

Terms and conditions of employment

An employer is legally required to provide an employee with a written statement of terms of employment. This must be done not later than two months after the employee starts employment. This is called a written statement of the particulars of employment and must include various details such as rates of pay, when wages are paid, terms relating to holidays and holiday pay, job title, terms relating to sick pay and pension provision and the length of notice required to terminate the employment.

In practice, employers are well advised to issue a contract of employment from day one of the employment containing the details required by the legislation and any other terms and conditions which the employer thinks are important. For example, an employer might want to have a contractual term making it clear that the employee must not disclose any confidential information relating to the business. You might also want to have restrictive covenants in the contract. Restrictive covenants impose restrictions on what an employee can do after the employment has ended. An example would be a restriction preventing the employee for, say, 6 months after the employment has ended from dealing with customers that he has dealt with in the period before termination. An employer is entitled to impose such restrictions provided that they are protecting legitimate business interests and do not go beyond what is reasonably necessary to protect such interests.

It is much easier to introduce a contract at the start of the employment. Introducing new terms during employment can cause resentment and disruption especially where such terms do attempt to impose restrictions on the employee.

A well set out contract can also help to prevent future disputes because both employer and employee know exactly where they stand.

It is also important to review your contracts at fairly regular intervals because we live in a time when employment law is constantly changing with new legislation imposing new obligations and requirements on employers.

If you are an employer who does not have a contract for your employees or has a contract which has not been reviewed recently, call us for a free initial consultation. We will talk through with you your requirements and give you a cost estimate for introducing a contract. If you want a contract reviewed, we will look at your existing contract and let you know if changes are required and provide you with a cost estimate for introducing the changes.