Employment contract: management level employee

Dated: [Date]

Name: [Name]

Contents

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Schedule 1 Bonus system

Schedule 2 Data Protection Act 2018 Compliance

This contract is dated:			ed:	[date]	
Your employer is:				[Company name] ("the Company" ■ ■ ■ ■ " ■ ■ ■ / ■ ■ ■ / ■ ■ ■ ")	
Your	emplo	yer's add	dress is:	[Company address]	
You	are:			[employee name]	
Your	Your address is:			[employee address]	
The	contra	ct terms	s are:		
1.	Enti	re und	erstandir	ng	
	1.1.	betwee arrang	en you and u ements (if ar	elow, this agreement contains the entire understanding is and supersedes all previous agreements and my) relating to your employment.	
	1.2.	you ha	ve provided rate, you will	ntract we have relied on certain documents and information to us. If we discover that any of that information is be in	
		1.2.1	your curric	culum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ [■ ■ ■];	
		1.2.2	and in par	s of education showing school and university qualifications ticular that you have achieved a [master of arts] [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
		1.2.3	-	ment that you have qualified as a [trade or profession] ■ ■ ■ ■ ■ ■ [■ ■ ■].	
2.	Start and continuity				
	2.1.	Your employment with the Company [starts / ■ ■ ■] ■ ■ ■ [■ ■ ■].			
	2.2.			h any other Employer counts towards your continuous ■ ■	
	OR				
	2.3.	Previous	us employme	ent with [name of employer] from [date] to [date] counts as	

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			
Job	title ar	nd job description		
3.1.	Your jo	b title is [job title]		
3.2.	Your m	ain 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 do	uty is to perform your job to the best of your ability and to comply with		
	3.4.1	hold any office and/or other appointment in or on behalf of the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
	3.4.2	report to the [title / chief executive / director / board] as often as necessary to keep them		
	3.4.3	You agree to do all in your power to promote develop and extend the business of the Company and in all respects conform to and comply with the proper and reasonable directions ••••••••••••••••••••••••••••••••••••		
	3.4.4	comply with all rules or codes of conduct required by any regulatory body in		
Plac	e of w	ork		
4.1.		ormal place of work is our above address but we reserve the right to		
OR				
4.2.		ormal place of work is [address] but we reserve the right to change 25		
4.3.	You agree to work anywhere in the Republic of Ireland as the Company may			

4.4.	If the Company requires you to work permanently at a place which necessitates a move from your present ••••••••••••••••••••••••••••••••••••
Hou	rs of work
5.1.	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
5.2.	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 ••••••••••••••••••••••••••••••••••••
5.3.	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) (• • • • • • • • • • • • • • • • • •
Sala	ry
6.1.	Your salary is € [0000] per annum payable in equal monthly instalments [by credit transfer] on the 28th day of each month, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 28th ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.2.	We reserve the right to change the pay frequency, day and method of payment, at any time if we decide to do so. If we do this we will give • • • • • • • • • • • • • • • • • • •
6.3.	You will receive no additional payment ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
6.4.	Your salary will be reviewed annually. We will tell you of any change. The Company shall not be •••••••••••••••••••••••••••••••••••
6.5.	[The Company operates a bonus scheme in which you qualify for inclusion. ■ ■■■■■■■■■■■■■■■■1].
OR	
6.6.	The Company may pay you a bonus from time to time at its discretion, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.7.	The Company may at any time during your employment and after its termination deduct from your salary any money which you owe to the ■ ■ ■

	••.
6.8.	If you give notice to terminate your employment within [12] months of attending any external course for which the Company has paid, you agree that you will owe us [50] % of the cost of that course. If you • • • • • • • • • • • • • • • • • • •
Expe	enses
7.1.	The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide to •••••, ••••, ••••••.
7.2.	The Company reserves the right to change this arrangement so that the expenses you may incur without the permission of the
7.3.	The Company will reimburse to you the cost of a subscription to a I I I I I I I I I I I I I I I I I I
Annı	ual leave
8.1.	Your entitlement to holiday for annual leave days ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.2.	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 by
8.3.	[We ask you to agree the dates of your leave days at least 28 days in advance with your supervisor or director. For our part we
8.3.8.4.	[We ask you to agree the dates of your leave days at least 28 days in

