**Contract of Employment – Senior Staff**

**(Full-Time and Part-Time)**

***\*Add/delete information in brackets as appropriate***

**THIS AGREEMENT** is between

1. [Company name] whose Registered Office is at [Registered address of the company], (“the Employer” “We” “Us” “Our”) and
2. [Name of employee] of [Address of employee] (“the Employee” “You” Your”)

**IT IS AGREED** that we will employ you and you will work for us on the following terms and conditions:

# Entire understanding

Except as noted below, this agreement contains the entire understanding between you and us and supersedes all previous agreements and arrangements (if any) relating to your employment. If there are any, they are deemed to have been terminated by mutual consent.

[In agreeing this contract, we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in breach of this contract, and we may terminate it immediately.

The information we have relied on is:

1. [your curriculum vitae / resume, sent to us on [date];
2. certificates of education showing school and university qualifications and in particular that you have achieved a [Master of Arts] [first class] from the [National University of Ireland, Dublin];
3. your statement that you have qualified as a [trade or profession] in the year [date].]
4. [insert other]

# Terms of Employment

[Your employment with us will begin on [Date]].

You will serve as [insert position] or in such executive capacity as may be agreed by Us.

[insert duties]

In the discharge of such duties and in the exercise of such powers, you shall observe and comply with all lawful directions, resolutions, policies, procedures and regulations from time to time made or given by Us, including, for the avoidance of doubt, any of Our policies, rules or legislation relating to data protection.

At any time during the term of this Agreement, We may require you (at our expense) to undergo a medical examination by a medical practitioner appointed by Us. You authorise that medical practitioner to disclose to Us any report or test results prepared or obtained as a result of that examination and to discuss with us any matters arising out of the examination which are relevant to your employment by Us or which might prevent you properly performing your duties under this Agreement.

You may, from time to time, be required to carry out such other reasonable duties as we may decide, without additional remuneration, should this be necessary to meet the needs of the business.

**3.** **Probationary period**

The first <<number of months e.g. 3>> months of employment will be a probationary period, during which time your performance will be monitored. The probationary period may be extended by us in accordance with the Transparent and Predictable Working Conditions Regulations 2022. Your continued employment is subject to the satisfactory completion of your probationary period. During the probationary period, our normal disciplinary procedures do not apply, and your employment may be terminated by either party in advance for any reason or for no reason, with or without cause, by giving one week’s notice to the other in writing.

**4. Place of work**

Your normal place of work will be [Actual place of work], or any other premises to which we may move or to which we may reasonable direct you, within [specify area of work].

You agree to work anywhere in the Republic of Ireland as we may require.

[You may be required to travel and work outside Ireland from time to time but unless otherwise agreed with the Board will not be required to live outside Ireland].

**5. Hours of work**

Your normal hours of work are [9.00 am to 5.30 pm] Monday to Friday, excluding public holidays. However, owing to the nature of your job your working time is unmeasured and you should work such hours that are necessary to enable you to perform your duties properly.

It is in the nature of your job that the task on hand may frequently be more important than the specific hours. Accordingly, you are required to work additional time outside these hours as may be reasonably necessary without extra pay.

You are required to comply with any time keeping or record keeping scheme introduced for the purpose of ensure compliance with the Organisation of Working Time (Records)(Prescribed Form and Exemptions) Regulations 2001 or any other law applicable in Ireland.

# 6. Salary

Your salary is € [0000] per annum payable in equal monthly instalments [by credit transfer] on the [28th] day of each month, or if the [28th] is not a business day, the next business day.

You will receive no additional payment for any overtime worked.

Your salary will be reviewed annually [by the remuneration committee]. We will tell you of any change. We shall not be under any obligation to award you an increase in salary.

***\*Where the employer provides a bonus include one of the following***

## **[Guaranteed bonus]**

We will pay you a guaranteed bonus of € [amount] each [month/quarter/year], for the bonus payment periods which run from (dates(s)) to (dates(s)). The bonus is payable on [date] (dates(s)). The payment of a bonus is still conditional upon your satisfactory conduct and performance. In a particular bonus payment period, if We decide, in our absolute discretion, that your conduct or performance is unsatisfactory, you will not be eligible to receive any or all (as We may determine) of the guaranteed bonus for that payment period.

