Casual employment contract

Dated: [Date]

Name: [Name]

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- 30. Miscellaneous matters

Schedule: Data Protection Act 2018 Compliance

This	contrac	t is date	ed: [date]
Your	employ	er is:	[company name] ("the Company" ■ ■ ■ " ■ ■ ■ / ■ ■ ■ ■ " ■ ■ ■ / ■ ■ ■ " ■ ■ ■ " ■ ■ ■ I ■ ■ ■ I ■ ■ ■ I ■ ■ ■ I ■ ■ ■ I ■ ■ I ■ ■ ■ I ■ ■ I ■ ■ I ■ ■ I ■ ■ I
Your	employ	er's add	dress is: [company address]
You a	ıre:		[employee name]
Your	addres	s is:	[employee address]
The d	contrac	t terms	s are:
1.	Start	and c	continuity
	1.1.	you hav	eeing this contract we have relied on certain documents and information ve provided to us. If we discover that any of that information is rate, you will be in
		1.1.1	your curriculum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■];
		1.1.2	certificates of education showing school and university qualifications and in particular that you have achieved a [master of arts] [• • • •];
		1.1.3	your statement that you have qualified as a [trade or profession] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
	1.2.	Your er	mployment with the Company [starts / ■ ■ ■ ■] ■ ■ ■ ■ [■ ■ ■].
	1.3.	[Previo	ous employment with [name of employer] from [date] to [date] counts as
2.	Prob	ationa	ary period
	2.1.		mployment is subject to a probationary period of [3] months. If at the that time we are satisfied with
	2.2.		g or at the end of your probationary period we are dissatisfied with ork we may terminate your employment by [one] week's notice. If you

	2.4.	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
3.	Job t	title and job description
	3.1.	Your job title is [job title].
	3.2.	Your main tasks and responsibilities are set out
	3.3.	You now agree that we may change your job description or ask you to do a different job of a similar status and requiring similar skills. We may also ask you to perform duties additional to those now envisaged or those actually undertaken at
	3.4.	Your duty is to perform your job to the best of your Output Output
4.	Trair	ning
	4.1.	We provide training for employees at [our head office / a location chosen by us]. The details of the
	4.2.	You must complete the training to the level required by [Employer name]. It is in our discretion as to whether you have completed the training to a satisfactory level.
5.	Place	e of work
	5.1.	Your normal place of work is our above address, but we reserve the right to change this EXECUTE EXECUTE EXECUTE
	5.2.	You agree to work at any other place we reasonably require, including the premises of any customer, client or contractor ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [25] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

2.3.

6.	Н	lours	റf	wor	k
v.		ivuis	vi	***	г

	6.1.	you to b	are no fixed working hours for this employment. However, we require be available for [enter number of hours] hours in a I I I I I I I I I I I I I I I I I I
	6.2.		erve the right to ask you to complete your working period as set out in previous subparagraph at such
	6.3.	scheme Organis	I be required to comply with any time keeping or record keeping introduced for the purpose of ensure compliance with the sation of Working Time (Records) (= = = = = = = = = = = = = = = = = =
7.	Payr	nent ir	n a non working week
	7.1.		as set out in this agreement then we ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	7.2.	You wil	I not be entitled to any payment under this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		7.2.1	we have agreed with you short-time
		7.2.2	the non completion was due to an uncontrollable event that ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		7.2.3	you are unable to work due to illness or non completion was due ■ ■
8.	Sala	ry	
	Follow	• .	isions shall apply if you complete your working period ■ ■ ■ ■ ■ ■ ■ ■
	8.1.	transfe	ormal hourly rate of pay is € [00.00] per hour payable by [electronic r / cheque] in instalments in arrears on ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	8.2.	-	ou are required to work at weekends, nights and/ or public holidays
	8.3.		I receive a [commission] / [bonus] payment [monthly] / [■■■■] / [■■■■] / [■■■■■■■■■■■■■■■■■