0.0.	Tou can take your annual leave only after you have completed tillee months
8.7.	A day's holiday pay for the purpose of this paragraph is 1/ 260th ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.8.	You may not carry holiday forward from one year to the next. The Company is not allowed • • • • • • • • • • • • • • • • • • •
OR	
8.9.	You will be entitled to carry over a maximum of [five] days
8.10.	If either of us terminates your employment by notice, then any annual 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 ••••••••••••••••••••••••••••••••••••
Sick	leave and sick pay
9.1.	Your entitlement to leave for sickness or injury is [3] ■ ■ ■ ■ ■ ■ ■ .
9.2.	If you are unable to come to work for sickness or any injury, you must inform us by contacting [name of / your line manager / your supervisor etc] as soon as possible before ••••••••••••••••••••••••••••••••••••
9.3.	You should inform us of the reason for your absence, likely duration and an approximate time • • • • • • • • • • • • • • • • • • •
9.4.	Except in an emergency, you are required to inform [name of / your line manager / your supervisor etc] personally. We do not accept any call on your behalf from a friend / ■ ■ ■ / ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
OR	
9.5.	Please note that it is not enough to ask a relative simply to ring and
9.6.	If your absence continues for a number of days or weeks, you must continue

		•.		
	9.7. You must provide us with a medical certificate. Further medical certificate is a second must be provided to cover any continued absence.			
	9.8. You agree at any time we ask, whether or not you are absent from undergo whatever medical examinations we believe are appropriate			
	9.9.	Provided you have complied with the general terms relating to sickness absence referred to above,		
10.	Sick	ness during annual leave		
	10.1.	If you fall sick during your annual leave period		
	10.2.	2. If you do comply with the procedure		
11.	Othe	er absence		
	11.1.	If your = = = = = = = = = = = = = = = = = :		
		11.1.1 maternity,		
		11.1.2 paternity,		
		11.1.3 adoption,		
		11.1.4 carer leave,		

		11.1.5 force majeure,			
		11.1.6 or any other reason			
	then y ■ ■].	rou should ask [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
	11.2.	We do have separate Company policies			
12.	Pension				
		on 1: = = = = = = = = = = = = = = = = = =			
	12.1.	We shall • • • • • • • • • • • [• • • • • • •			
	12.2.	Contributions to the scheme are made by you and by us. ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
		on 2: Use this option if the season s			
	12.3.	The Company shall provide			
	12.4.	You may find more = = = = = = = = [= = = = [= = = = =			
13.	Work outside Ireland				
	You will not be required to work outside Ireland for any				
14.	Heal	Health insurance			
	14.1.	The Company will pay the premiums on a			
	14.2.	The Company reserves the right to			

	14.3.	The Company is not itself liable		
15.	Com	npany car		
	15.1.	The Company will provide a car for your business		
	15.2.	You must comply with Company car		
	15.3.	When your employment terminates, you agree to return		
	15.4.	You agree to take good care		
	15.5.	You agree that the final payment		
	OR			
	15.6.	The Company will not provide you with a car. Instead the Company will pay you a monthly car allowance of € [amount] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
	15.7.	Your car allowance will be		
	15.8.	Your car allowance is fully • • • • • • • • • • • • • • • • • •		
16.	Staff	handbook and Company policies		
	16.1.	You now acknowledge that you have been given a set		
		16.1.1 health and safety;		
		16.1.2 equal opportunities and non-harassment;		
		16.1.3 computers, email, Internet and communications;		

		16.1.5 data protection.
	16.2.	You may not smoke anywhere during working hours. Outside working hours, you may
	16.3.	Insofar as any of these policies imposes an expectation of behaviour on you
	16.4.	You accept the importance for the Company in maintaining and enforcing fully up-
17.	Othe	r 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
	17.4.	You may not take or retain ownership of any interest in any business whether or not competitive with the business of
		[5]%
40	Duas	
18.	Proc	essing your personal data
	To sat	isfy our legal obligation, we process your personal data according ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

16.1.4 company vehicles;

19. Disciplinary and grievance procedures

20.

