

# Explained: How you can take up part-time work



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LEGAL VIEW

**Q:** I am a senior citizen expat having a valid residence visa and work permit in Dubai. I have an approval from the Ministry of Human Resources and Emiratisation (MOHRE) to work part time in another company in Dubai. Is there any maximum limit in my hourly remuneration package I get from the part-time employer? What happens if the remuneration I get from the part time employer exceeds what is stated in the contract approved by the MOHRE? If my main employer wants to stop paying me salary just because I am getting remuneration from the part-time employer, can I accept his decision?

**A:** Pursuant to your queries, we assume that your main and part-time employers are based in mainland Dubai. Therefore, the provisions of Federal Law No. 8 of 1980 Regulating Employment Relations in the UAE (Employment Law) and the provisions of Ministerial Decree No. (31) of 2018 Concerning the Introduction of Part Time Employment Contracts (Part-Time Employment Law) are applicable.

There are no provisions related to a maximum limit of hourly remuneration to be paid by an employer to an employee in the Part-Time Employment Law. The employer and employee need to abide by the terms and conditions mentioned in the part-time employment contract signed between them which has been duly registered with the MOHRE. Any provisions in the employment contract or any implied understanding between the employer and the employee that is more advantageous to the employee shall be to the benefit of the employee. This is in accordance with Article 7 of the Employment Law, which states: "Terms inconsistent with the provisions of this Law including those whose effective date may precede the enforcement of this Law shall, unless they are

proved more beneficial to the employee, be deemed null and void."

Further, you are entitled to your remuneration based on the number of hours and days you are employed with your original employer. This is in accordance with Article 6 (a) of the Part-Time Employment Law, which states: "The original employer shall be liable for the employee's annual leave and end-of-service gratuity as well as any other financial obligations in proportion with the actual work hours and the wage received by the employee."

Based on the aforementioned provision of law, your original employer should pay your remuneration as mentioned in your employment contract. In the event your original employer denies paying you remuneration for the actual number of hours/days you were employed with the original employer, you may approach the MOHRE and file a complaint against your original employer.

## Know the law



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## Help! My gym management is not honouring membership commitment

**Q:** I am an Abu Dhabi resident. As on July 1, gyms in the emirate have reopened. I had taken a three-month membership at a gym. I went to the facility for a couple of weeks before Covid-19 hit and it was shut down as a precautionary measure. As I returned to the gym, I was told that the membership is valid for half of the number of remaining days. Even this would be given if I paid in advance for the next renewal. That means I will get only a month of my remaining two months of membership and that, too, if I renew my membership. Is this legal?

## Know the law



When the specific performance by the debtor is impossible, he will be condemned to pay damages for non-performance of his obligation, unless he establishes that the impossibility of performance arose from a cause beyond his control."

**A:** Pursuant to your queries, we assume that at the time of availing the paid membership facilities from the gym for three months you may have signed terms and conditions regulating the membership. The provisions of Federal Law No. (5) of 1985 on the Civil Transactions Law of the UAE (Civil Transactions Law) are applicable.

It is the responsibility of this gym to provide you with facilities which they have agreed to when you paid the membership fees in accordance with the terms and conditions. If the terms and conditions state that the membership is valid for three months from the date of membership, then you may have a weak argument. However if the terms and conditions state that during this membership period, it shall be valid for you to use the gym for 90 days, without mentioning an end date, then you may prevail upon the gym to allow you to use its facilities.

The gym management may argue that this lockdown due to Covid-19 is beyond its control. This is in accordance with 386 of the Civil Transactions Law, which states: "When the specific performance by the debtor is impossible, he will be condemned to pay damages for non-performance of his obligation, unless he establishes that the impossibility of performance arose from a cause beyond his control. The same principle applies, if the debtor is late in the performance of his obligation."

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