You must be employed on the first day of the start of a bonus payment period to be eligible to receive a bonus for that period. In addition, to qualify for a bonus payment, you must still be on the payroll of the Employer (and not serving notice either by resignation or dismissal) on the bonus payment date.

Under no circumstances will any bonus payment be made to any employee who has received a formal disciplinary warning under our disciplinary procedure regarding their conduct or performance during the particular bonus payment period.

We reserve the right at any time, in its absolute discretion, to vary the maximum amount of bonus payable and/or to vary the terms of the bonus scheme and/or to withdraw the bonus scheme in its entirety.

**OR**

**[Discretionary bonus]**

We may from time to time in our absolute discretion pay you a bonus calculated on such basis as We may from time to time determine. The payment of a bonus may depend on our performance and profitability, on your own individual performance and/or conduct, on a combination of all of these criteria or on some other criteria as may be determined by Us from time to time. The payment or otherwise of a bonus will be entirely at our discretion and you have no contractual entitlement to receive a bonus at any time, regardless of whether bonuses have been paid to you or to others on previous occasions. Where a bonus is paid, the amount of the bonus shall also be entirely at our discretion.

To qualify for a bonus payment, you must still be on the payroll of the Employer (and not serving notice either by resignation or dismissal) on the date that the bonus is paid.

Under no circumstances will any bonus payment be made to any employee who has received a formal disciplinary warning under our disciplinary procedure regarding their conduct or performance that is still active as of the date that the bonus is paid.

**OR**

**[Discretionary bonus with bonus scheme rules]**

We may from time to time in our absolute discretion pay you a bonus calculated in accordance with the provisions of the bonus scheme set out [below/in (document)]. The bonus scheme is a discretionary, non-contractual scheme.

The payment or otherwise of a bonus will be entirely at our discretion and you have no contractual entitlement to receive a bonus at any time, regardless of whether bonuses have been paid to you or to others on previous occasions. Where a bonus is paid, the amount of the bonus shall also be entirely at our discretion.

The maximum bonus payment you may be eligible to receive will be set out in a letter to you which should be read in conjunction with these provisions. We reserve the right at any time, in our absolute discretion, to vary the maximum amount of bonus payable [and/or] to vary the terms of the bonus scheme [and/or] to withdraw the bonus scheme in its entirety.

The period of assessment commences on [date] each [month/quarter/year] and runs to [date] each [month/quarter/year]. The bonus is payable on (dates(s)). You must be employed on the first day of the start of an assessment period to be eligible to receive a bonus for that period. In addition, to qualify for a bonus payment, you must still be on the payroll of the Employer (and not serving notice either by resignation or dismissal) on the bonus payment date. Under no circumstances will any bonus scheme payment be made to any employee who has received a formal disciplinary warning under our disciplinary procedure regarding their conduct or performance during the relevant period of assessment.

The payment of a bonus, and the amount of any such bonus, will depend on [you/our] attaining certain, specified targets. These are as follows [set out details of the criteria, together with information relating to the targets to be achieved against each criterion].

***\*Where the employer provides commission include the following***

In addition to your basic salary, you are entitled to receive commission, calculated as [number] % on the first €[amount] of [gross/net] sales made by you in each [week/month] and thereafter as [number]% of [gross/net] sales made by you in each [week/month].

[Unless We agree otherwise, the total amount of commission you are entitled to receive in any financial year (which runs from [date] to [date]) is capped at [number]% of your basic salary for that financial year (calculated on a pro-rata basis in your first and last year of employment).]

Your sales will be calculated at the end of each [week/month] in which full payment is received from the client or customer, and commission will be paid at the end of the [week/month] following the [week/month] in which full payment was received from the client or customer. Commission will be paid on the due date for payment of your salary. Commission is only payable in respect of monies actually received from clients or customers, not in respect of orders placed by clients or customers.

