This chapter explores where express terms come from, especially if they are not all neatly set out in writing, and then goes on to consider how terms become implied. Here, several significant differences between ordinary commercial contracts and employment contracts will be seen, both in the scale of the use of implied terms in employment law to ‘perfect’ the bargain and in the sheer strength of some of these frequently implied terms that can, in practice, be just as important as express terms. Having looked at where these terms come from, the chapter goes on to consider the principal duties that they impose on employers and employees, some of which are old and obvious, such as the employer’s duty to pay wages and the employee’s duty of obedience to lawful orders. On the other hand some are more recent and more at the cutting edge of modern employment law, such as the implied term of trust and confidence for the employee and the topical controversies over confidentiality at work in an age of electronic communication and social media. The chapter concludes by considering specifically the law on
3. Contracts of employment (2): content and wages

wages, including the statutory requirements of paying the national minimum wage and the national living wage.

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