	[set out calculation].
OR	
8.4.	The Company may pay you a bonus from time to time at its discretion, I I I I I I I I I I I I I I I I I I
8.5.	Your hourly rate will be reviewed annually in the month of [month]. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.6.	We reserve the right in our absolute discretion to deduct from your pay (e.g. salary, commission, bonus) any money which you may owe to us including, without limitation, any overpayments or loans made
Expe	enses
You h	ave no authority to incur expenses.
OR	
9.1.	The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide us • • • • • • • • • • • • • • • • • •
9.2.	It is a serious offence to falsify any document or manufacture evidence fraudulently for the purpose of claiming through the expense procedure.
Ann	ual leave
10.1.	Your entitlement to holiday for annual leave days ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
10.2.	The Company's leave year runs from [April 1] to [March 31]. Your entitlement to annual leave days is calculated on an annual basis. You may not take paid leave for a period greater than your accumulated entitlement calculated
10.3.	[We ask you to agree the dates of your leave days at least 28 days in

10.

[.......

	10.4.	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 • • • • • • • • • • • • • • • • • • •
	10.5.	We may also give you similar notice (or longer notice) of
	10.6.	A day's holiday pay for the purpose of this paragraph is 1 / 260th ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	10.7.	You may not carry holiday forward from one
	OR	
	10.8.	You will be entitled to carry •••••••••••••••••••••••••••••••••••
	10.9.	If either of us terminates your employment by notice, then any annual leave entitlement which will have accrued at the , , , , , , , , , , , , , , , , , , ,
11.	Sick	leave and sick pay
	11.1.	Your entitlement to leave ••••••[3]••••
	11.2.	If you are unable to come to work for sickness or any injury, you must inform us •••••••••••••••••••••••••••••••••••
	11.3.	You should inform us of the reason for ■■■■■■■■ , ■■■■■■■■■■■

OR	
11.5.	Please note that it is not enough to ask a relative simply to ring and
11.6.	If your absence continues for a number of days or weeks, you must continue to contact us
11.7.	You must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence.
11.8.	You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate (
11.9.	Provided you have complied with the general terms relating to sickness absence referred to above,
Sick	ness during annual leave
12.1.	If you fall sick during your annual leave period ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

12.2. If you do comply with the procedure

..........

12.

	13.1.	If your ■	
		13.1.1	maternity,
		13.1.2	paternity,
		13.1.3	adoption,
		13.1.4	carer leave,
		13.1.5	force majeure,
		13.1.6	or any other reason
	then y ■ ■].	ou should	d ask [• • • • • • • / • • • • • • • • • / • • • • • • • •
	-	We do l	nave separate Company policies ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		••••	
14.	Pens	sion	
1-7-			
		on 1: = = = = = .j	,
	14.1.	We sha	[
	14.2.		utions to the scheme are made by you and by us. ■ ■ ■ , ■ ■ ■ ■
			[]%
			e this option if the
		••••	· = .]
	14.3.		mpany shall provide = = = = = = = = = = = = = = = = = = =
	14.4.	You ma	y find more = = = = = = = = = = = = = [= = = = =
		••••	
15.	Wor	k outsi	de Ireland
			required to work outside Ireland for any
	•••]- 	

13. Other absence

16.	Colle	ective agreements
		company has made an agreement with [union] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
17.	Othe	er business or employment
	17.1.	You must devote the whole of your , , , , , , , , , , , , , , , , , , ,
	17.2.	You may not under any circumstances do
	17.3.	You may not do other work (even voluntary work), or
18.	No c	competition
	18.1.	The following restrictions apply whether intended
	18.2.	You agree that you will not within [three] years of termination of this contract directly or indirectly, advise,
	18.3.	The restrictions imposed by the last previous
	18.4.	You agree that you will not within [one] year of termination of your contract, ■
	18.5.	You agree that you will not within [one] year of termination of your contract, ■

	18.6.	If any provision of this paragraph shall be void in any jurisdiction ■ ■ ■ ■ ■ ■
	18 7	You have carefully considered the provisions of this
	10.7.	
19.	Proc	essing your personal data
		tisfy our legal obligation, we process your personal data according 2018.2018.2018.2018.2018.2018.2018.2018.
20.	Staf	f handbook and Company policies
	20.1.	5 ,
		20.1.1 health and safety;
		20.1.2 equal opportunities and non-harassment;
		20.1.3 computers, email, Internet and communications;
		20.1.4 company vehicles;
		20.1.5 data protection.
	20.2.	Insofar as any of these policies imposes an expectation of behaviour on you as a
	20.3.	You may not smoke anywhere during working hours. Outside working hours, you may

