

Employment contracts

All employees are deemed to have a contractual relationship with their employers, even in the absence of a formal agreement in writing.

Your employer should provide a written contract when you start a new job. It can contain a variety of rights and obligations that will govern your relationship with your employer, however, some terms are implied into all employment contracts even if they are not written down, such as a duty of mutual trust and confidence. This means that if either party does something in bad faith, such as if an employee steals confidential information or an employer changes hours of work against the terms of the contract and without getting your consent, the other side can claim compensation for breach of contract.

Do I have the right to a written contract of employment?

You have the right to receive a written record of the main terms of your employment, such as your job description and hours of work, in writing within two months of starting a job, under the Employment Rights Act 1996.

This will include:

- the name and address of the employer and employee
- the date you started the job
- salary information, including payment details
- hours of work
- holiday entitlement
- job title
- location of work
- notice period
- employment length - whether the job is permanent, or temporary.

What else might an employment contract contain?

Employers may add restrictive clauses to a contract, for example, preventing an ex-employee from poaching of staff or clients when the job has ended. However, in

practice such clauses can be quite difficult for an employer to enforce as they must be as specific and short-term as possible and go no further than is reasonable to protect the company's legitimate business interests.

Am I entitled to a notice period?

Generally, unless there is a specific notice period stated in the contract, you are entitled to one week's paid notice in the first two years of employment and an additional week's paid notice for every extra complete year of employment up to a maximum of 12 weeks. You must not give less than a week's notice.

Can I be made to stay away from work during my notice?

Some employers enforce so-called 'gardening leave' clauses incorporated into the contracts of senior and key employees, which allow them to stop the employee from coming into work during their notice period. This is to prevent the possibility that an employee might remove sensitive information or data from the company before they leave, which is particularly relevant if you are leaving to join a competitor company. However, unless there is a specific clause in the contract you have a right to be paid and provided with work and the employer cannot legally refuse you.

Can the terms of the contract be changed without my consent?

An employer does not have an automatic right to vary a staff member's terms of employment. The extent to which your employer can change your working arrangements depend on the terms of your contract. If the contract contains clauses that allow employers to make changes, then the employer will be able to alter the terms as far as these allow. Otherwise, the employer must get your consent. If you are offered changes to your contract you are entitled to either accept or reject them. Acceptance must be positive and total - though it can be oral. Even your behaviour can form an acceptance, for instance if you start turning up for work at a new starting time, it will be assumed that you have accepted the new terms.

Can the employer dismiss me, then make me accept a new contract?

By doing this the employer may be liable for claims of breach of contract, unfair dismissal or redundancy if the correct procedures are not followed and there are no appropriate reasons for dismissal. If you believe you have been dismissed unfairly or are being forced to accept new terms of employment against your wishes, seek legal advice or go to the Citizens Advice Bureau.