

Why have a Contract of Employment signed*

While it can be down to the very simple fact that under the Terms of Employment (Information) Act and there is an obligation on an employer within two months of an employee commencing employment to furnish them with a statement that complies with Section 3.

The provisions of Section 3 are the very basic terms.

It is often important that an employer has an appropriate contract of employment in place. If you are dealing with confidential information in your organisation an appropriate confidentiality clause is needed.

You may need a restrictive covenant. You may need a provision that an employee be placed on garden leave. Depending on the type of business you have you may need longer or shorter periods of notice to the employee and from the employee. Because of issues relating to Data from the 25th May it may be important to have appropriate clauses in your contracts providing for you to retain relevant data from your employee which is legitimately obtained.

It is always our advice that an employer will ensure that an employee signs a Contract of Employment before they start working. This means that the contract will be in place. The employer will have a copy signed by the employee. The employee will have a copy signed for or on behalf of an employer. The clauses then in the contract can be enforced. There can be no issue then with an employee failing to sign the contract and not being bound by its terms. It makes good business sense to make sure that appropriate Contracts of Employment are in place at the earliest date possible.

***Before acting or refraining from acting on anything in this guide, legal advice should be sought from a solicitor.**

***In contentious cases a solicitor may not charge fees or expenses as a proportion or percentage of any award or settlement.**