IE-EMPcon18

Employment contract: with service occupancy provisions

Dated: [Date]

Name: [Name]

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This contract is dated:	[date]
Your employer is:	[Company name] ("the Company" [redacted] "[redacted]/[redacted]")
Your employer's address is:	[Company address]
You are:	[employee name]
Your address is:	[employee address]

The contract terms are:

1. Start and continuity

1.1. 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 [redacted].[redacted]:

1.1.1 your curriculum vitae / resume, sent to [redacted] [[redacted]];

1.1.2 certificates of education showing school and university qualifications and in particular that you have achieved a [final certificate] [master of arts, [redacted]] [redacted] [[redacted], [redacted]];

1.1.3 your statement that you have qualified as a [trade or profession] [redacted] [[redacted]].

1.2. Your employment with the Company [starts / [redacted]] [redacted] [[redacted]].

1.3. [Previous employment with [name of employer] from [date] to [date] counts as [redacted]].

2. Probationary period

2.1. Your employment is subject to a probationary period of [3] months. If at the end of that time we are satisfied with [redacted].

2.2. If during or at the end of your probationary period we are dissatisfied with your work we may terminate your employment by [one] week's notice. If you wish [redacted].

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2.3. The Company reserves the right to extend the [redacted].

2.4. During the first three months of employment, we request that you do not take any holidays, unless previously agreed at the interview. Holidays agreed at interview will only [redacted].

3. Job title and job description

3.1. Your job title is [job title].

3.2. Your detailed job description is set out in Schedule 1 to this agreement. However, [redacted]:

3.2.1 deliver excellent customer service, at all times;

3.2.2 ensure that customers are treated with politeness and courtesy at all times, [redacted];

3.2.3 maintain a high standard of personal presentation and hygiene, appropriate to the [redacted] [[redacted]];

3.2.4 complete all required health and safety, and fire checks [redacted];

3.2.5 accept responsibility for emergency evacuation of the premises;

3.2.6 serve food, take orders and [redacted];

3.2.7 take money in payment in accordance [redacted];

3.2.8 assist in cleaning and keeping clean all rooms, furniture, fixtures and fittings used in storage, [redacted], [redacted].

3.2.9 assist in cleaning and keeping clean all rooms used by [redacted].

3.2.10 cellarage work as required;

3.2.11 assist in clearing up the premises at the [redacted];

3.2.12 wear the [your name] uniform and name badge [redacted];

3.2.13 work at all times in accordance with the [redacted];

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3.2.14 comply with all Company policies and [redacted];

3.2.15 propose marketing initiatives at any time so as to maximise sales and [redacted] [[redacted]];

3.2.16 deal at arm's length and without favour with [redacted];

3.2.17 provide leadership, control, management and motivation to [redacted];

3.2.18 maintain accounts and comply with budgets;

3.2.19 ensure that staff comply with all food hygiene and safety standards at all times [redacted];

3.2.20 carry out other duties as is reasonable required.

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 [redacted] . [redacted] , [redacted] .

3.4. Your duty is to perform your job to the best of your [redacted] .

4. Training

4.1. We provide training for employees at [our head office / a location chosen by us]. The details of the [redacted] .

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. [redacted] ([redacted]) [redacted] .

5. Place of work

5.1. You agree that the job contracted in this document can be done only on [redacted] .

5.2. The premises at which you will live and work immediately are [name and address]. We reserve the right to change the accommodation and/or the [redacted]

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[redacted], [redacted] [25] [redacted].

5.3. The address of the accommodation necessarily provided to [redacted] [[redacted]].

5.4. Your occupation of the accommodation is a service occupancy provided free of charge and accordingly you have no right [redacted].

5.5. You agree to work at any other place we reasonably require, including the premises of any customer, client or contractor [redacted], [redacted] [25] [redacted].

6. Hours of work

6.1. Your normal hours of work are [9.00 am to 5.30 pm Monday to Friday], excluding public holidays. [You may be required to work additional time not exceeding 8 hours a week where the [redacted]. [redacted].]

