

Would Your Contracts Pass a WRC Inspection?

A practical gap checklist for Irish hospitality employers — tick what's in your current contracts and see where the risks are hiding.



Employment contracts are one of the first things a WRC inspector will ask to see. Many Irish hospitality businesses are using contracts that are missing key clauses, contain outdated legislation references, or have terms that wouldn't hold up if challenged. Work through this checklist and tick each item that your contracts currently include. Any unticked box is a potential compliance gap.

- High Risk — WRC inspectors actively check for this
- Medium Risk — frequently flagged in WRC investigations
- Common Gap — often missing in hospitality contracts

1

Written Terms & Basic Requirements

The fundamentals every contract must get right



Core terms issued within 5 days of start date

High Risk

Since August 2022, certain written terms must be provided within 5 days of an employee's first day — not just within 2 months. Contracts issued late are a direct breach of the Employment (Miscellaneous Provisions) Act 2018.



Correct legal name and address of the employer

Medium Risk

The contract must identify the legal entity employing the person, not just a trading name. A contract that names "The Grand Hotel" instead of the registered company name may be legally unenforceable.



Accurate job title and description of duties

Common Gap

Must reflect the role the person was actually hired for. Vague descriptions like "general duties as required" can cause problems if you later need to manage performance or change responsibilities.



Clearly stated place of work

High Risk

Missing place of work is one of the most common contract gaps identified in WRC inspections. Must specify the primary work location, and if flexible, should state that clearly.



Signed and dated by both parties

High Risk

A contract that hasn't been signed by the employee is hard to enforce. Unsigned contracts are a common finding — particularly where they were issued digitally but never formally acknowledged.

2

Pay, Hours & Leave

The terms most likely to result in WRC awards if wrong



Rate of pay and pay frequency clearly stated

High Risk

Must include the rate or method of calculating pay and how often it's paid. If pay has increased since the original contract was issued, the contract should have been updated accordingly.



Hours of work are clear — not "as required"

High Risk

Unclear hours of work is a commonly flagged issue. Zero-hours arrangements may have specific obligations under the Employment (Miscellaneous Provisions) Act 2018, including minimum payment rules and banded hours rights.



Overtime: valid wording that's legally compliant

High Risk

Invalid overtime wording is one of the most common contract deficiencies in hospitality. Phrases like "overtime will be paid at management's discretion" may not be legally enforceable. Terms must be clear on when overtime applies and at what rate.



Annual leave entitlement stated

Medium Risk

Should reference the statutory entitlement under the Organisation of Working Time Act 1997, and confirm how leave is calculated for the contract type (full-time, part-time, or variable hours).



Sick leave provisions included and up to date

High Risk

Missing sick pay provisions is a significant gap following the Sick Leave Act 2022, which introduced statutory sick pay in Ireland. Contracts must now reflect the current statutory entitlement, which has been increasing incrementally since 2023.

3

Probation & Notice Periods

Two of the most frequently challenged contract clauses



Probation clause included with duration and terms

High Risk

Missing probation clauses are a common finding. If there's no written probation clause, it may be difficult to rely on a probationary period as a basis for dismissal. Since the Work Life Balance Act 2023, probation periods must not exceed 12 months.



Notice periods correct for all employment durations

High Risk

Incorrect notice periods are frequently flagged in WRC cases. Notice must comply with the Minimum Notice and Terms of Employment Act 1973 — notice periods that are less than the statutory minimum are unenforceable, regardless of what the contract says.



Notice periods stated for both employer and employee

Common Gap

Contracts should clearly state the notice period required from both parties. Asymmetric notice periods (where the employee is required to give more notice than the employer) are often unenforceable.

4

Procedures, Protections & Legislation

The compliance layer that many contracts are missing



Reference to grievance and disciplinary procedures

High Risk

Incomplete disciplinary procedures in the contract — or no reference to them — is one of the most commonly cited WRC findings. The contract must reference the company's written procedures, and the procedures themselves must be provided to employees.



Confidentiality obligations are clearly defined

Common Gap

Confidentiality clauses that are too broad — or that employees never acknowledged — may not be enforceable. The obligation should be specific to what the employee has access to, rather than a blanket all-encompassing restriction.



Data protection and GDPR reference included

Medium Risk

Employees must be informed of how their personal data is processed. Most contracts should include or reference a separate employee privacy notice that sets out what data is held, why, and for how long.



Legislation references are current and accurate

High Risk

Outdated legislation references are a common issue — particularly in contracts drafted before 2022. References to Acts that have since been amended (such as

pre-2022 sick leave clauses, or pre-2018 zero-hours wording) should be updated to reflect current law.



Contract has been reviewed in the last 24 months

Common Gap

Irish employment legislation has changed significantly since 2022. A contract that hasn't been reviewed recently — even if it was solid when drafted — may now be out of date. Regular reviews are essential, particularly as new Acts come into force.

How to Read Your Score

17–18 ✓

Contracts in Good Shape — Your contracts cover the key areas. A quick annual review will help you stay current as legislation evolves.

11–16 ✓

Some Gaps to Address — There are areas that need attention, particularly if any of the red-flagged items are unticked. A contract review should be prioritised.

0–10 ✓

Significant Exposure — Your contracts have multiple compliance gaps. The risk of a WRC finding — or an employee challenge — is elevated. Professional review is strongly recommended.

Found gaps in your contracts?

Beacon's HR consultants can review your existing contracts, identify the specific risks, and provide updated, legally compliant templates tailored to your business. Most reviews are completed within a week.

[Book a Free Consultation](#)

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