21. Confidentiality

ask ∎		is very important to our Company. You should read it carefully and
· 	, = = = =	
21.1.	In this p	aragraph, "Confidential = = = " = = = = = = = :
	21.1.1	information about staff, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	21.1.2	our businesses, methods • • • • • • • • • • • • • • • • • • •
	21.1.3	information about suppliers agents distributors and customers;
	21.1.4	information about the Intellectual •••••••.
21.2.	"Intelled	etual Property" means Intellectual Property of
	••••	:
	21.2.1	intellectual property • • • • • • • • • • • • • • • • • • •
	21.2.2	patents, trademarks, unregistered marks, designs, copyrights,
21.3.	You nov	w promise that you will:
	21.3.1	keep all records of Confidential Information only at (
	24.2.2	use your best endeavours
	21.3.2	use your best endeavours and a series .
21.4.	You nov	w promise that you will not :
	21.4.1	use for yourself nor divulge nor disclose to ••••• (••••

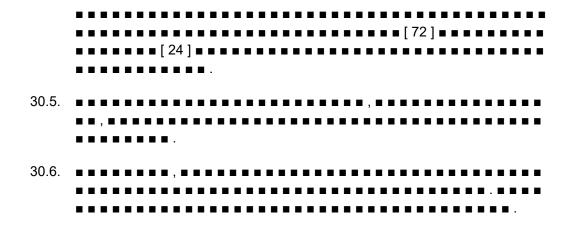
		21.4.2	store, copy, or use the second
		21.4.3	remove from Company's premises or copy or allow anyone • • • • • • • • • • • • • • • • • • •
	21.5.	This pa	ragraph does not apply to disclosure:
		21.5.1	of information that it is reasonably necessary to disclose • • • • • • • • • • • • • • • • • • •
		21.5.2	made with the consent of the proper
		21.5.3	of information or knowledge which comes • • • • • • • • • • • • • • • • • • •
	21.6.	-	visions of this paragraph shall continue after termination of this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		••.	
22.	New		ctual Property
22.	New 22.1.	Intelle	s Intellectual Property is created
22.	22.1.	Intelle So far a	s Intellectual Property is created
22.	22.1.	Intelle So far a	s Intellectual Property is created • • • • • • • • • • • • • • • • • • •
22.	22.1.	So far a You now 22.2.1	as Intellectual Property is created
22.	22.1.	So far a Tou now 22.2.1	as Intellectual Property is created

		•••••	
	22.4.	The provisions of this paragraph shall con	tinue indefinitely ■ ■ ■ ■ ■ ■ ■
23.	Brib	ery	
	-	bribe (or attempt to bribe) another person, less for the Company, or to obtain or retain	
			••••••
	•••		•••••, •••••
	•••		
24.	Disc	iplinary and grievance procedu	res
	24.1.	The Company's disciplinary and grievance	e procedures are
	24.2.	The formal grievance procedure need not	be your first step in bringing to our
		•.	• • • • • • • • • • • • • • • • • • • •
	24.3.	If you believe something we do or fail to d	o entitles = = = = = = = = =
			,
25.	Noti	ce of termination of employmen	t
	25.1.	This is the period • • • • • • • • • • • • • • • • • • •	
		During your probationary period:	one week
		During your first week's employment:	none
		After four	
		During two	.:

		During	five :	•••••
		During	ten = = = = = = = = = = :	• • • • • • • • • • • • • • • • • • • •
		After fif	teen ■ ■ ■ : ■ =	
	25.2.		e date you leave, money is owed ■ ■ ■	
				••••••
26.	Arra	ngeme	ents during notice period	
	26.1.	The Co	mpany expects you ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	•••••
	26.2.	We res	erve = = = = = = = , = = = = = = = = =	
		26.2.1	terminate your employment before the eand	• • • • • • • • • • • • • • • • • • • •
);	
			require you 	
		26.2.3	require you to remain	•••••
27.	Proc	edure	after termination	
	27.1.	Howeve	er this agreement ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■	,
		27.1.1		
		27.1.2		•••••
		27.1.3	;	,
		27.1.4		

