

Provisions as to notice

- 29.—(1) Subject to subsection (2), a contract for an indefinite period may, in the absence of a specific agreement between the parties to the contrary, be terminated by either party—
- (a) if the contract period is less than one week, at the close of a day without notice;
 - (b) if the contract period is one week or more but less than a fortnight or where wages are paid weekly or at intervals of more than one week but less than a fortnight, by not less than 7 days notice before the employment expires;
 - (c) if the contract period is a fortnight or more but less than a month or where wages are paid fortnightly or at intervals of more than a fortnight but less than a month, by not less than 14 days notice before the employment expires; or
 - (d) if the contract period is one month, by not less than one month's notice before employment expires.
- (2) The notice required under subsection (1) must be given in writing.

Further provisions as to termination of contracts

- 30.—(1) Upon the termination of a contract of service, the employer must pay to the worker all wages and benefits then due to the worker by end of the following working day.
- (2) The wages and benefits due to a worker under subsection (1) must, in the case of a worker who is entitled to receive notice from the employer in accordance with this Promulgation or the worker's contract (the terms of which relating to notice are not less beneficial than this Promulgation), include wages and benefits payable in respect of services rendered during the period of notice or payable in lieu of the notice.
- (3) If payment is made in lieu of notice the payment must include the wages and benefits that would have been payable to the worker if the worker had worked during the period of notice.
- (4) Nothing in this Promulgation precludes either party from summarily terminating a contract of service for lawful cause.
- (5) The termination of a contract of service under this Promulgation must be without prejudice to any accrued rights or liabilities of either party under the contract or section 28.
- (6) Upon termination of a worker's contract or dismissal of a worker, the employer must provide a certificate to the worker stating the nature of employment and the period of service.

Piecework or task

31. A contract of service may be made under which a task or piecework is to be performed for an agreed remuneration, and the contract is terminated upon the execution of the task or piecework.

Wages when due

32. The times when wages are due and payable from an employer to a worker are, for a worker employed—
- (a) on a task or piecework, as provided for in section 31;
 - (b) under a daily contract where, by agreement or custom, wages are not paid daily but are paid at intervals not exceeding one month, in accordance with the agreement or custom and where the contract is terminated and no new contract is entered into or presumed or deemed to have been entered into prior to the time at which wages are due and payable, at the time when such contract is terminated; or
 - (c) under a contract not falling within paragraphs (a) and (b), at the end of the contract period as determined under section 27.

Summary dismissal

- 33.—(1) No employer may dismiss a worker without notice except in the following circumstances—
- (a) where a worker is guilty of gross misconduct;
 - (b) for wilful disobedience to lawful orders given by the employer;
 - (c) for lack of skill or qualification which the worker expressly or by implication warrants to possess;
 - (d) for habitual or substantial neglect of the worker's duties; or