You will not be entitled to receive any commission which falls due for payment after the termination of your employment (whether by resignation or dismissal), even if the sale was completed by you during your employment.

We reserve the right at any time, in our absolute discretion, to vary the amount of commission payable and/or to vary the terms of the commission arrangements (including the cap) and/or to withdraw the commission arrangements in their entirety on giving you reasonable notice.

# Deductions

We reserve the right, and you irrevocably authorise us, at any time during your employment, or in any event upon termination, to deduct from your salary and/or any other monies due to you, an amount equivalent to any of the following:

1. any overpayment of salary, remuneration or other payment made to you during the course of this employment;
2. the amount of any expenses claimed by you and paid but subsequently disallowed by us,
3. the outstanding amount of any loan or advance made by us to you; and
4. any cost of repairing any damage to or loss of property, any fines or charges imposed upon or any other loss sustained by us or any third party, caused by your breach of contract or breach of our rules or as a result of your negligence or dishonesty.
5. **Pension**

***\* Where there is an occupational pension scheme, include the following paragraph.***

[You may, if you wish, after the completion of [Number of weeks / months] continuous employment, join and remain during the continuance of your employment a member of our pension scheme, as appropriate from time to time to employees of your category. Further details of the pension scheme are available from [Information provider].]

**\* *Where there is no occupational pension scheme, but the employer provides access to a PRSA scheme (as is required by law), include the following paragraph***

[You may, if you wish, look to join a Personal Retirement Savings Account (PRSA). Further details of the PRSA are available from [information provider]

***\* Where there is no company pension scheme, but the employer will make a contribution to the employee’s personal pension, include the following paragraph.***

[After the completion of [Number of weeks / months] continuous employment, we will contribute [Number] % of your basic wages/salary (not including overtime, bonus or commission payments) to a personal pension plan of your choice, approved by us, (such approval not to be unreasonably withheld.]

***\* Where the Employer provides Benefits, include the following:***

**9. Benefits**

After the completion of [Number of weeks / months] continuous employment, the Employee will be entitled to [Details of company benefits].

# Expenses

We will reimburse to you all reasonable expenses incurred by you in your work, provided you provide to us receipts, invoices or other evidence of actual payment.

We reserve the right to change this arrangement so that the expenses you may incur without our permission are limited in scope or value or both of these.

So far as we provide credit or debit cards for the purpose of our business for your use, you agree to:

10.1 keep the card safe at all times;

10.2 notify the issuing company and us if the card is lost, missing or believed stolen;

10.3 comply with the terms and conditions of the issuing bank;

10.4 avoid using the card for any service which costs an exorbitant or unreasonable fee or which may damage our credit rating.

# 11. Annual leave

Your entitlement to annual leave is [25] days.

Our leave year runs from [January 1 to December 31.] Your entitlement to leave days is calculated on an annual basis. You may not take paid leave for a period greater than your accumulated entitlement calculated by reference to the days you have worked since the start of your employment or the beginning of the last leave year.

We ask you to agree the dates of your holidays at least [28] days in advance with [Managing Director/Specify person]. For our part we will try to give you more notice than your legal entitlement set out below.

At a minimum, you must give us notice of twice as many days as the length of holiday leave you propose to take. (For example, if you want to take four days off work, you must give us eight working days’ notice).

We may also give you similar notice (or longer notice) of days when you must take holiday leave.

[You can take your annual leave only after you have completed three months employment (unless agreed otherwise at interview)].

[You may not carry holiday forward from one year to the next. We are not allowed to make a payment in lieu of leave not taken.]

**OR**

[You will be entitled to carry over a maximum of [five] days holiday from one leave year to the next.]

If either of us terminates your employment by notice, then any leave entitlement which will have accrued at the date of termination may be taken as part of the notice period. If at the date of termination, you have taken more holidays than your entitlement, then you agree that we may deduct the value of the excess from your final salary.