19.1.	attention	mal grievance procedure need not be your first step in bringing to our n a work related problem. We encourage
19.2.	-	elieve something we do or fail to do entitle
Conf	identia	ality
ask ■	 . ,	is very important to our Company. You should read it carefully and
20.1.		aragraph, "Confidential ■ ■ ■ " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	20.1.1	information about staff, $\blacksquare \blacksquare = \blacksquare = \blacksquare $
	20.1.2	our businesses, methods • • • • • • • • • • • • • • • • • • •
	20.1.3	information about suppliers agents distributors and customers;
	20.1.4	information about the Intellectual • • • • • • • • • • • • • • • • • • •
20.2.		etual Property" means Intellectual Property of
	••••	
	20.2.1	intellectual property • • • • • • • • • • • • • • • • • • •
	20.2.2	patents, trademarks, unregistered marks, designs, copyrights, , , , , , , , , , , , , , , , , , ,

20.3. You now promise that you will:

	20.3.1	keep all records of Confidential Information only at \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	20.3.2	use your best endeavours
20.4.	You no	w promise that you will not :
	20.4.1	use for yourself nor divulge nor disclose to ••••• (•••••)
	20.4.2	store, copy, or use the set of
	20.4.3	remove from Company's premises or copy or allow anyone • • • • • • • • • • • • • • • • • • •
20.5.	This pa	ragraph does not apply to disclosure:
	20.5.1	of information that it is reasonably necessary to disclose
		;
	20.5.2	made with the consent of the proper
	20.5.3	of information or knowledge which comes • • • • • • • • • • • • • • • • • • •
20.6.	-	ovisions of this paragraph shall continue after termination of this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	••.	
New	Intelle	ctual Property
21.1.	••••	as Intellectual Property is created • • • • • • • • • • • • • • • • • • •
21.2.	You no	w agree that you will:

		21.2.1			
		21.2.2	tell the Company • • • • • • • • • • • • • • • • • • •		
		21.2.3	provide to the Company whatever full specification description		
			;		
	21.3.	To mak	e this effective you now undertake to do whatever the Company ■ ■ ■		
	21.4.	The pro	visions of this paragraph shall continue indefinitely ■ ■ ■ ■ ■ ■ ■ ■		
		••••	•••••		
22.	Bribery and other corrupt behaviour				
	22.1.	The Co	mpany has a strict anti-bribery and corruption policy. A		
	22.2.		ribe (or attempt to bribe) another person, intending either to obtain or usiness for the Company, or to obtain or retain ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
23.	Gard	len lea	ve		
	23.1.	-	ime we may require you • • • • • • • • • • • • • • • • • • •		
	23.2.	You will	cease to carry out your duties.		
	23.3.	You will ■			

	23.4.	••••		alary. • • • • • • • • • • • • • • • • • • •
	23.5.		ust continue = = = = = = = = = = = = = = = = = = =	••••••
24.	Tern	ninatio	n of employment	
	24.1.		ntract will automatically ■ ■ ■ I	•••••
		During	your first = = = = = = :	[1]
		After or	ne year's ■ ■ ■ :	[3 • • • •]
	24.2.	your en	nployment	given by either of us, we may terminate
	24.3.	The ter	mination of this ■ ■ ■ ■ ■ ■ ■	
25.	Arra	ngeme	ents during notice peri	od
	25.1.		mpany expects you	• • • • • • • • • • • • • • • • • • • •
	25.2.	We res	erve = = = = = = , = = = =	
		25.2.1	and	pefore the expiry of the notice period
		25.2.2	require you 	
		25.2.3	require you to remain ■ ■ ■	

26. Summary termination

	ompany is entitled to terminate your employment by summary notice in writing
26.1.	theft, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
26.2.	physical violence; or
26.3.	serious bullying or harassment; or
26.4.	deliberate damage to property; or
26.5.	serious insubordination; or
26.6.	misuse of the Company's property or name; or
26.7.	bringing the Company into disrepute; or
26.8.	bringing alcohol or any recreational drug
26.9.	incapability whilst on
26.10.	negligence which causes \blacksquare
26.11.	serious infringement of health and safety rules; or
26.12.	breach of confidentiality; or
26.13.	
26.14.	
	;
26.15.	