6.2. You are entitled to an [unpaid] lunch break of one hour at a time to be agreed between you and the Company. [redacted].

OR

6.3. You are entitled to the following [unpaid] breaks in each shift of work: [describe break times precisely]. It [redacted].

6.4. If at any time it happens that you are alone and require a comfort break, you will secure the [redacted].

6.5. You will be required to comply with any time keeping or record keeping scheme introduced for the purpose of ensuring compliance with the with the Organisation of Working Time (Records) ([redacted]) [redacted] 2001 [redacted].

7. Salary

7.1. Your salary is € [0000] per annum payable in equal monthly instalments [by credit transfer] on the 28th day of each month, [redacted] 28th [redacted], [redacted].

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7.2. If you are required to work additional time outside your normal hours, the following [redacted] [[redacted]].

7.3. Your job does not carry a fixed salary. You will be paid based on actual hours worked as recorded [state how recorded] at a starting rate of € [amount] per hour. [Time worked outside the hours of [8 . 00 [redacted] 6 . 00 [redacted] 1 . 35 [redacted]]

7.4. You will receive a [commission] / [bonus] payment [monthly] / [quarterly] / [[redacted]], [redacted] : [[redacted]].

7.5. Your salary will be reviewed annually in the month of [month]. [redacted] .

7.6. 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 [redacted] . [redacted] .

8. Expenses

You have no authority to incur expenses.

OR

8.1. The Company will reimburse to you all reasonable expenses [redacted] , [redacted] , [redacted] .

8.2. It is a serious offence to falsify any document or manufacture [redacted] . [redacted] .

9. Annual leave

9.1. Your entitlement to [redacted] .

9.2. The Company's leave year runs from April 1 to March 31. Your entitlement to annual leave days is calculated [redacted] . [redacted] .

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9.3. [We ask you to agree the dates of your leave days at [redacted] 28 [redacted] . [redacted]].

9.4. At a minimum, you must give us notice of twice as many days as [redacted] . ([redacted] , [redacted] , [redacted]).

9.5. We may also give you similar [redacted] ([redacted]) [redacted] .

9.6. You can take your annual leave [redacted] ([redacted]).

9.7. A day's holiday pay for [redacted] 1 / 260th [redacted] .

9.8. You may not carry holiday forward from one [redacted] . [redacted] .

OR

9.9. You will be entitled to carry [redacted] [[redacted]] [redacted] .

9.10. If either of us terminates your employment by notice, then any annual leave entitlement which will have accrued at the [redacted] . [redacted] , [redacted] , [redacted] .

10. Sick leave and sick pay

10.1. Your entitlement to leave [redacted] [3] [redacted] .

10.2. If you are unable to come to work for sickness or any injury, you must inform us [redacted] [[redacted] / [redacted] / [redacted]] [redacted] [11 : 00 [redacted]].

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10.3. You should inform us of the reason for [redacted].

10.4. Except in an emergency, you are required to inform [name of / your line manager / [redacted]] [redacted]. [redacted] / [redacted] / [redacted] [redacted] / [redacted] / [redacted]].

OR

10.5. Please note that it is **not enough to ask a relative simply to ring and** [redacted].

10.6. If your absence continues for a number of days or weeks, you must continue to contact us [redacted].

10.7. You must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence. [redacted].

10.8. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate ([redacted]) [redacted] [[redacted] / [redacted]], [redacted], [redacted], [redacted].

10.9. Provided you have complied with the general terms relating to sickness absence referred to above, [redacted] [[redacted]] [redacted].

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11. Sickness during annual leave

11.1. If you fall sick during your annual leave period [redacted].

11.2. If you do comply with the procedure [redacted].

12. Other absence

12.1. If your [redacted]:

12.1.1 maternity,

12.1.2 paternity,

12.1.3 adoption,

12.1.4 carer leave,

12.1.5 force majeure,

12.1.6 or any other reason

then you should ask [[redacted] / [redacted] / [redacted]].

