



**Nicky Ackerley BA(Hons)**

Nicky is the owner of HR Support Consultancy. She has a BA(Hons) in Business Studies, is a member of the Chartered Institute of Personnel and Development and has been a practising HR manager for more than 20 years. HR Support Consultancy has provided the BVNA Members Advisory Service (formerly known as the Industrial Relations Service) since it began in 2002.

# What do I need in my contract of employment?

**Nicky Ackerley BA(Hons)**

The basis of any good working relationship between the employer and employee is the Terms and Conditions of Employment, or Contract of Employment. This sets out what the employer and employee can expect from the working relationship. Under the Employment Rights Act 1996 each employee is entitled to a statement of particulars such as a contract within the first eight weeks of their employment.

A Contract of Employment is generally provided to the employee within the first month of their starting employment and should include:

- The names of the employer and the employee
- The date on which employment began
- The date on which the employee's period of continuous employment began – i.e. employment with an associated employer or where a take-over has happened
- Job title
- Details of pay, how it is calculated and when and how payment is made (weekly/month, by cheque or bank transfer etc)
- Details of hours, including details of shift work, fixed start and finish times
- Details of holidays, including public holidays and holiday pay entitlement
- The place of work
- Pensions
- What notice period is required from both parties
- Disciplinary and Grievance procedures \*

\* These are usually an abridged version with a fuller version available in a Company Handbook.

The following may be included at the discretion of the employer to make a more comprehensive contract:

- Details of sick pay
- Terms relating to pensions and pension schemes
- If relevant, confirmation of whether the employment is intended to be permanent and the period for which it is expected to continue, or if it is a fixed term contract, the date when it is to end
- Whether any collective agreements affect this employment
- Whether a trial period is in force. This should state the length of time and what notice is required (usually one week) by both parties
- Changes to Terms of Employment – where the employer reserves the right to make changes to the Contract after an agreed period of notification

When given a Contract, you should read through it carefully. Make notes of any questions you may wish to raise with the employer before signing.

In addition to a written contract, there are implied terms of employment, and custom and practice issues to consider.

Implied terms may not be in writing, but are terms that are in existence and have been accepted by both parties i.e. if your contract states a 9.00 a.m. start time, but for the past year you have started and been paid from 8.30 a.m. this is an implied term. This is the same for custom and practice. Certainly it is easier for clarification when terms and conditions are in writing. If your original contract is now out of date, ask your employer to provide an "addendum" in the form of a letter detailing changes to your terms and conditions.

For further support with this or any other HR issue, BVNA members can call the BVNA Legal Helpline on 01822 870270 or email [nickyackerley@hrsupportconsultancy.co.uk](mailto:nickyackerley@hrsupportconsultancy.co.uk).