

gmh's Top Ten Things to consider...

Clauses in an employment contract

- ✓ Which is the appropriate employing company? Is that employer properly identified in the contract?
- ✓ Have you sent an offer letter containing basic terms and conditions? If so, is the employment contract consistent with the offer letter?
- ✓ What is the notice period, both from and to the employee? Minimum notice periods are required by law but these are often extended by agreement. Consider what is market practice for an employee in this position.
- ✓ Is it appropriate to have a pay in lieu of notice provision? It might be important if, for example, the contract contains post termination restrictions.
- ✓ Are any such post termination restrictions reasonably drafted? Too wide and they may be unenforceable.
- ✓ Have you properly described all the benefits the employee has been promised, such as pension contributions, share options, medical cover, life assurance and short and long term sickness pay?
- ✓ Have you specified how much holiday the employee can take and what the process is for taking it? What happens to unused holiday?
- ✓ Have you agreed what the employee's duties and job title will be?
- ✓ What are the hours of work? There are laws in place governing how many hours someone is allowed to work.
- ✓ What other policies and procedures do you have? Consider which ones should be contractual. Has the employee seen copies of them?