[During the first three months of employment, we request that you do not take any holidays, unless previously agreed at interview. Holidays agreed at interview will only be paid up to the amount of holiday days accrued at the time of the holiday.]

[If you are a part-time employee your holiday entitlement is pro rata, based on the number of hours worked compared with those worked by a full-time employee].

We strongly encourage all our staff to take holidays, and we always endeavour to balance the operational needs of the business with your entitlement to take time off. So that we can achieve this balance and ensure that holidays are taken in a manner that is workable for the business and all your colleagues, holidays must be requested and pre-approved by [specify person].

We reserve the right to require you to take any unused holiday during your notice period, even if booked to be taken after the end of the notice period.

***\* If the employer has a shutdown period, for example during the summer or between Christmas and New Year, include the following.***

[You are required to retain a sufficient number of holidays from your annual entitlement to cover our [Time of shutdown: summer / Christmas] shutdown period. The number of days holiday to be retained for this purpose will be notified by us by way of a general notice.]

# Holiday payment

Holiday pay will be paid at the basic rate.

Upon termination of employment, you will be entitled to pay in lieu of any unused holiday entitlement or be required to pay to us pay received for holiday taken in excess of holiday entitlement. Any sums so due may be deducted from any money owing to you and you irrevocably authorise us to make such deductions.

For the purpose of calculating any holiday pay due to you or owed by you to us, one day’s pay shall be

***\* Include either, for weekly paid employees***

[your basic weekly pay divided by 5 or, if you are part-time, by the number of days per week normally worked.]

***\* Or, for monthly paid employees***

[your monthly pay divided by 22, or, if you are part-time, by the number of days per month normally worked.]

***\* Or, for employees who are paid an annual salary***

[your annual pay divided by 253, or, if you are part-time, by the number of days per year normally worked.]

***\* Or, for hourly paid employees***

[your hourly pay multiplied by the number of hours normally worked per day.]

***\* Where the Employer provides a Company car, include the following:***

**13.** **[Company car**

[We will provide a car for your business and private use. We shall decide on the make and specification, and we will pay all running costs of the car.

You must comply with our car policy in relation to all aspects of your use and care of the car.

When your employment terminates, you agree to return the car together with all keys, and relevant documentation to us at our offices or as we direct.

You agree to take good care of the car and comply with the terms of the insurance policy relating to it.

You agree that the final payment of salary to you is due only after you have returned the car to us.]

**OR**

[We will not provide you with a car. Instead, we will pay you a monthly car allowance of € [amount] in recognition of the fact that you will buy and maintain your own car and use it as reasonably required in the business of the Employer. It is a condition of this provision that your car is suitable in age and specification and is properly maintained, cleaned, taxed and insured.

Your car allowance will be discontinued in the event that you cease to hold a valid driving licence.

Your car allowance is fully taxable but does not count in the calculation of any pension entitlement.]

***\* Where the Employer offer Health Insurance, include the following:***

***14.* [Health Insurance**

Insurance will be arranged with [name provider] in respect of you [and the Employee’s spouse or spousal equivalent and children under the age of 18] in accordance with Plan [insert Plan] units.]

**OR**

Insurance shall be paid into a policy of your choice in the [annual/monthly] amount of [insert amount].

**15. Sick leave and sick pay**

In the event of incapacity due to sickness or injury you must advise [specify person] not later than [Time to report sick] on the first day of absence. Full reasons must be given at this time.

If you are absent for [3] consecutive days or less, you shall immediately on returning to work complete a self-certification form in respect of each day of absence.

If you are absent for more than [3] consecutive days, you must on the [fourth] day of absence provide us with a medical certificate from a General Practitioner stating the reason for absence and provide subsequent certificates to cover any subsequent periods of absence.

If we require it, you agree to consent to a medical examination by a doctor nominated by us and shall provide blood, urine or other like specimens for analysis if so requested.. We will cover the expense of this examination.

You will also authorise such medical practitioner to disclose to and discuss with us the results of the examination and the matters that arise from it so that the medical practitioner can notify us of any matters that might impair you from properly discharging your duties.