		27.2.1
		27.2.2
	27.3.	
	27.4.	
28.	Sum	mary termination
	28.1.	,;
	28.2.	physical violence; or
	28.3.	bullying or harassment; or
	28.4.	deliberate damage to property; or
	28.5.	serious insubordination; or
	28.6.	misuse of the Company's property or name; or
	28.7.	bringing the Company into disrepute; or
	28.8.	
	28.9.	;
	28.10.	;
	28.11.	serious infringement of health and safety rules; or

	28.12. breach of confidentiality; or	
	28.13.	•••••
	28.14.	
	28.15.	•••••
29.	Reconstruction or Amalgamation	
	,	•••••
30.	Miscellaneous matters	
	30.1.	
	,	
	30.2.	
	30.2.	



Signed by [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

Signed by [Employee name]

1.

Schedule: Data Protection Act 2018 Compliance

		2016
	"the L	means all or any of: (a) the Data Protection Regulation, (b) the Act, (c) the Data Protection Act 1988, (d) the Data Protection Act 2003, (e) regulations made under the Act, (f) Directive.
	= ", " = = = = = =	
2.	Data	a Protection
	2.1.	
	2.2.	
	2.3.	1
3.	Leg	al basis of processing your personal data
	3.1.	

		••••••
	3.2.	
4.	Cha	nge in the legal basis of processing
	4.1.	
	4.2.	,
	4.3.	
5.	Disc	closure and/ or sharing of your personal data
	5.1.	
	5.2.	
	5.3.	
	5.4.	
	5.5.	

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																																						ı

6. Your access request

6.1.	,
].

6.2.

6.3.

7. Removal of information

	•			•		= !	•																			•					•		. =	
-	- 1					= !		■ ,	•	•																								
					•																													
				_							_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_		_	_		
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			■ .																															

8. Who handles your data

8.1.	

Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1.	We sl	nall process this basic personal data
	1.1.	,,,,
	1.2.	all information you gave to us.
	1.3.	financial information processed through the banking system.
	1.4.	
	1.5.	information relevant to the performance of your contract.
	1.6.	
	1.7.	
	1.8.	[• • • • • • • • • • • • • • • • • • •
2.		
	•••	
	2.1.	satisfy our obligations under this contract;
	2.2.	
	2.3.	
	2.4.	
	2.5.	
2	Doot :	
3.		termination
	3.1.	

	3.1.1.		• • • •							
	3.1.2.									
			••••							
3.2.										
				••••			 •••	••••		 ■ , ■
	3.2.1.						 		•••	
	3.2.2.		••••	•	•		 			
	0.2.2.	•••								
	0.00					,				
	3.2.3.									 • • •

Explanatory notes:

Casual employment contract

General notes

Information pages concerning aspects of employment at:

http://www.citizensinformation.ie/en/employment/

For WRC information: http://www.workplacerelations.ie/en/

http://www.irishstatutebook.ie/eli/1994/act/5/enacted/en/html

http://www.irishstatutebook.ie/eli/1997/act/20/enacted/en/print.html

https://www.gov.ie/en/press-release/3e3b2-all-irish-workers-will-be-entitled-to-sick-pay-for-the-first-time-under-new-law-tanaiste/

https://www.workplacerelations.ie/en/what_you_should_know/employer-obligations/transparent-and-predictable-working-conditions/

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Start and continuity

2. Probationary period

In Ireland, there is no specific law that requires employers to provide a probationary period for new employees. However, it is common practice for employers to include a probationary period in employment contracts. The period can be from a few weeks to months. Where you provide a probationary period, the Transparent and Predictable Working

Moreover, an employee has the same right during probationary period as at any other time. However, dissatisfaction such that the employment is terminated at the

expiry of the ••••••••••••••••••••••••••••••••••••
You can delete this paragraph if not required.
Job title and job description
A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document, then that document must be
Provision for change is important. If it is not included in the contract, then any attempt by you to change the place or type ••••••••••••••••••••••••••••••••••••
Training
This is an optional paragraph. Edit or delete ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
However, please note that if employee training is a legal requirement in your industry then you should keep it. In that case, the law requires you to make sure your employees get the training. For that,
Mandatory training is required by law in the health and safety sector and food industry. For more information, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/employment_rights_and_duties/employer_obligations.html
Place of work
The main purpose of this paragraph is to give the employer the right to move the employee around. If frequent moves may be • • • • • • • • • • • • • • • • • •
Hours of work
The recent change in the Organisation and Working Time Act 1997 has removed the phrase 'zero hours practice'. It means that an employer will no longer be able to engage an
The Organisation and Working Time Act 1997 also states that the maximum average

4.

