



AEP Guidance on Contracts

This is a guide about written and verbal contracts, terms and conditions and changing your contract.

The purpose of an employment contract is to set out the rights and duties of both the employer and the worker. These are known as contractual terms.

The most obvious example is that your contract says what work you are expected to do, and what you are entitled to be paid for it.

Your contractual terms can be broken into two groups: express terms and implied terms.

Express terms must be openly stated, either verbally or in writing, and some of them must be put in writing and handed to you within eight weeks of your start date. Details of your pay, hours, holidays and notice period are all included in express terms.

Implied terms are those which are not explicitly stated in your contract. That could be because they are obvious to both you and your employer, or because they have become normal in your workplace without being put in writing.

Contract start date

A contract starts as soon as a job offer is accepted. Accepting an offer of employment on the terms specified and then starting work is generally seen as proof that you accept the terms and conditions offered by the employer.

Always be clear on (and ensure you are happy with) the terms and conditions before you accept the offer.

Terms and conditions set out the rights and responsibilities of you and your employer. These terms fall into [four general categories](#), explained by ACAS.

Verbal contracts

Employment contracts do not have to be in writing to be legally valid.

A contract between employer and employee will still exist and can be orally agreed. However, we would encourage you to request a written contract as soon as possible. It is better to have proof of your agreement with your employer. Written contracts are also



important if changes or variations to the contract have to be negotiated at a later date. Please also see below for your rights to a 'written statement of particulars'.

Written statement of particulars

Your employer must give you a written statement of particulars from day one unless you started your role prior to 6 April 2020 when employers had to provide this within two months of employment.

Your particulars should explain your pay, working hours and other rights and responsibilities. This applies to both employees and workers. The written particulars are not in themselves a contract of employment but will include your main conditions of employment. Most employers convert this into a written contract. Check the written statement carefully and discuss any issues with your employer.

If you have not received your written statement of particulars

Talk to your employer about it. If this does not resolve the matter, contact the AEP via email to enquiries@aep.org.uk for further advice.

Read more about written statements of particulars here:

[Acas](#), [Gov.uk](#) or in Northern Ireland: [NI direct](#).

Probationary periods and your contract

Your employer may add a probationary period as a term of your contract starting from day one at work and lasting several weeks or months.

Your continuity of employment should start on your first day of work, not when the probationary period has ended. This becomes important if your employer uses continuity of employment (i.e. length of service) for certain entitlements such as annual leave.

Extensions

Your contract should state the length of your probationary period and whether it can be extended.

Extensions should be a reasonable length and for a specific purpose. For example, you might have been absent from work due to sickness and been unable to demonstrate that you have met certain probationary criteria. When extending your probation period, the employer should provide a reason you cannot be confirmed in post, the



improvement required or goals to be achieved during the extended probation period and the new date when the probation period will end.

Your notice period should be detailed in your contract. However, you may be dismissed during your probation period on shorter notice than you would be once confirmed in post, subject to the minimum statutory notice entitlements.

Secondments and fixed term contracts

Secondments

A secondment is the name given to temporary work that is assigned to an employee in a different area from which they are already working in.

It can be an internal move where you are transferred to a different part of your organisation, or external move where you are transferred to a different organisation. If you are offered a secondment contract, check it carefully and read our Secondment guide.

At the end of the secondment, you will return to your substantive (or equivalent) post.

Fixed term contracts

If you are employed on a fixed term contract, you have legal protection from the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 – find out more on [Gov.uk](https://www.gov.uk).

Repayment clauses

Some contracts contain repayment clauses which come into force should you wish to leave your employer. These can be time specific but substantial. They often relate to previous training or other costs incurred by the employer.

If you are not happy with the clause, try to renegotiate it before you sign.

If you have already signed the contract, it is legally binding. Your employer is legally entitled to reclaim the money, but you can try to negotiate the repayment.

If you want to leave your job you will have to give notice of resignation to your employer. How much notice you must give depends on your contract or written particulars.

Always notify your employer of resignation in writing. Your contract of employment or local policy may insist on this.



In law, a verbal resignation may in some circumstances be binding. It would need to be shown that you intended to resign and that your employer accepted the resignation.

Your notice period usually runs from the start of the day after you handed it in.

Changes to your job description

Generally, changes to your job description should only be made in agreement with you and your employer. Check your employment contract and written particulars in case there is provision, either expressly or by implication, for changes to be made. Speak to your employer about any concerns you have.

Breaching your contract

Your employer could make a claim for damages against you if they suffer measurable financial loss due to you breaching the contract. They can do this either by initiating a claim against you in the County Court, or by counter claiming in an employment tribunal. In practice, this is rare.

When an employment contract can be changed

As a contract of employment is generally binding on both employer and employee, it is generally unlawful for one party to unilaterally change the terms and conditions in the contract without the agreement of the other.

The terms in your employment contract can only be changed in the following circumstances:

- you and your employer agree on the change
- your contract provides, either expressly or by implication, for changes to be made*
- there is a collective agreement which is binding on you, the terms of which are changed through negotiation
- your employer terminates your existing contract and substitutes it with a new one which includes the variation.

*Check your contract as it may contain a flexibility clause. This can enable your employer to amend your terms and conditions, e.g. relocation. Generally, employers should only use flexibility clauses to make reasonable changes.



Your contract of employment lays out your rights and duties at work, and those of your employer. Any change to it is important and you should always be consulted.

An employment contract is a legal agreement between an employer and employee, so its terms cannot be changed or varied without the employee's agreement. Your employer must meet with affected employees, or the union if one is recognised, before changing your contract.

They must outline the reason for the change and clearly explain any effects it could have. Then employees must have a chance to consider the proposal and suggest other ways of achieving the same result. If the change happens, employees must get written notification within four weeks.

If a union is recognised in your workplace, changes should be agreed with the union through a process known as collective bargaining.

Some contract changes are completely normal, and employees will happily agree.

But if you are not happy with a change, you should make it clear that you are opposed and quickly decide what action to take. Otherwise, there is a good chance that you will be seen to have implicitly accepted the change.

Consider regularly stating your opposition in writing (e.g. every month) and taking a claim to an employment tribunal.

In many cases, a collective approach to this kind of dispute works best – preferably through the AEP.

If you have any concerns about changes to your contract, your first step should be to get advice from the AEP by contacting enquiries@aep.org.uk. You should act quickly because deadlines in the employment tribunal are very short.

Your options if your employer breaches your contract

If your employer breaches your contract, you can respond in one of the following ways:

- agree to the breach by carrying on working under the revised terms
- raise a grievance or make a claim to an Employment Tribunal (industrial tribunals in Northern Ireland). You would need to have made it clear to your employer that you do not accept the new terms and conditions
- refuse to work under the new terms. Your employer may then decide to dismiss you and re-hire you on a new contract with new terms and conditions. If this happens you may be able to bring a claim for unfair dismissal. It is important to be aware that employment tribunals frequently find dismissals fair if the



employer can point to good reasons for introducing the changes to the contract, e.g. economic necessity. If the dismissal is without notice, you may be able to bring a claim for wrongful dismissal.

If you are in this situation and considering any of the above, please contact the AEP by sending an email to enquiries@aep.org.uk without delay for further advice. It is important to obtain advice promptly as there are strict time limits for lodging claims with an employment tribunal (*industrial tribunal in Northern Ireland*).

In an unfair dismissal claim it would be three months less one day from the date of dismissal.

Further Information

<https://www.acas.org.uk/employment-contracts>