**Contract**

**Template**



**Date**: INSERT DATE

**Name & Address of Employer**

This agreement is between INSERT REGISTERED BUSINESS NAME whose Registered Office is at INSERT REGISTERED BUSINESS ADDRESS (the “Employer” or the “Company”) and NAME OF EMPLOYEE of ADDRESS OF EMPLOYEE (“the Employee”).

**Job Title**

The Employee’s position is that of JOB TITLE.

*Note: the contract should state either the employee’s job title or the nature of the work.*

**Employment Commencement Date & Duration (if applicable)**

* Your employment with the Company will commence on the INSERT DATE.
* **If Fixed Term Contract:** It will terminate on the INSERT DATE.
* **If Specific Purpose:** Your employment with the Company shall continue for the following purpose: INSERT PURPOSE OF CONTRACT EG MATERNITY LEAVE, ETC.

**Probationary Period**

*Note: The contract should state*

* *The length of the probationary period should be no longer than 6 months.*
* *A note that the probationary period may be extended at the company’s discretion, in exceptional circumstances.*
* *The notice the employee will receive in the event of termination of the contract during the probationary period.*
* *An explanation that the employee’s performance will be assessed during the probationary period.*
* *A line to state that either party can terminate the contract for no reason during the probationary period.*

**Training entitlement:**

*Note: The contract should state the training entitlement, if any, provided by the employer.*

**Eligibility Clause**

*Note: The contract should state that it is a condition of employment that the employee is eligible to work in Ireland for the duration of the contract and the contract may be terminated if they do not have the right to work in Ireland.*

**Hours Of Work**

*Note: The contract should state the employee’s terms and conditions in relation to hours of work, including:*

* *Length of normal working hours*
	+ *Set hours worked by the employee*
	+ *If set hours are not applicable, a band of hours should be included in line with the Employment Miscellaneous Provisions Act 2018. For example: Your hours of work will be communicated to you by your manager on a weekly basis but will average INSERT BAND e.g. (3-6 hours, 6-11 hours, 11-16 hours, 16-21 hours, 21-26 hours, 26-31 hours, 31-36 hours, 36 hours and over) hours a week.*
* *Requirement for work on weekends, evening work, shift rotas etc.*
* *If the work pattern of the employee is entirely or mostly unpredictable, the contract should include, the principle that the work schedule is variable, the number of guaranteed paid hours and the remuneration for work performed in addition to those guaranteed hours, the reference hours and days within which the employee may be required to work and the minimum notice period the employee is entitled to before the start of a work assignment*

**Rest Arrangements/Breaks**

*Note: The contract should state the employee’s rest arrangements in line with the Organisation of Working Time Act, 1997.*

**Place of Work**

*Note:* *The contract should state the place of work of the employee. If there is no fixed or main place of work, the contract should explain that the employee will be required to work in various locations.*

**Payment**

Note: *In relation to payment, the contract should include details on:*

* *Basic Pay including the method and frequency of payment.*
* *Sunday Premium (e.g., Sunday premium will be paid at a rate of 30% of your hourly rate)*
* *Bonus (note: should include details of what the bonus is, whether it is discretionary or non-discretionary etc.)*
* *Commission (note: Commission clause should provide for how commission will be calculated and how often it will be paid and should provide a clear definition of what constitutes a completed sale for the purposes of commission.)*
* *Incentives (e.g., You will be eligible for an incentive payment up to €XXX per annum, which will be dependent on achieving set goals and KPI’s, the criteria of which will be reviewed bi-annually.)*
* *A statement regarding the employer’s policy on the manner in which tips or gratuities and mandatory charges are treated*

**Pay Reference Period**

*Note:* T*he contract should indicate the pay reference period for the purposes of the National Minimum Wage Act, 2000*

**Deductions from Wages**

*Note:* *The contract should indicate the circumstances in which the Employer can make a lawful deduction from the Employee’s wages/salary in line with The Payment of Wages Act, 1991.*

*The contract should also indicate the identity of the social security institutions receiving the social insurance contributions attached to the contract of employment and any protection relating to social security provided by the employer.*

**Pension**

*Note: The contract should indicate:*

* *an employee’s entitlement to contribute to a PRSA (note: a PRSA is a long-term savings account, designed to help people save for retirement. As an employer, if you do not make an occupational plan available, you must provide access to a Standard PRSA.)*
* *if the company operates a pension scheme and if so, the arrangements related to it.*

**Retirement**

*Note:* *The contract should indicate the company’s retirement age.*

**Annual Leave**

*Note: The contract should state the employee’s entitlement to annual leave under the Organisation of Working Time Act, 1997 and any provisions related to booking annual leave, including notice required and periods in which annual leave is not permitted to be taken (if applicable).*

**Public Holidays**

*Note: The contract should state the employee’s entitlement to Public Holidays.*

**Absences Due to Sickness or Injury/ Sick Pay**

*Note: The contract should state any terms and conditions that apply to an employee relating to incapacity for work or sickness/injury and paid sick leave, e.g., terms and conditions of sick-pay schemes, reporting of absences, production of medical certificates.*

**Maternity, Paternity, Adoptive, Parental, & Parents Leave**

*Note: The contract should state an employee’s entitlement to the above leave. It should also contain any terms and conditions that apply to paid leave.*

**Relevant Collective Agreements**

*Note: Employers must refer to any collective agreements which affect the employee's terms and conditions of employment*

**Notice Period**

*Note: The contract should provide details of the period of notice to be given by the employer and by the employee prior to the termination of the contract of employment.*

**Acceptance of Terms of Conditions of Employment**

If you are agreeable to accepting the above appointment on the conditions stated in this contract combined with the Company handbook, please confirm your acceptance on the duplicate of this contract and return it to us immediately. One signed copy is kept by the employee and the other copy is kept by the Company.

**Signed for the Employer**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This contract is issued in compliance with the [Terms of Employment (Information) Act, 1994](https://www.irishstatutebook.ie/eli/1994/act/5/enacted/en/html).

I (INSERT EMPLOYEE NAME) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ confirm that I have read and understood the above contract and I agree to be employed under the terms and conditions set out above.

**Signed for the Employee**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_