If such examination takes place while you are sick or otherwise incapacitated and the medical practitioner advises that you are fit to return to work either in your former capacity or with a reduced role, then, if you do not return to work all sickness payments will end immediately and disciplinary action may result.

You may be eligible for statutory sick pay (SSP) if you satisfy the relevant requirements. Details of these can be found at [specify website]

***\* Where the employer pays company sick pay include the following.***

[Except where the absence is due to injury attributable to a third partyor results from engagement from employment other than with us, you will be paid as follows for the first [Number of days] of certified absence in any twelve-month period:

[Details of company sick pay]

If you are a part-time employee your Company sick pay entitlement will be pro rata, based on the number of hours worked compared with those worked by a full-time employee.

All payments made during absence due to sickness or injury will be subject to the deduction therefrom of an amount equal to the illness benefits you received from the Department of Social Protection in respect of the period for which such payments are made.

If your absence shall be occasioned by the actionable negligence of a third party in respect of which damages are recoverable, then all sums paid by us shall constitute loans to you who shall:

1. forthwith notify us of all the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded in connection therewith;
2. if we so require, refund to us such sums as we may determine, not exceeding the amount of damages recovered by you under such compromise, settlement or judgement in respect of your loss of earnings during the period of incapacity.

After or during any period of sickness lasting in excess of [Number of sick weeks before intervention] weeks we may request a medical report as above. In such a case, notwithstanding the fact that another medical practitioner may have certified you fit for work, we shall be entitled to treat you as unfit for work due to sickness until the medical practitioner appointed by us has certified you fit to work.

We shall be entitled to review your sickness record at any stage of absence and may dismiss you on the grounds of such absence notwithstanding that your entitlement to sick pay has not been exhausted.

* 1. Salary payable and benefits provided to you under this Agreement will cease after [6] consecutive months of absence in any period or [12] months from work due to illness or injury which is not your fault; and
  2. The amount of any benefit which you are entitled to claim during that period of absence under any Social Security Scheme in the Republic of Ireland or any scheme of which you are a non-contributory member by virtue of your employment with Us will be deducted from any salary paid to you.
  3. If you are absent from work due to sickness or injury which is caused by the fault of another person, and as a consequence you recover from that person or another person any sum representing compensation for loss of salary under this Agreement, you will repay to Us any money we have paid to you as salary in respect of the same period of absence.

Provided you have complied with the general terms relating to sickness absence referred to above, you will be entitled to be paid your normal pay for periods of sickness absence up to a maximum of [number] working days in aggregate in any leave year.

# Other absence

If your absence is due to any of following reasons:

1. maternity,
2. paternity,
3. adoption,
4. carer leave,
5. force majeure,
6. or any other reason

then you should ask [Managing Director etc].

We do have separate Company policies and procedures to cover your statutory rights which also form part of this agreement.

**17.** **Confidentiality**

This paragraph is very important to us. You should read it carefully and ask us any questions you wish. When you have signed this contract, you are committed to secrecy. If you breach this paragraph, we shall take very strong measures to protect our business.

In this paragraph, **"Confidential Information"** means all information and documentation in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its suppliers, clients, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation):

* details of the requirements of the Company’s contacts (including, without limitation details of the Company’s clients, suppliers, consultants or other contractors) including, without limitation, the fees and commissions charged to or by them and the terms of business with them;
* information about staff, their lives, their remuneration and their personal contact information;
* our businesses, methods of doing business, future plans, policies, suppliers and customers;
* information about suppliers, agents, distributors and customers;
* any financial information, results and forecasts;
* information about the Intellectual Property and the know-how we use in our business.

You now promise that you will:

* keep all records of Confidential Information only at our premises (and in particular you will not take records in electronic form to any other place);
* use your best endeavours to keep confidential, any Confidential Information which you may acquire.

You now promise that you will not:

* use for yourself nor divulge nor disclose to any person (and that includes a business of any sort) any of our Confidential Information;
* store, copy, or use the Confidential Information in any place or in any electronic form which may be accessible to any other person;
* remove from our premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information.

