${employee\_name}

${employee\_address}

${insert\_date}

Dear ${employee\_name}

Contract of employment

This letter is your contract of employment and shall constitute notice to you of your terms and conditions of employment as are required to be given to you pursuant to the Terms of Employment (Information) Act 1994.

1. Commencement of employment
   1. Your employer is ${employer\_name} (“Company”, **“**we” or “us”). Your employment with the Company commences on ${commencement\_date}.
   2. The first ${probationary\_period} months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's notice by either party or, in the case of the Company, payment in lieu of notice. During this probationary period your performance and suitability for continued employment will be monitored.
   3. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.
2. Job title and reporting line
   1. You are employed as ${job\_title} and report to ${job\_position}.
   2. You may be required to undertake other duties from time to time as we may reasonably require.
   3. You are required at all times to comply with the Company’s rules, policies and procedures in force from time to time.
   4. You warrant that you are entitled to work in Ireland without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.
   5. You shall not work for anyone else while you are employed by the Company without our prior written approval.
3. Place of work

Your normal place of work is ${work\_location}. However, the Company reserves the right, to require you to carry out your work, either on a temporary or permanent basis, at such location inside or outside Ireland as the Company may reasonably require, from time to time. Except at the discretion of the Company, you will not be compensated or reimbursed for the costs involved in such re-location.

1. Pay
   1. You will be paid a salary of ${insert\_salary} per annum subject to deductions for PAYE, PRSI and Universal Social Charge (USC) or otherwise as required by law. You are paid monthly on the 15th of each month by credit transfer. You agree that the Company may deduct from your salary or any other sum due to you any amounts due to the Company from you including, without limitation, any overpayment of salary, loan or advance.
   2. You may, under Section 23 of the National Minimum Wage Act 2000 request a written statement of your average hourly rate of pay of any pay reference period.
   3. The Company shall review your salary annually at the end of the calendar year. There is no obligation on the Company to increase your salary.
2. Benefits
   1. You will be eligible to participate in such benefit plans as may be notified to you in writing by the Company from time to time. Participation in such benefit plans shall be subject at all times to the rules and conditions and underwriting criteria applicable to the relevant plan, as may be amended from time to time. The Company reserves the right to vary, discontinue or substitute any benefit plan in which you may be entitled to participate, and such participation shall automatically cease (without any entitlement to compensation) upon the termination of your employment, howsoever caused.
   2. Further details of these benefits are available from the intranet or the staff handbook.
   3. We may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.
3. Hours of work and rules
   1. Your normal hours of work are between ${start\_time} and ${end\_time} Monday to Friday inclusive with a lunch break of ${lunch\_break} and these hours and days are not variable.
   2. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.

The Company reserves the right to alter your normal start or finish times and your hours of work, as may be necessary in accordance with the needs of the business from time to time.

