Each Concentrate revision guide is packed with essential information, key cases, revision tips, exam Q&As, and more. Concentrates show you what to expect in a law exam, what examiners are looking for, and how to achieve extra marks. This chapter discusses employment contracts. Covenants potentially in restraint of trade are express written terms which may apply during the contract but are usually expressed to apply after termination. They are a rare illustration of contractual terms which must be in writing. The general purpose of these is to prevent a former employee competing against his former employers, eg by taking commercially confidential information or influencing customers to give their business to the firm he has joined. Topics covered include the sources of terms in employment contracts; duties of the employer; and duties of the employee. These duties or implied terms are divided into terms implied in law (ie inserted into every contract of employment) and terms implied in fact (ie inserted into a particular contract of employment). The latter are divided into terms implied in fact which work against the employers’ interests and terms which work against the
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employees’ interests. Examples of the former include the duty to pay wages; examples of the latter include the duty to obey reasonable orders.