

Express Terms

- Subject to limitations by statute, parties may specify terms orally or in writing to be included in the contract
- All employees have the right to receive written copy of agreement within 2 months of employment as stated in s 1 of ERA 1996
 - Otherwise under s 11, if statement not provided within 2 months or incomplete, the employee has right to refer the issue to an employment tribunal.
 - The Tribunal determines what must be in it
 - The Tribunal awards a minimum of 2 weeks pay, unless failure to receive the statement connected to unfair dismissal or discrimination which makes it 4 weeks pay
- The copy must include:
 - Names of employer and employee
 - Date on which employment began
 - Employee's rate of remuneration and frequency of payment
 - Employee's hours of work
 - Information concerning holiday entitlements, and pay, sick pay, and pension
 - Notice requirements
 - Job title and/or description
 - Length of employment if applicable
 - Place of work and places he is permitted to work, and address of employer
 - Where employee is required to work outside the UK for a period more than a month, the full period, and any additional payment
 - Collective agreements that directly affect the terms and conditions of employment
 - Collective agreements are agreements (usually relating to working conditions, holiday entitlements, etc) made between employers and trade unions
 - Not legally enforceable unless they have it in writing
 - UNLESS parties expressly incorporate them in the contract: then they are express terms and must be provided within the two months
 - They can be implied into the contract; this cannot be proven by just being part of a union or association; if they can prove that during bargaining they meant for it to be part of contract, it is implied; if they can prove that its a custom for the employer, it is implied

Implied Terms Relating to Conduct of Employer

- Courts have made a clear distinction between confidential info and just general skills they have learned
- An employee wishing to disclose unlawful acts of employer? Employee not legally obliged to disclose such info. However, if they choose to, they are protected by Public Interest Disclosure Act 1988. They can disclose a number of things, such as criminal offenses, not complying with safety or legal obligations. They can tell the employer or outside party like a regulator.
 - Fun Note: They learned their lesson because of the huge corporation scandals like BCCI

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