5.

6.

...........

Edit to suit your actual arrangement. 5.3: The Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001 requires all employers to keep detailed records of start and finishing times, hours worked each day and each week and same and	
5.3: The Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001 requires all employers to keep detailed records of start and finishing times, hours worked each day and each week and	We have provided flexible range of hours with an option to call the employee ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Regulations 2001 requires all employers to keep detailed records of start and finishing times, hours worked each day and each week and 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	Edit to suit your actual arrangement.
We suggest you leave it as is. Payment in a non working week We have worded this paragraph for compliance. Leave The recent changes in the employment law have introduced a floor payment. This is to protect The recent changes in the employment law have introduced a floor payment. This is to protect The recent changes in the employment law have introduced a floor payment. This is to protect The recent changes in the employment law have introduced a floor payment. This is to protect The recent changes in the employment law have introduced a floor payment. This is to protect The recent changes in the employment law have introduced a floor payment. This is to protect The last sub para enables deductions which would The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but an attempt The recent rate of national minimum wage. You may set higher rates but	Regulations 2001 requires all employers to keep detailed records of start and finishing times, hours worked each day and each week and
Payment in a non working week We have worded this paragraph for compliance. Leave	
We have worded this paragraph for compliance. Leave The recent changes in the employment law have introduced a floor payment. This is to protect The recent changes in the employment law have introduced a floor payment. This is to protect The recent changes in the employment law have introduced a floor payment. This is to protect This is the law there will be a new minimum floor payment, of three times the national minimum wage to compensate workers if they are called in to work but do not receive the expected hours of work. This is the law. Section 18 of the Organisation and The law 1997 This is the law. Section 18 of the Organisation and This is the law. Section 18 of the Organisation and This is the law. Section 18 of the Organisation and This is the law. Section 18 of the Organisation and This is and details at: This is and the following paragraph relate directly to the statutory leave entitlements. The last sub para enables deductions which would This and the following paragraph relate directly to the statutory leave entitlements. The last sub para erastatutory requirements, we have worded the document for compliance. If / when you edit this paragraph to provide more generous leave	We suggest you leave it as is.
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http://www.irishstatutebook.ie/eli/2018/act/38/section/15/enacted/en/html#sec15 Here is current rate of national minimum wage. You may set higher rates but an attempt http://www.citizensinformation.ie/en/employment/employment rights and conditions/pay and employment/pay inc min wage.html Salary Necessary provisions. The last sub para enables deductions which would Expenses We have no comment Annual leave This and the following paragraph relate directly to the statutory leave entitlements. Because there are statutory requirements, we have worded the document for compliance. If / when you edit this paragraph to provide more generous leave	minimum wage to compensate workers if they are called in to work but do not receive the expected hours of work. This is the law. Section 18 of the Organisation and 1997
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8.

9.

10.

Annual leave entitlement is governed by the Organisation of Working Time Act 1997.
You may find more details at:
http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/annual_leave_public_holidays.html
Sick leave and sick pay
This paragraph continues in the vein of the previous one. The
The sick leave and sick pay rules are governed by the Sick Leave Act 2022 • • • • • • • • • • • • • • • • •
You may find more details at:
https://www.citizensinformation.ie/en/employment/employment_rights_and_condition_s/leave_and_holidays/sick_leave.html#:~:text=If%20you%20become%20ill%20durin_g,leave%20at%20a%20later%20date.
Sickness during annual leave
Leave it as is.
The law requires you to deduct sick leave days from annual leave period if an employee gets sick during his annual
Other absence
Under the law employees are entitled to different types of leave days. It is good idea that
Good practice is to hand a personal copy to each new employee starter and to maintain a
You may find details of all
http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/

12.