27. Procedure after termination

27 1							 				
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	_	 					 				
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	27.1.2								•		
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	27.1.3						 				
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	27.1.4										
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	27.1.5 ■						 				
	•				• • • •		 				
	•						 ■ .				
	27.1.7					•••	 	••		■ ■ ,	
27.2.	If requested	d by the Co	mpany,	you wil	l						
	27.2.1				• • • •	•••	 	••		• • •	•
	27.2.2		•				 				_
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27.3.							 			••	
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27.4.									,		
∠1.4.											

	27.5.		•
	07.0	•••	
	27.6.		I
28.	No c	ompetition	
	28.1.	••••.	
	28.2.		•
	28.3.		
	28.4.		
	28.5.	[]	
	28.6.		

		•	:	•	• •	••		•	•	•		•	• •		•	• •	•	_		_			-	-		
29.	Rec	ons	stru	cti	on	or	A	ma	alg	jar	na	tic	n													
		 . ,																		/ I						-
30.	Misc	cell	ane	eou	ıs r	ma	tte	rs																		
	30.1.	•	• • •	• • •			, ■	- 1																		
	30.2.						, .																			
	30.3.	•		■ ■ ,	, ■ •	• •		-		-		•	• •	•	-	-			•	•		•	•		•	•
	30.4.	:				• • • • [24			•	• •	• •					• •		■ 1 ■ 1	2]	-	- I	 	• •	-	 	•
	30.5.	•		• • •										,											,	
	30.6.		·																							

28.7.

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]

Schedule 1: Bonus system

Here explain the system, including:

- to whom it applies
- what triggers the bonus payment
- how the payment is calculated
- when the payment becomes due, and is made

Schedule 2: Data Protection Act 2018 Compliance

1. **Definitions** "Act" means the Data Protection Act 2018. "Directive" **.....** 2016 / 680 **.....** "the Data Protection **. (. . . .)** 2016 / 679 **.** Regulations" • • • • • • • • • • • 95 / 46 / • • • • (• • • • • • • • ■■■■■■). "the Law" 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	Protection
	2.1.	
	2.2.	
	2.3.	1
3.	Lega	l basis of processing your personal data
	3.1.	
	3.2.	
4.	Char	nge in the legal basis of processing
	4.1.	
	4.2.	,
	4.3.	,

5. Disclosure and/ or sharing of your personal data

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5.4.	•	- 1		•									•		-	•			-									•	= 1	-			
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6.2	_	_		_		_	_		_	_	_							_	_	_			_	_	_	_		_				_	_
6.3.				, •																													
				-																													
																												, I	4 5				

7.	Ren	noval of information
8.	Who	o handles your data
	8.1.	
	8.2.	
	0.2.	***************************************

Appendix 1 to Schedule 2

Data Processing Activities

What we or you may process in each category

1.	We sl	hall 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.	
	2.0.).
3.	Post	termination
	3.1.	
		3.1.1.

	3.1.2.									
3.2.		• • • • •								
	••••	• • • • •	:							
	3.2.1.			• • • •	 	 	 	 ••	••	••
	3.2.2.									
					 	 	 	 ••		••
	3.2.3.					 	 	 		• •

Explanatory notes

Employment contract: management level employee

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. Entire understanding

This paragraph prevents a party from later saying he was relying on some other document or web

2. Start and continuity

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly,

3. 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

4. Place of work

5. Hours of work

6. Salary

Necessary provisions. The last sub paragraph enables deductions which would ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

7. Expenses

We have no comment.

8. 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 these paragraphs to provide more generous leave provision, beware of accidentally reducing any part intended to benefit the employee. Note in particular that holidays not taken may carry forward an entitlement to payment in

Annual leave entitlement is governed by the Organisation of Working Time Act 1997. The version provided in this contract is the **SECRET SECRET SECRET**

You may find more details at:

http://www.citizensinformation.ie/en/employment/employment rights and conditions/leave and holidays/annual leave public holidays.html