This paragraph does not apply to disclosure:

* of information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances;
* made with the consent of the proper officers of the Employer or under the authority of the Board or by order of the court;
* of information or knowledge which comes into the public domain otherwise than by wrongful disclosure by you or anyone else;

The provisions of this paragraph shall continue after termination of this agreement for a period of [5] years, even if you have destroyed or returned the Confidential Information formerly in your possession.

***\* Where the employer has potential issues around intellectual property include the following.***

**18.** **Intellectual Property**

In this paragraph ‘**Intellectual Property**’ means, without limitation, patents, inventions, know-how, trade secrets and other confidential information, rights in design (registered and unregistered), copyright including copyright works, data, database rights and sui generis rights, rights affording equivalent protection to copyright, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, brand names, certification marks, assumed names and other indicators or origin, and all other industrial or intellectual property developed, discovered, acquired, conceived or made by the Employee in connection with and/or during the course of his employment or otherwise in any way affecting, connected or related to the performance of his duties hereunder; and

‘**Intellectual Property Rights**’ means any present or future rights title and interest and applications for rights title and interest or forms of protection of similar nature or having similar effect in one part of the world, or relating to Intellectual Property and copyright works including (without prejudice to the generality of the foregoing) author certificates, inventor certificates, improvement patents, utility certificates, moral rights, models and certificates of addition and including any divisions, renewals, continuation, extensions or reissues thereof and rights in the nature of unfair competition rights and rights for passing off.

You acknowledge and agree that any Intellectual Property arising from the performance of your duties under this Agreement shall belong to and be the absolute property of the Employer, and you undertake not to dispute Our ownership of such Intellectual Property.

You shall disclose full details of all Intellectual Property arising from the performance of your duties under this Agreement to Us, and you hereby agree to assign and do hereby expressly assign to Us all Intellectual Property Rights for your full term throughout the world, including without limitation the right to sue for any infringement or threatened infringement of any such Intellectual Property Rights, title or interest whether such infringement or threatened infringement occurs prior to or after the execution of this Agreement and you waive all moral rights you may have in respect of such Intellectual Property.

You acknowledge and agree that you may not now or at any time in the future use or exploit the Intellectual Property without Our express written permission, except insofar as is necessary for the performance of your duties hereunder.

You warrant and represent that you will be free to assign such Intellectual Property Rights to Us pursuant hereto without any third-party claims, liens, charges or encumbrances of any kind and that you are free of any duties or obligations to third parties, which may conflict with the terms of this Agreement.

We shall, in its sole discretion, be entitled to apply for Intellectual Property Rights in respect of the Intellectual Property.

You agree if and whenever required to do so (whether during or after the termination of this Agreement) to do all things necessary, execute such deeds and documents and provide all such assistance as We may reasonably require to enable Us to obtain and maintain the benefit of all Intellectual Property Rights in any part of the world and you acknowledge that you will not be entitled to any further compensation or fees in respect of the performance of your obligations under this clause save as may be provided for by law.

You irrevocably appoint Us to be your attorney or agent in your name and on your behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give Us the full benefit of the provisions of this clause and you agree that a certificate in writing in favour of any third party signed by any duly authorised officer of the Company that any act or thing or deed, document or instrument falls within the authority hereby conferred shall be conclusive evidence that this is the case.

You warrant and represent that none of the Intellectual Property Rights or the exercise of them will infringe any intellectual property rights of which a third party is the proprietor including, in particular but without limitation, any patents, copyrights, registered designs, moral rights or rights of confidence.

The obligations of the parties under this clause 18 shall survive the expiry or the termination of this Agreement for whatever reason.

You agree to keep and maintain adequate, current, accurate, and authentic written records of all Intellectual Property made by you (solely or jointly with others) during the term of the Appointment with Us. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by Us. The records are and will be available to and remain Our sole property at all times.