13.

14.	Pension
	Your obligation as an employer is to make provision for a pension ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	We have provided two options. By all
	Option 1: If you have an internal company operated pension scheme
	Option 2: If you do not already have a company operated occupational pension scheme, you must provide access to a standard Personal Retirement Savings Accounts scheme (PRSA). You must provide details of your arrangement to your employee. If you chose this option then we suggest that in this paragraph you enter
	You may find more information at:
	http://www.citizensinformation.ie/en/money_and_tax/personal_finance/pensions/personal_retirement_savings_accounts.html
15.	Work outside Ireland
	Another provision to enable you to move the employee
16.	Collective agreements
	Delete if not required.
17.	Other business or employment
	The European Union (Transparent and Predictable Working Conditions) Regulations 2022 has set a restriction that an employer cannot prevent an
	However, there is an EXCEPTION that such restriction on the right to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	The law has not set a precise definition of the 'objective ground' but to be effective

	You can find details at https://www.workplacerelations.ie/en/what_you_should_know/employer-obligations/transparent-and-predictable-working-conditions/
18.	No competition
	Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that the provisions inserted her are more than an example. But the longer you wish to tie up a former employee the more likely it is that a judge will tell
19.	Processing your personal data
	Self explanatory provisions.
	This paragraph deals with the obligations ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	You may need to add other data, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■
	We suggest leave these provisions as is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
20.	Staff handbook and company policies
	It is an excellent idea to have and maintain a comprehensive staff handbook as a bible of procedures and policies. These policies all relate to areas where ■ ■ ■ ■ ■
	For you to comply with some of these policies you need co-operation from your staff. Indeed, co-operation in maintaining your health and safety policy is crucial. We have therefore incorporated compliance into this
	••••

	A staff handbook is a good place to keep them together and available. Your health and safety policy and guide may be so large as to merit its own separate book. Good
	•
21.	Confidentiality
	Because this provision is so important to most organisations, your employees must be left in no doubt as
22.	New intellectual property
	This is an area which may be irrelevant or may be essential immediately. In most businesses, you never know what an employee will discover - personally or through
23.	Bribery
	It is good practice to make clear to employees
24.	Disciplinary and grievance procedures
	Net Lawman has provided a very elegant, step-by-step approach to these
25.	Notice of termination
	We have provided notice period required under the law - • • • • • • • • • • • • • • • • • •
	http://www.citizensinformation.ie/en/employment/unemployment_and_redundancy/lo
	http://www.citizensinformation.ie/en/employment/unemployment_and_redundancy/lc

26. Arrangements during notice period

	When an employee is under notice, the relationship suffers,
27.	Procedure after termination
	Care should be taken in looking to future to consider what this employee might be doing in a matter
28.	Summary termination
	At Net Lawman we hate lists in legal documents.
	Despite this precise list, it is still essential to investigate in accordance with your disciplinary policy. It is important
29.	Reconstruction or amalgamation
	This • • • • • • • • • • • • • • • • • • •
30.	Miscellaneous matters
	A number of technically important
Sched	dule:
Paragr	raph = = = = = = = = = = = = = = = = = = .
1.	Definitions
	Basic • • • • • • • • • • • • • • • • • • •

2.	Data protection
	A
3.	Legal basis of processing
	The Act allows a person or business to process personal
	One or both of • • • • • • • • • • • • • • • • • •
	Less commonly, some data
	Where the data subject is an employee the most obvious basis of
	You must make sure that when you ask specifically for consent ,
4.	Change in the legal basis of processing
	You
5.	Disclosure and/ or sharing of personal data
	You must say who gets to see or use your employee's personal
6.	Access to personal data
	The Act provides that a data subject has

Removal of information

	You should leave
8.	Who handles your data
	This paragraph sets
	In any case, you must
Notes	s to the Appendix to the Schedule
	We have separated these provisions into an appendix
	The appendix is simply your statement, ••••••••••••••••••••••••••••••••••••
	The purpose of this
	We have given you
	Make sure • • • • • • • • • • • • • • • • • • •
	The third numbered heading is unlikely to require edit.
	Basic Irish law relating to limitation

End of notes