

Temporary Contracts Checklist & Sample Clauses

Procedure	Yes/N/A
1. Review the position that is being recruited for – is there a temporary requirement only?	
2. Is the requirement for a specific period of time e.g. 6 months or is it for a specific purpose for which a time period may not be known e.g. specific project or absence cover?	
3. If the requirement is for a specific period of time this should be stated clearly in the contract and discussed with the new employee at the time of issuing the contract or in advance	
4. If the requirement is for a specific purpose the anticipated duration should be considered in advance and discussed with the new employee along with the potential for the contract to run beyond the anticipated duration	
5. It is advisable that the anticipated duration of a specific purpose contact should also be set out in the contract	
6. All managers with responsibility for temporary employees should be briefed on the duration of any temporary employee contracts	
7. The purpose and term of the temporary employment should be clearly set out in the employee's contract	
8. Ensure the initial fixed term/specific purpose contracts are as follows: <ul style="list-style-type: none"> - Set out in writing - Signed by both parties - Provides that the Unfair Dismissal legislation shall not apply to a termination of the contract when the term expires or the specific purpose is finished See sample clauses below	
9. All managers with responsibility for temporary employees should be clearly briefed that they cannot give any undertakings or promises to temporary employees on further employment after the expiry of their temporary contract	
10. All permanent posts which become available with the employer should be notified to both temporary and permanent employees	
11. Temporary employees should be welcome to apply for any permanent posts which arise in the same manner as permanent employees are invited to apply	
12. HR should be responsible for monitoring the duration of temporary contracts and when they expire – where an employee has worked under a series of temporary contracts and the combined duration is over 4 years they will automatically become entitled to a contract of indefinite duration and any renewal and failure to	

Disclaimer

This publication is for guidance purposes only. It does not constitute legal or professional advice. No liability is accepted by Leman Solicitors for any action taken or not taken in reliance on the information set out in this publication. Professional or legal advice should be obtained before taking or refraining from any action as a result of the contents of this publication. Any and all information is subject to change.

provide a permanent contract must be objectively justified	
13. Agency workers are a different category or worker to employees on fixed term/specific purpose contracts and should be treated appropriately	
Renewal of Contracts	
1. Review the requirements to renew the contract 4 weeks before it is due to expire – what are the reasons for renewing the contract rather than offering the employee a contract of indefinite duration?	
2. If the contract is being renewed the employee must be informed in writing	
3. This notification should clearly state the objective reasons justifying the renewal and the reasons that a contract of indefinite duration is not being offered	
4. The employer should carefully consider the reasons being provided as the decision cannot be retrospectively justified and the employer cannot change these reasons once communicated to the employee	
5. The reasons provided must correspond with a real need of the employer – these cannot be based solely on cost	
6. The reasons provided must be appropriate and necessary to achieve the objective pursued – are there other ways the same objective can be achieved?	
Sample Clauses	
<p>Fixed Term: Your temporary employment with the Company will commence on [Insert Date] and shall be for a fixed term until [Insert the date on which the contract should end]. The Unfair Dismissals Acts 1977 to 2007 shall not apply to a dismissal consisting only of the expiry of the fixed term set out herein without its being renewed.</p>	
<p>Specific Purpose: Your temporary employment with the Company will commence on [Insert Date] and shall be for the specific purpose of [Insert Specific Purpose]. This assignment is expected to continue for approximately [Insert Anticipated Duration] but in the unlikely event that the specific purpose continues beyond this period your employment will cease on the ending of the specific purpose. The Unfair Dismissals Acts 1977 to 2007 shall not apply to a dismissal consisting only of the cessation of the specific purpose or the expiry of the fixed term set out herein without its being renewed.</p>	

Disclaimer

This publication is for guidance purposes only. It does not constitute legal or professional advice. No liability is accepted by Leman Solicitors for any action taken or not taken in reliance on the information set out in this publication. Professional or legal advice should be obtained before taking or refraining from any action as a result of the contents of this publication. Any and all information is subject to change.