

Trust confidence and fidelity

The duties of 'trust and confidence' and 'fidelity' are between an employer and anyone with the [legal status of employee](#).

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

Duty of trust and confidence

Employers and employees have a duty of trust and confidence towards each other.

They must:

- behave in a way that means they can trust each other
- treat each other with respect
- not behave in an entirely unreasonable way – for example, an employer deliberately failing to pay wages without agreement

If an employer breaches the duty of trust and confidence

If an employer breaches the duty of trust and confidence, their employee might be able to claim:

- breach of contract
- [constructive dismissal](#) – if it's a very serious breach

Examples of how an employer might breach this duty include:

- refusing or failing to look into an employee's grievance
- demoting an employee without a good reason

If an employee breaches the duty of trust and confidence

If an employee breaches this duty, their employer might take disciplinary action, which could lead to dismissal.

Examples of how an employee might breach this duty include:

- making false expenses claims
- stealing from their employer

Duty of fidelity

Employees have a 'duty of fidelity' towards their employer. It is sometimes called the duty of good faith.

This duty means employees must behave honestly and faithfully towards their employer.

Under the duty of fidelity, employees must not:

- make a secret profit
- work in competition with their employer
- share confidential information that they learn while working for their employer

This duty is especially relevant when an employer includes a 'restrictive covenant' in their employee's contract. This is a term stating that an employee cannot take certain actions that are in competition with the employer's business.

'Non-compete clauses' are a type of restrictive covenant.

[Find out more about terms employers can use to restrict someone's actions](#)

Doing work for another employer

The duty of fidelity would not stop employees taking on extra work for a different employer.

However, they should consider whether:

- the work is in competition with their employer – for example, if a hairdresser sets up their own business and visits clients of the salon they work for
- the work is detrimental to their employer – for example, if someone works excessive hours for another employer and they're so tired it's unsafe for them to be at work

In both these circumstances, the employee might be breaching the duty of fidelity.

Contact the Acas helpline

If you have any questions, you can [contact the Acas helpline](#).