9. Sick leave and sick pay

	is the minimum = = = = = = = = = = = = = = = = = =
	The sick leave and sick pay rules are governed by the Sick Leave Act 2022 and Sick Leave Act 2022 (Prescribed • • • • • • • • • • • • • • • • • • •
	You may find more details at:
	https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/sick_leave.html#:~:text=If%20you%20become%20ill%20during.leave%20at%20a%20later%20date.
10.	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 leave period. Of course if the employee provides you medical ••••••••••••••••••••••••••••••••••••
11.	Other absence
	Under the law employees are entitled to different types of leave days. It is good idea that you do mention all such types in this paragraph ••••••••••••••••••••••••••••••••••••
	Good practice is to hand a personal copy to each new employee starter and to maintain a single central copy. When updates are made,
	You may find details of all
	http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave and holidays/
12.	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 ■ ■

You may find more information at: http://www.citizensinformation.ie/en/money_and_tax/personal_finance/pensions/personal_retirement_savings_accounts.html
Work outside Ireland
Another provision to enable you to move the employee • • • • • • • • • • • • • • • • • •
Health insurance
We have no comment.
Company car
We have no comment.
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
•.
Other business or employment
The European Union (Transparent and Predictable Working Conditions) Regulations 2022 has set a restriction that an employer cannot prevent an
, , , , , , , , , , , , , , , , , , , ,

14.

15.

16.

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 they must not be
You can find details at https://www.workplacerelations.ie/en/what_you_should_know/employer-obligations/transparent-and-predictable-working-conditions/
Edit to your exact requirement
Processing your personal data
Self explanatory provisions.
This paragraph deals with the obligations \blacksquare
You may need to add other data, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■
We suggest leave these provisions as
Disciplinary and grievance procedures
The code (SI/146/2000 – Industrial relations Act, 1990 Order, 2000) provides the guidelines on the general principles regarding dismissals and grievance procedures. The principles and procedures of this Code of Practice should apply unless alternative agreed procedures exist in the workplace which conform to its general provisions for
••••••
For detailed guidelines, please visit:
http://www.irishstatutebook.ie/eli/2000/si/146/made/en/print
Confidentiality
Because this provision is so important to most organisations, your employees must be left in no doubt as

19.

21.	New intellectual property
	This 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 another
22.	Bribery and other corrupt behaviour
	It is good practice to make clear to employees that any contravention is a breach of contract too. That
23.	Garden leave
	If you need to enforce this provision it is likely to be in a time of crisis. The last thing you want is
24.	Termination of employment
	Edit to your requirement. For detailed ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	http://www.citizensinformation.ie/en/employment/unemployment and redundancy/losing your job/losing job entitlements.html
25.	Arrangements during notice period
	When an employee is under notice, the relationship suffers, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
26.	Summary termination

Despite this precise list, it is still essential to investigate in accordance with your disciplinary policy. It is important

At Net Lawman we hate lists in legal documents.

27.	Procedure after termination
	Substantial deletion may be required. Care should be taken in looking to future to consider what this employee might
28.	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
29.	Reconstruction or amalgamation
	This • • • • • • • • • • • • • • • • • • •
30.	Miscellaneous
	A number of technically important
Sche	edule 2:
Para	graph = = = = = = = = = = = = = = = = = = =
1.	Definitions
■ .	Basic
2.	Data protection
	۸

	The Act allows a person or business to process • • • • • • • • • • • • • • • • • •
	■ ■ :
	One or both of
	Less commonly, some data
	Where the data subject is an employee the most obvious basis • • • • • • • • • • • • • • • • • •
	You must make sure that when you ask specifically for • • • • • • • • • • • • • • • • • • •
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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	•••••••••••••••••••••••••••••••••••••••
6.	Access to personal data
6.	Access to personal data The Act provides that a data subject has
6.	
6.	The Act provides that a data subject has ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
 7. 	The Act provides that a data subject has
	The Act provides that a data subject has

8.

Who handles your data

Legal basis of processing

	This paragraph sets ••••••••••••••••••••••••••••••••••
	In any case, you must
Notes	to the Appendix to the Schedule 2
	We have separated these provisions into an appendix

	The appendix is simply your

	The purpose of
	We have given you
	Make • • • • • • • • • • • • • • • • • • •
	The third numbered heading is unlikely to require edit.
	Basic Irish law relating to

End of notes