# Gratuities

You must immediately report in writing to [specify person] any offer by customers, suppliers, distributors and other such persons having a similar connection with us, whether actual or prospective, any offer of gifts or services. You must not accept or agree to accept such offers without the prior written agreement of [specify person]. This applies to any gifts or services offered directly or indirectly from any person firm or company with whom we conduct business or may conduct business.

**20. Other employment**

You must devote the whole of your time, attention and abilities during your hours of work to your duties for us. You may not, under any circumstance, whether directly or indirectly, undertake any other duties during your hours of work under this employment.

You may not, without our prior written consent (which will not be unreasonably withheld) outside your hours of work with us work for, advise or in any other way assist, whether directly or indirectly, any business or employment which is similar to or in any way connected or in competition with our business or which could or might reasonably be considered to impair your ability to act all times in our best interests.

**21.**  **Termination of employment**

During your probationary period, this employment may be terminated by either party giving one week’s notice to the other.

After your probationary period:

1. you shall give us [Number of weeks or months] notice of your intention to terminate this employment and
2. your entitlement to notice from us shall be the greater of statutory minimum notice (subject to a maximum of eight weeks) and [Number of weeks or months].

All notices of termination shall be given in writing.

The periods of notice set out in this Clause may by consent be varied having regard to the circumstances of the case and to what is reasonable.

We may, at our option, pay salary in lieu of notice but nothing in these terms and conditions of employment shall prevent us from terminating your employment without notice or payment in lieu in appropriate circumstances.

Once notice to terminate your employment has been given by either party, we may place you on Garden Leave for the whole or any part of the remainder of your notice period. Within this Agreement, Garden Leave means that we have the right to isolate you from our business activities, but retain you as a paid employee, until your notice period has expired. Since you remain our employee during any period of Garden Leave, you may not work for another person during this period, and you remain bound by these terms and conditions. This will not affect your entitlement to receive basic salary, together with a payment that reflects the value of all contractual benefits that would have been due to you during the period of notice.

On termination of your employment, you shall cease to represent yourself as being in any way connected to [name of business].

If you leave without giving or serving the proper period of notice, we won’t pay you for any unworked period of notice. In these circumstances, we are also entitled to make a further deduction from any monies that would otherwise be payable to you, to cover any loss or cost reasonably incurred by us, in good faith, due to your failure to properly work your notice (e.g. the cost of recruiting a replacement at short notice). The amount we will deduct will be restricted on the following basis:

1. it will not exceed the actual loss we suffered because of your failure to properly work your notice, and
2. it will not exceed your daily rate of pay for the days not worked during the notice period.

# Summary Termination

We are entitled to terminate your employment by summary notice in writing if your behaviour is at any time so unacceptable as to go to the root of this contract. Here are examples of behaviour that would justify summary dismissal:

* theft, fraud or deliberate falsification of records; or
* physical violence; or
* serious bullying or harassment; or
* deliberate damage to property; or
* serious insubordination; or
* misuse of the Company’s property or name; or
* bringing the Company into disrepute; or
* bringing alcohol or any recreational drug onto the premises of the Company or of any customer or client of the Company.
* incapability whilst on duty brought on by alcohol or illegal drugs; or
* negligence which causes or might cause unacceptable loss, damage or injury; or
* serious infringement of health and safety rules; or
* breach of confidentiality; or
* failure to comply with the terms of this agreement in a serious way; or
* failure to comply with any term of this agreement after we have warned you that failure may result in dismissal; or
* acted in a way that is inappropriate to or incompatible with your continued employment.

1. **Restrictive Covenants**

To protect the Confidential Information and business connections to which you have access as a result of your employment, you covenant with us that the following restrictions apply whether intended to benefit you or any other person, directly or indirectly and in any capacity.

You agree that you will not within [X] months of termination of this contract directly or indirectly, advise, instruct, do or assist in any activity the effect of which is to promote the sale of any goods or services which competes with any goods or services offered for sale by us within the period of [X] months immediately after the termination date.

You agree that you will not within [X] months of termination of your contract, be involved with the provision of goods or services to (or otherwise having business dealing with) any customer in the course of any business concern which is in competition with us.