12.2. We do have separate Company policies [redacted].

13. Pension

[Option 1: [redacted].]

13.1. We shall [redacted] [[redacted]].

13.2. Contributions to the scheme are made by you and by us. [redacted], [redacted] [[redacted]] % [redacted], [redacted], [[redacted]] %.

[Option 2: Use this option if the [redacted].]

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13.3. The Company shall provide [redacted].

13.4. You may find more [redacted] [redacted] [redacted].

14. Work outside Ireland

You will not be required to work outside Ireland for any [redacted] [redacted] [redacted] [redacted].

15. Collective agreements

The Company has made an agreement with [union] [redacted]. [redacted] [redacted] [redacted].

16. Other business or employment

16.1. You must devote the whole of your [redacted], [redacted].

16.2. You may not under any circumstances do [redacted].

16.3. You may not do other work (even voluntary work), or [redacted].

17. No competition

17.1. The following restrictions apply whether intended [redacted], [redacted].

17.2. You agree that you will not within [three] years of termination of this contract directly or indirectly, advise, [redacted], [redacted]

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[redacted] [redacted] [redacted] .

17.3. The restrictions imposed by the last previous [redacted] .

17.4. You agree that you will not within [one] year of termination of your contract, [redacted] , [redacted] , [redacted] , [redacted] .

17.5. You agree that you will not within [one] year of termination of your contract, [redacted] [redacted] [redacted] .

17.6. If any provision of this paragraph shall be void in any jurisdiction [redacted] .

17.7. You have carefully considered the provisions of this [redacted] .

18. Processing your personal data

To satisfy our legal obligation, we process your personal data according [redacted] 2018 . [redacted] 2 , [redacted] .

19. Staff handbook and Company policies

19.1. You now acknowledge that you have been given a [redacted] , [redacted] , [redacted] :

health and safety;

equal opportunities and non-harassment;

computers, email, Internet and communications;

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company vehicles;

data protection.

19.2. Insofar as any of these policies imposes an expectation of behaviour on you as a [redacted] .

19.3. You may not smoke anywhere during working hours. Outside working hours, you may [redacted] .

20. Confidentiality

This paragraph is very important to our Company. You should read it carefully and ask [redacted] .

20.1. In this paragraph, "Confidential [redacted] " [redacted] :

20.1.1 information about staff, [redacted] ;

20.1.2 our businesses, methods [redacted] ;

20.1.3 information about suppliers agents distributors and customers;

20.1.4 information about the Intellectual [redacted] .

20.2. "Intellectual Property" means Intellectual Property of [redacted] :

20.2.1 intellectual property [redacted] ;

20.2.2 patents, trademarks, unregistered marks, designs, copyrights, [redacted] .

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20.3. You now promise that you will:

20.3.1 keep all records of Confidential Information only at [redacted] ([redacted]);

20.3.2 use your best endeavours [redacted], [redacted].

20.4. You now promise that you will not:

20.4.1 use for yourself nor divulge nor disclose to [redacted] ([redacted]) [redacted].

20.4.2 store, copy, or use the [redacted];

20.4.3 remove from Company's premises or copy or allow anyone [redacted], [redacted], [redacted].

20.5. This paragraph does not apply to disclosure:

20.5.1 of information that it is reasonably necessary to disclose [redacted];

20.5.2 made with the consent of the proper [redacted];

20.5.3 of information or knowledge which comes [redacted];

20.6. The provisions of this paragraph shall continue after termination of this [redacted] [5] [redacted], [redacted].

21. New Intellectual Property

21.1. So far as Intellectual Property is created [redacted], [redacted].

21.2. You now agree that you will:

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21.2.1 do your utmost to ensure [redacted];

21.2.2 tell the Company [redacted];

21.2.3 provide to the Company whatever full specification description [redacted];

21.3. To make this effective you now undertake to do whatever the Company [redacted].

21.4. The provisions of this paragraph shall continue indefinitely [redacted].

22. Bribery

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain [redacted].