1. Holidays
   1. You will be entitled to ${holiday\_days} days holiday per year (in addition to statutory public holidays) in each holiday year to be taken at such time or times as the Company considers most convenient and otherwise in accordance with the Organisation of Working Time Act 1997. The holiday year is the calendar year from 1 January to 31 December and you should take your holiday during this period.
   2. Save where otherwise required by law, you shall be entitled to carry over a maximum of ${carry\_over} days holiday in aggregate from one holiday leave year to the next. No payment shall be made for unused holiday entitlement except on termination of your Employment. Any such payment shall be calculated on the basis of one day’s holiday equating to 1/260 of your annual remuneration (excluding bonus).
   3. If you start or leave your employment during a holiday year, your leave entitlement in that year will be calculated on a pro-rata basis for each complete month of service.
   4. In the event that notice of termination of your employment is served by either party, the Company may require you to take any outstanding holiday during this notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave.
2. Absence from work
   1. In the event that you are absent from work for whatever reason, you must contact the Company before 9 am on the first day of the absence to inform the Company of the reason for your absence and when you expect to be able to return to work. You are required to provide a medical certificate in a form satisfactory to the Company for all absences from work for more than two consecutive working days. For the purposes of this rule any holiday, week-end, or other day or days to which you are otherwise entitled coming either immediately before or immediately after such two consecutive days of absence shall be deemed to be a day or days of absence.
   2. The Company may (at its expense) at any time whether or not you are then incapacitated, require you to submit to such medical examinations and tests by doctor(s) nominated by the Company and you hereby authorise such doctor(s) to disclose to and discuss with the Company and its medical advisers the results of such examinations and tests.
   3. In the event that you are incapable of performing your duties by reason of injuries sustained wholly or partly as a result of actionable negligence nuisance or breach of any statutory duty on the part of any third party all payments made to you by the Company whether of salary or sick pay shall to the extent that compensation is recoverable from that third party constitute loans by the Company to you (notwithstanding that as an interim measure income tax has been deducted from payments as if they were emoluments of employment) and shall be repaid when and to the extent that you recover compensation for loss of earnings from that third party by action or otherwise.
3. Garden leave
   1. Following service of notice to terminate your employment by either party under this Agreement, the Company may, at its sole discretion, require that you do not attend the Company premises or have contact with other staff, clients, customers or suppliers of the Company for some or all of the relevant notice period.
   2. You shall continue to owe all duties and obligations (whether express or implied) during any period of Garden Leave. During any period of Garden Leave: (i) you will continue to receive full pay and benefits; (ii) the Company will be under no obligation to provide any work to you and you will have no right to perform any services for the Company; (iii) you will remain readily contactable and available for work; and (iv) the Company may require you to take any outstanding holiday entitlement.
   3. In the event that you are not available for work having been so requested by the Company, you will notwithstanding any other provision of this Agreement, forfeit any right to salary and contractual benefits.
   4. The Company may require you to deliver up any Confidential Information or property of the Company and you will confirm your compliance with this clause in writing if requested to do so by the Company.
4. Termination and notice period
   1. After successful completion of the probation period, the notice required by either you or the Company to terminate your employment will be three month's written notice or, if higher, such notice as may be required by statute.
   2. Nothing in this Agreement shall prevent the Company from terminating your employment summarily without notice or payment in lieu in the event of any serious breach or repeated breaches by you of the terms of this Agreement or in the event of any act or acts of gross misconduct by you.
   3. The Company reserves the right to make a payment in lieu of basic salary for all or any unexpired part of the notice period. For the avoidance of doubt, any payment in lieu will not include any element in relation to any bonus or commission payment that might otherwise have been due to you (if applicable) and any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.
   4. Your employment shall terminate on the last day of the month in which you reach the Company’s retirement age from time to time.
   5. Upon termination of your employment you shall immediately deliver up to the Company your all correspondence, documents, memoranda, papers, computer disks, object or source codes, credit cards, keys, mobile telephones and other property of the company which may be in your possession or under your control by reason of this contract and you will not take copies of same without the Company’s express written authority.
   6. The termination of your employment shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right or action already accrued to either party in respect of any breach of this contract by the other party.
5. Restrictive covenants

For the purposes of this clause:

“Restricted Business” means those parts of our Company's business with which you were involved to a material extent in the 12 months before the termination of your employment;

“Restricted Customer” means any firm, company or person who, during the 12 months before the termination of your employment, was a customer or prospective customer of or in the habit of dealing with the Company with whom you had material contact or about whom you became aware or informed in the course of your employment; and

“Restricted Person” means anyone employed or engaged by us in the 12 months before termination of your employment.

* 1. In order to protect the Confidential Information and our Company's business connections to which you have access as a result of your employment, you covenant with us that you shall not:
     1. for 12 months after termination of your employment, solicit or endeavour to entice away from us the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
     2. for 12 months after termination of your employment in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from us any Restricted Person; and
     3. for 12 months after termination of your employment, be involved in any capacity with any business concern which is (or intends to be) in competition with any Restricted Business.
  2. None of the restrictions in this clause shall prevent you from holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange.
  3. The restrictions imposed on you by this clause apply to you acting:
     1. directly or indirectly; and
     2. on your own behalf or on behalf of, or in conjunction with, any firm, company or person.
  4. Each of the restrictions in this clause is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

1. Disciplinary and grievance procedures
   1. The Company’s grievance and disciplinary procedures, which are not contractual, will be provided to you separately.
   2. The Company reserves the right to suspend you with pay for the purposes of investigating any allegations of misconduct.
2. Pensions

You are not eligible to be enrolled in a Company pension scheme.

On satisfactory completion of the probationary period, you shall be entitled to join the Company pension scheme, subject to the rules of the scheme as may be amended from time to time. You are eligible to be enrolled into the Company pension scheme. Further details of the pension scheme are available from the intranet or the staff handbook.