You agree that at any time after termination you will not represent yourself as connected with us, in any Capacity, other than as a former employee, or use any registered business names or trading names associated with us.

You agree that you will not within [X] months of termination of your contract, solicit or endeavour to entice away from us the business or custom of a customer with a view to providing goods or services to that customer in competition with us.

You agree that you will not within [X] months of termination of your contract, advise, instruct, do or assist in any activity the effect of which is to encourage any person to breach or terminate any contract between that person and us, including a contract of employment.

You agree that you will not within [X] months of termination of your contract, employ or provide work to any person who was employed by or who worked as a contractor for us within the period of [X] months immediately after the termination date.

You agree that you will not within [X] months of termination of your contract, in the area of [insert area] or within a radius of [X] miles from any of our places of business, carry on or become engaged in any activity or business that does or intends to compete with our business.

You hereby acknowledge and agree that the above covenants and herein will apply after two months employment with us and that same are separate, severable and enforceable and that the restrictions contained in such covenants are fair and reasonable for the protection of our business.

It is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any of the said restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of our interests, but would be valid if part of the wording thereof were deleted or if the duration of such restriction were reduced, the said restriction shall apply with such modification, or reduction in duration as may be necessary to make it valid and effective.

# Lay-offs and short-term working

If disruption occurs to the provision of work or some other event affects the normal operations of the business, we reserve the right to temporarily lay you off work without pay, or to reduce your normal working hours and to reduce your pay accordingly. We will give you as much notice as we reasonably can of any need by us to take such action. When no work is available throughout a day on which you would normally be required to work, we will pay any statutory guaranteed payments in force at the time to which you are entitled. This payment is only made when a complete working day is lost.

1. **Retirement**

Our normal retirement age is [66]. You will retire on your [66th] birthday. At least 6 months but no more than 12 months before this date, you will notify us in writing of your intended date of retirement.

***\* Where the Employer has a staff handbook, include the following:***

1. **Staff handbook and Company policies**

You now acknowledge that you have been given a copy of the staff handbook which contains, among other things, details of our policies with regard to:

26.1 discipline

26.2 grievances

26.3 health and safety;

26.4 equal opportunities and non-harassment;

26.5 computers, email, Internet and communications;

26.6 data protection.

Insofar as any of these policies imposes an expectation of behaviour on you as an employee, you now agree that you will comply fully and that any breach of any policy by you will be a breach of this contract.

You are required to read the Company rules and take all necessary steps to ensure that they are properly observed. Failure to adhere to Company rules will result in disciplinary action, which may include dismissal, in accordance with Our Discipline Procedure.

You accept the importance for us in maintaining and enforcing fully up-to-date policies and you agree to watch vigilantly for any breach of any policy by any employee and to take appropriate action whenever a breach is discovered.

1. **Data Protection Act**

You consent to the holding and processing of personal data provided by you to us for all purposes relating to this employment, but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to your fitness for work.

You further acknowledge and agree that we may, in the course of our duties as an employer, be required to disclose personal data relating to you, after the end of your employment. This does not affect your rights under the Data Protection Act 1988 -2018.

1. **Miscellaneous matters**

We reserve the right to vary the terms of employment contained in this Agreement. We will notify you in writing within one month of such variation. This statement replaces all of your previous terms and conditions of employment with us.

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

Any notice to be served on either party shall be sent by hand or by first class post or recorded delivery or by email and shall be deemed to have been received by the addressee within [72] hours of posting or [24] hours if sent by email to the correct number or email address.

So far as the law permits, and unless otherwise agreed, this agreement does not give any right to any third party.

This Agreement shall be construed in all respects under the law of Ireland and the Courts of Ireland shall have non-exclusive jurisdiction in all matters relating thereto.

**SIGNED FOR THE EMPLOYER ………………………………………………**

**DATE ……………………………….**

**SIGNED BY THE EMPLOYEE ………………………………………………**

**DATE ……………………………….**