23. Disciplinary and grievance procedures

23.1. The Company's disciplinary and grievance procedures [redacted].

23.2. The formal grievance procedure need not be your first step in bringing to our [redacted].

23.3. The law gives you both rights and obligations in respect of these procedures. You now agree to [redacted].

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[redacted].

24. Notice of termination of employment

24.1. This is the period [redacted]:

During your [redacted]: [redacted];

During your first weeks employment: none;

After four weeks [redacted]: [redacted];

During two [redacted]: [redacted]

During five [redacted]: [redacted]

During ten [redacted]: [redacted]

After fifteen [redacted]: [redacted]

24.2. If on the date you leave, money is owed [redacted], [redacted].

25. Arrangements during notice period

25.1. The Company expects you [redacted].

25.2. We reserve [redacted], [redacted]:

25.2.1 [redacted] ([redacted]);

25.2.2 [redacted];

25.2.3 [redacted].

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26. Procedure after termination

26.1. [redacted]:

26.1.1 [redacted];[redacted]

26.1.2 [redacted];[redacted]

26.1.3 [redacted];[redacted]

26.1.4 [redacted].

26.2. [redacted]

26.2.1 [redacted],

26.2.2 [redacted];[redacted]

26.3. [redacted].

26.4. [redacted].

27. Summary termination

[redacted]:

27.1. [redacted];[redacted]

27.2. physical violence; or

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27.3. bullying or harassment; or

27.4. deliberate damage to property; or

27.5. serious insubordination; or

27.6. misuse of the Company's property or name; or

27.7. bringing the Company into disrepute; or

27.8. [redacted] / [redacted] .

27.9. [redacted] ; [redacted]

27.10. [redacted] , [redacted] ; [redacted]

27.11. serious infringement of health and safety rules; or

27.12. breach of confidentiality; or

27.13. [redacted] ; [redacted]

27.14. [redacted] ; [redacted]

27.15. [redacted] .

[redacted] .

28. Reconstruction or Amalgamation

[redacted] - [redacted] / [redacted] , [redacted] .

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29. Miscellaneous matters

29.1. [redacted], [redacted].

29.2. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

29.3. [redacted], [redacted].

29.4. [redacted] [72] [redacted] [24] [redacted].

29.5. [redacted], [redacted], [redacted].

29.6. [redacted], [redacted]. [redacted].

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]

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Schedule 1: Detailed job description and task list

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Schedule 2: Data Protection Act 2018 Compliance

1. Definitions

[redacted] :

"Act"	means the Data Protection Act 2018.
“Directive”	[redacted] ([redacted]) 2016 / 680 [redacted] 27 [redacted] 2016 [redacted] , [redacted] , [redacted] , [redacted] , [redacted] 2008 / 977 / [redacted] .
“the Data Protection Regulations”	[redacted] ([redacted]) 2016 / 679 [redacted] 27 [redacted] 2016 [redacted] , [redacted] 95 / 46 / [redacted] ([redacted]).
“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.

" [redacted] ", " [redacted] ", " [redacted] ", " [redacted] ", " [redacted] ", " [redacted] " [redacted] " [redacted] " [redacted] , [redacted] . [redacted] “ [redacted] ” [redacted] “ [redacted] ” [redacted] . [redacted] “ [redacted] ”.

[redacted] , " [redacted] ", [redacted] .

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2. Data Protection

2.1. [redacted].

2.2. [redacted], [redacted], [redacted]. [redacted].

2.3. [redacted] 1 [redacted].

3. Legal basis of processing your personal data

3.1. [redacted], [redacted], [redacted], [redacted]. [redacted].

3.2. [redacted], [redacted]. [redacted], [redacted]. [redacted], [redacted].

4. Change in the legal basis of processing

4.1. [redacted]. [redacted].

4.2. [redacted], [redacted].