1. Data protection
   1. The Company is committed to complying with the General Data Protection Regulation (“GDPR”) and any other relevant legislation when collecting, using and disclosing your personal data (being information that directly or indirectly identifies and relates to you, as more fully defined in the GDPR. Through the course your employment, the Company will collect, store, use and hold personal data relating to you. Details of the Company’s processing of your personal data and your entitlements under the GDPR are set out in the Data Privacy Policy.
   2. As an employee, you may have access to a certain amount of personal data relating to colleagues, customers and other third parties of the Company. Each employee, including you, must play his or her part in ensuring the security and confidentiality of personal data.
2. Collective agreement

There is no collective agreement which directly affects your employment.

1. Changes to your terms of employment

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

1. Confidential information

You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information. For the purposes of this clause, confidential information means any information or matter about the business or affairs of the Company or any of its business contacts or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this Agreement.

1. Use of intellectual property

For the purposes of this clause, “Intellectual Property Rights” means all intellectual property rights in any part of the world and includes patents, utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs, semiconductor topography rights, copyrights and related rights (including software copyright), rights in performances, database rights, rights in know-how and all other intellectual property rights (whether or not registered and including registrations and applications for registration) and all similar rights or forms of protection which may exist anywhere in the world.

* 1. This clause applies to all Intellectual Property Rights which arise as a result of any creation, invention or discovery made by you whether alone or with any other person at any time during either (a) the course of your employment with the Company; or (b) outside the course of your employment if the Intellectual Property Rights relate directly or indirectly to the business of the Company or which may, in the sole opinion of the Company, be capable of being used or adapted for by the Company.
  2. You hereby agree and acknowledge that all Intellectual Property Rights which are the subject of this Agreement shall automatically belong to the Company to the fullest extent permitted by law.
  3. To the extent that any Intellectual Property Rights do not automatically vest in the Company (either at law or by virtue of this Agreement) you hereby assign to the Company (or, at the direction of the Company, to another group company) as a present and future assignment, all Intellectual Property Rights throughout the world for the maximum duration of such rights including any extensions and renewals thereof and including the right to sue for damages and other remedies in respect of any past infringements.
  4. To the extent that any Intellectual Property Rights are incapable of being assigned to the Company under applicable law, then you hereby grant to the Company an exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide licence to use such Intellectual Property Rights to the fullest extent permitted by law (including the right to sub-license and to assign all of these rights).
  5. You hereby: (i) undertake to notify and disclose to the Company in writing full details of all Intellectual Property Rights to which this clause applies forthwith upon the creation, invention or discovery of the same, and promptly whenever requested by the Company and in any event upon the termination of the employment deliver up to the Company all correspondence and other documents, papers and records and all copies thereof in your possession, custody or power relating to any Intellectual Property Rights; (ii) irrevocably and unconditionally waive all moral rights granted by Chapter 7 of the Copyright and Related Rights Act 2000 (and all similar rights in other jurisdictions) that vest in you at any time in connection with your authorship of any copyright works which form part of the Intellectual Property Rights wherever in the world enforceable, including without limitation, the right to be identified as the author of any such works and the right to object to derogatory treatment of any such works and you agree not to initiate, support or maintain any action or claim to the effect that any treatment, exploitation or use of such work infringes such right; (iii) acknowledge that, save as provided in this Agreement, no further remuneration or compensation is or may become due to you in respect of your performance of your obligations under this clause; and (iv) undertake, at the expense of the Company, to execute all such documents, make such applications, give such assistance and do such acts and things as may in the opinion of the Company be necessary or desirable in order to vest in and / or register Intellectual Property Rights to which this clause applies, in the name of the Company and otherwise to protect and maintain such Intellectual Property Rights including without limitation by applying for patents in any country in the world and assigning the benefit of such applications to the Company.
  6. All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.
  7. Any Company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to the Company at any time on request and in any event prior to the termination of your employment with the Company.

1. Whole agreement

You and the Company confirm that this Agreement contains the whole agreement between the parties hereto relating to the matters provided for in this Agreement and supersedes all previous agreements (if any) between such parties in respect of such matters and each of the parties to this Agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

1. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to deal with all disputes arising from or touching upon this Agreement.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours sincerely,

**For and on behalf of**

${employer\_name}

*Signature*

*${employer\_signatory}*

**I hereby acknowledge receipt and accept the contents of this letter agreement.**

*Signature*

*${employee\_name}*