of your age at the commencement of your employment shall be conclusive.

15. Company Policies and Rules

You will observe all Company policies and be subject to the rules, standing instructions and orders, made from time to time (subject to modifications). It will be necessary for you to familiarise yourself with them. Such policies, rules, standing instructions and orders shall be part and parcel of your contract of employment.

The Staff Manual and Code of Conduct of the Company and its subsequent amendments, if any, will form part and parcel of this Contract of Employment.

16. General

(a) During the course of your employment you will have access to and be able to use for the benefit of the company's business certain information relating to the company's customers and suppliers, its finances and its pricing policies. In the event that your employment with the company is terminated for whatever reason, you will be required to continue to keep such information confidential and not to divulge it to any other person, firm or company. Furthermore, the company prohibits the removal by any employee from the company's premises of any of the company's records or copies unless these are required for use in connection with the promotion of the company's business.

(b) It is imperative that you serve the Company exclusively, faithfully and diligently, give your whole time and attention to the business and affairs of the Company, observe and perform all lawful directions, whether written or oral, that may be given to you from time to time.

(c) Whether during or outside working hours, whether at the workplace or otherwise, you shall not conduct yourself in a manner which may or is likely to cause or be calculated to cause damage to the reputation and/or business of the Company or its associate or subsidiary Companies.

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(d) You shall not, either directly or indirectly, engage or be concerned in any other employment or receive fees or pay from others for services rendered without the written consent of the Company. Nor shall you engage directly or indirectly, in any other business or occupation without the written consent of the Company.

(e) You shall not receive or accept, whether directly or indirectly, except with the written consent of the Company, any profit or commission or any other gain arising out of or

from any business enterprise, undertaking or any contract in relation to the Company or its associate or subsidiary Companies.

- (f) Any undisclosed personal relationship with any person within or associated with the Company which may be detrimental to the interest of the Company would result in immediate termination of your service.
- (g) You shall not divulge either directly or indirectly to any person or Company at any time during the continuance or after the termination of your employment, except by a decision of the Company, any knowledge or information you may acquire during the course of your employment in the Company concerning the affairs or property of the Company or of any business, property transaction in which the Company may be or may have been concerned or interested.
- (h) You are required to promptly notify the company of any change/s in your address to which all written communication should be sent and your civil status or any other matters concerning yourself, which will have a bearing upon your employment in this company.

If you are agreeable to accept this offer of employment subject to the above terms and conditions, kindly signify your acceptance by signing the last page and initialling all other pages of this document and returning the duplicate hereof.

Yours truly,
(Company Name)

(Designation of Signatory)

I have read and understood the terms and conditions stipulated above and accept employment on these terms and conditions without any reservations.

Full Name : _____

N I C No. : _____

Signature : _____