4.3. [redacted], [redacted] [[redacted] - [redacted]].

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5. Disclosure and/ or sharing of your personal data

5.1. [redacted]

5.2. [redacted]

5.3. [redacted]

5.4. [redacted]

5.5. [redacted]

6. Your access request

6.1. [redacted] [redacted] [redacted] [redacted] - [redacted]].

6.2. [redacted]

6.3. [redacted]

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7. Removal of information

[redacted], [redacted]. [redacted], [redacted].

8. Who handles your data

8.1. [redacted]. [redacted], [redacted] [[redacted]] [redacted] [[redacted]].

8.2. [redacted], [redacted].

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Appendix 1 to Schedule 2

Data Processing Activities

What we or you may process in each category

1. We shall process this basic personal data

1.1. [redacted], [redacted], [redacted], [redacted].

1.2. all information you gave to us.

1.3. financial information processed through the banking system.

1.4. [redacted], [redacted], [redacted].

1.5. information relevant to the performance of your contract.

1.6. [redacted], [redacted]; [redacted], [redacted]; [redacted]; [redacted].

1.7. [redacted], [redacted].

1.8. [[redacted]].

2. [redacted]

[redacted]:

2.1. satisfy our obligations under this contract;

2.2. [redacted];

2.3. [redacted].

[redacted]. [redacted].

2.4. [redacted]/[redacted]/[redacted]/[redacted]/[redacted];

2.5. [redacted]([redacted]).

3. Post termination

3.1. [redacted]:

3.1.1. [redacted]-[redacted];

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3.1.2. [redacted], [redacted], [redacted], [redacted]. [redacted].

3.2. [redacted], [redacted]:

3.2.1. [redacted];

3.2.2. [redacted];

3.2.3. [redacted].

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Explanatory notes:

Employment contract: with service occupancy provisions

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Start and continuity

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

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 [redacted] 2022 [redacted] 6 [redacted] . [redacted].

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 [redacted] “[redacted]”.

You can delete this paragraph if not required.

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 identified and have been available to the employee before this contract is signed. Here we have provided for the details to be [redacted] - [redacted] , [redacted].

We have provided here a long menu to give you ideas of what could be included. You may decide to abbreviate this section to a small number of general items and put all detail into the job description or you may extend this [redacted] . [redacted].

Provision for change is important. If it is not included in the contract, then any attempt by you to change the place or type [redacted].

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4. Training

Edit or delete as you require.

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, [redacted].

Mandatory training is required by law in the health and safety sector and food industry. For more information, [redacted]:

https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/employment_rights_and_duties/employer_obligations.html

5. Place of work

The main purpose of this paragraph is to give the employer the right to move the employee either to different accommodation or to a different location. If frequent moves [redacted], [redacted].

6. Hours of work

The Organisation and Working Time Act 1997 states that the maximum average working week for many employees cannot exceed 48 hours. This does not mean that a working week can never exceed 48 hours, it is the average that is important. The Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001 requires all employers to keep detailed records of start and finishing [redacted], [redacted]. [redacted] 3 [redacted].

7. Salary

Necessary provisions.

The last sub paragraph enables deductions which would [redacted].

8. Expenses

We have no comment

9. 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 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 [redacted]. [redacted]

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[redacted].

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

You may find more details at:

http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/annual_leave_public_holidays.html

10. Sick leave and sick pay

This paragraph continues in the vein of the previous one. The version provided here is the minimum [redacted].

The sick leave and sick pay rules are governed by the Sick Leave Act 2022 and Sick Leave Act 2022 (Prescribed [redacted]) [redacted] 2022 .

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.

11. 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 [redacted].

12. Other absence

Under the law, employees are entitled to different types of leave days. It is good idea [redacted].

Good practice is to hand a personal copy to each new employee starter and to maintain a [redacted].

You may find details of all [redacted]:

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

13. Pension

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Your obligation as an employer is to make provision for a pension [redacted] / [redacted] .

We have provided two options. By all [redacted] .

