

Contracts of Employment

- Is your employer trying to change the terms of your existing contract of employment? Can your employer impose new conditions of employment without your consent? Your employer would have to implement the Dispute Resolution Procedure before any changes could be made. What is this Procedure?
- What holidays are you entitled to have by law? Can you carry over holiday that has not been taken? What can you do if you need to take time off, but have no holiday entitlement left?
- What if you are off sick? What payments are you entitled to receive? What medical evidence do you need to produce?
- Do you have restrictive covenants contained in your contract of employment? If so, can your employer enforce the restrictive covenants? Are they reasonable or too wide? You have a right to earn a living. The restrictive covenant may be unreasonable and may not be enforceable.
- Is the company you work for arguing you have no employment rights because you are self-employed? Are you really self-employed? Just because the Company has defined you as self-employed, it may not necessarily mean that, in reality, you are self-employed. You may well have employment rights

For support and guidance relating to employment issues, call our Employment team on 01159 888 777

The information provided above is not intended to be a comprehensive answer to the various problems which can arise. Each situation must be considered on its merits, taking into account all of the relevant circumstances. You are therefore advised no to take any action solely on the basis of the general guidance contained in this note, without first taking detailed legal advice. Fraser Brown will not accept liability for any loss arising out of this guidance note where you have not taken such advice.

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