### COMMON EXPRESS TERMS
- *suspend without pay*
- *PILON (pay in lieu of notice)*
- *Garden leave*
- *Mobility clause*
- *Summary dismissal*
- *Email and internet*

### IMPLIED TERMS
- *Statute; custom and practice; officious bystander; business efficacy.*

#### Statute: notice
- *Statutory minimums – s.86 ERA 96: 1 month – 2 years continuous $E^{44} = 1$ week; 2+ years $= 1$ week for each continuous year (max 12 weeks)*
- *Payment in Lieu can also be implied into COE*
- *Res Stewart Jeffries Parker Ginsberg Ltd v Parker*
- *Equal pay*
- *Minimum wage*

#### Methods of implication
- *Custom and Practice: “reasonable, certain and notorious.” Knowledge? Sagar v Ridehalgh & Son Ltd (found that custom of deducting wages re produce was found to be implied in by custom); Meek v Port of London Authority*

#### Duties owed by employer
- *Pay; provide work; health and safety; references*
- *duty to provide work*

#### Duties owed by both employer and employee
- *Personal service; reasonable skill, diligence and care; good faith and confidence; obey lawful orders*

### GARDEN LEAVE
- *Employee resigns*
- *Pay and contractual benefits continue through notice period*
- *Employee is not permitted to attend the workplace*
- *Employee is bound by the implied duty of fidelity*

### CONFIDENTIAL INFO
- *Restraint of trade: an employee’s freedom to take employment as and when he wishes; an employer’s interests in preserving certain aspects of his business from disclosure or exploitation by an employee/ex employee*
- *During employment - implied duty of fidelity includes duty of confidence and prohibits disclose of: trade secrets; other confidential info.*

### RESTRICTIVE CONVANTS
- *Employee is bound by the implied duty of fidelity*
- *Restraint of trade: an employee’s freedom to take employment as and when he wishes; an employer’s interests in preserving certain aspects of his business from disclosure or exploitation by an employee/ex employee*

#### Duties owed by employer
- *Pay; provide work; health and safety; references*
- *duty to provide work*

#### Duties owed by both employer and employee
- *Personal service; reasonable skill, diligence and care; good faith and confidence; obey lawful orders*

### REMEDIES
- *Damages, injunction, springboard injunction*