Option 1: If you have an internal company operated pension scheme [redacted] .

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 [redacted] - [redacted] , [redacted] , [redacted] , [redacted] . [redacted] .

You may find more information at:

http://www.citizensinformation.ie/en/money_and_tax/personal_finance/pensions/personal_retirement_savings_accounts.html

14. Work outside Ireland

Another provision to enable you to move the employee [redacted] .

15. Collective agreements

Delete if not required

16. Other business or employment

The European Union (Transparent and Predictable Working Conditions) Regulations 2022 has set a restriction that an employer cannot prevent an [redacted] , [redacted] , [redacted] .

However, there is an EXCEPTION that such restriction on the right to [redacted] .

The law has not set a precise definition of the 'objective ground' but to be effective they must not be [redacted] . [redacted] . [redacted] .

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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

17. 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 [redacted] . [redacted] , [redacted] . [redacted] , [redacted] , [redacted] .

18. Processing your personal data

Self explanatory provisions.

This paragraph deals with the obligations [redacted] .

You may need to add other data, [redacted] , [redacted] .

We suggest leave these provisions as is [redacted] 2 [redacted] .

19. 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 [redacted] . [redacted] , [redacted] .

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 [redacted] . [redacted] . [redacted] .

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A staff handbook is a good place to keep them together and available. Your health [redacted] .

20. Confidentiality

Because this provision is so important to most organisations, your employees must be left in no doubt as [redacted] . [redacted] . [redacted] .

21. 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 [redacted] . [redacted] , [redacted] “ [redacted] ” [redacted] .

22. Bribery

It is good practice to make clear to employees that any contravention is a breach of contract too. That [redacted] .

23. Disciplinary and grievance procedures

Net Lawman has provided a very elegant, step-by-step approach to these procedures in the past, but now the law favours a more flexible approach. This is [redacted] . [redacted] , [redacted] .

24. Notice of termination

We have provided notice period required under the law- the Minimum Notice and Terms of Employment Acts 1973 to 2001 . [redacted] . [redacted] , [redacted] :

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, [redacted] . [redacted] .

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26. Procedure after termination

Substantial deletion may be required. Care should be taken in looking to future to consider what this employee might [redacted] .

27. Summary termination

At Net Lawman we hate lists in legal documents. [redacted] .

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

28. Reconstruction or amalgamation

This [redacted] .

29. Miscellaneous matters

A number of technically important [redacted] .

Schedule 2:

Paragraph [redacted] 2 .

1. Definitions

Basic terms [redacted] .

2. Data protection

A [redacted] .

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3. Legal basis of processing

The Act allows a person or business to process personal [redacted] , [redacted] " [redacted] " ([redacted] " [redacted] " [redacted] " [redacted] "). [redacted] :

> One or both of [redacted] .
>
> Less commonly, some [redacted] .

Where the data subject is an employee the most obvious basis of [redacted] " [redacted] ". [redacted] . [redacted] .

You must make sure that when you ask specifically for consent , [redacted] . [redacted] .

4. Change in the legal basis of processing

You [redacted] . [redacted] .

5. Disclosure and/ or sharing of personal data

You must say who gets to see or use your employee's personal [redacted] . [redacted] " [redacted] ". [redacted] .

6. Access to personal data

The Act provides that a data subject has [redacted] , [redacted] .

7. Removal of information

You should leave [redacted] . [redacted] .

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8. Who handles your data

This paragraph sets [redacted].

In any case, you must [redacted], [redacted]. [redacted].

Notes to the Appendix to the Schedule 2

We have separated these provisions into an appendix [redacted]. [redacted], [redacted].

The appendix is simply your statement, [redacted], [redacted].

The purpose of this [redacted].

We have given you [redacted]. [redacted].

Make sure [redacted], [redacted].

The third numbered heading is unlikely to require edit. [redacted]. [redacted]- [redacted].

Basic Irish law relating to limitation [redacted], [redacted], [redacted].

End of notes

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