

ZA-EMPcon24

Secondment agreement: to a charity or voluntary organisation

Secondment Agreement

Original Employer: [employer]

and

The Host: [Host]

Re: [Secondee's first and last name]

2.3. The Original Employer shall remain the legal employer of the
Secondee and shall deal

[
]

2.4. The Host acknowledges that it has

:

2.4.1 Contract of , ;

2.4.2 employment policies;

2.4.3 [other]

2.5. The Host agrees to stand in the shoes of the Original

[
]

2.6. The Original Employer and the Host agree the

1 .

2.7. The payment by the Host for the work

1 .

2.8. The Original Employer confirms that it

[]

3. Continuing obligations of the Original Employer and the Host

3.1. The Host shall obtain the consent of the Secondee

3.2. The Host shall maintain policies of employment which,

- 3.3. The Host confirms that the _____ :
- 3.3.1 working hours, namely [hours];
 - 3.3.2 working days, namely [days];
 - 3.3.3 style of workplace, namely [describe difference];
 - 3.3.4 extent of physical activity;
 - 3.3.5 access to medical care;
 - 3.3.6 access to banks, shops and other facilities.
- 3.4. The Original Employer will continue to be responsible and _____ [_____] , _____ .
- 3.5. The Original Employer confirms that _____ .
- 3.6. In the event of a dispute between the Secondee and the Host, the Host _____ .
- 3.7. The Host undertakes to make its own contractual arrangements with the _____ - _____ [_____] [_____] _____ .
- 3.8. The Host will pay for:
- 3.8.1 any visa _____ ;
 - 3.8.2 medical tests, _____ ;
 - 3.8.3 professional or other memberships required by the Secondee;
 - 3.8.4 travel for the Secondee _____ [_____] [_____] ;
 - 3.8.5 specialist clothing, _____ ;

3.8.6 travel for the

3.9. If during the Secondment, the Secondee shall need medical help, the Host agrees to []

. [

.]

3.10. The Host will permit the Secondee

[

]

.

OR

3.11.

OR

3.12.

4. Term of Secondment

:

4.1. the expiry of [twenty weeks];

4.2.

;

4.3.

;

4.4. []

5. No competition

5.1.

[]

,

,

[]

.

5.2.

[]

,

,

.

5.3.

[]

,

]

[

.

5.4.

.

5.5.

.

6. Indemnity

, ' : '

, :

6.1. ;

6.2. (;) ;);

6.3. ;

6.4. ;

6.5. ;

6.6. ;

.

7. New intellectual property

, ' : ;

7.1. ;

7.2. ;

7.3. ;

7.4. ;

;

7.5.

8. Miscellaneous matters

8.1.

8.2.

24

8.3.

8.4.

Signed by [\[name\]](#) for the Original Employer

Signed by [\[name\]](#) for the Host

Schedule 1: Job title and description of work

Explanatory notes:

Secondment agreement: to a charity or voluntary organisation

General notes

1. Secondment is an area where there is little statute or regulatory law. You may therefore make any agreement you wish. There are no rules. What is more, in many Secondments there are areas where neither side really knows what will unfold as time passes. However, employment rights are unchanged by a Secondment. Your employee can bring a claim against you

Outside of this agreement, we strongly advise that you make sure the Secondee understands the risks she is taking, as well as the work to be done. This is crucially important where the Secondment is to a foreign country,

2. This agreement has been drawn as a suggestive version. It includes provisions which you may not need. It is unlikely to include all the detail you might wish to include. When adding material, bear in mind that a legal agreement is intended to set out the rights of the parties against each other. It is not a procedure “ ”
3. Remember to give the full legal names of the parties. If you have no counter party, the contract is worthless. Secondment is used by many types of organisation. You should find out and insert the name of the legal entity. This may be a governmental organisation or a charity, but just a trade name of a charity is unlikely to be correct. In case of doubt, make the contract with four named individuals of substance or get
4. Finally, you should remember that you also need a supplementary contract to add to the Secondee's contract of employment. You should have received on with

Paragraph specific notes

Notes following the numbered paragraphs

2.4 It is important that the Host has copies of all relevant documents relating to the Seconded's employment with the Original Employer. If

2.7 A Secondment may be for a price or free of charge. If for a charge, it is all the

3.3 It is a good idea to list these

5 Consider keeping this paragraph because competition comes from the most unlikely sources. Before deleting, ask yourself whether the Host could damage your business by poaching this Seconded and maybe his or her team. Judges dislike non-compete paragraphs because they are said to

6 The indemnity is all one way. Because the Original Employer remains as employer,

7 New IP could be created, depending on the

8 Some people are not

Schedule 1

This is part of the agreement and should be attached to it. The extent and

End of notes