

What must be written in an employment contract

Anyone legally classed as an employee or worker has the right to a written document summarising the main terms of their employment.

The legal term for this document is the 'written statement of employment particulars'. It includes information such as pay and working hours.

Many people think this document is the '[employment contract](#)', but legally the contract is much broader than the written terms of their employment.

1. Agency workers

Agency workers have the same right to written terms as other workers and employees.

Find out more about [what an employment agency must give its workers](#).

An employer must give written terms (a 'written statement of employment particulars') explaining pay, working hours and other rights and responsibilities, to both employees and workers:

Written terms must be provided:

- no matter how long the person's employed
- on or before the person's first day of work

Everything in the written terms must follow the law. For example, it's not legal to state someone who is 22 years old will be paid £3.50 an hour, because this amount is below the minimum wage.

The employee or worker should check the written terms and talk with their employer if there's anything they do not understand or agree with.

2. Written terms for someone who started their job before 6 April 2020

An employee or worker who started their job before 6 April 2020 can ask their employer for [written terms that meet the new requirements](#).

They must still be working with the employer or be within 3 months of their leaving date.

The employer must provide the written terms that meet the new requirements within 1 month.

If you've not received your written terms

You can [raise the issue with your employer](#) if you've not received the document by the time it's due. It's a good idea to do this informally at first.

If you understand the document exists but you've not received it, you can also make a formal 'subject access request'.

Find out more about [subject access requests on the Information Commissioner's Office website](#).

If you need to take things further

If you still do not receive it, you can raise the issue formally. This is known as [raising a grievance](#).

If that does not resolve things, you might be able to [make a claim to an employment tribunal](#). You could get compensation, but only if the tribunal upholds your claim in combination with another one, for example unfair dismissal.

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3. Terms to be included in the same document

The following must all be included in the same document (the 'principal statement'):

- the employer's name
- the employee or worker's name
- the start date (the day the employee or worker starts work)
- the date that 'continuous employment' (working for the same employer without a significant break) started for an employee
- job title, or a brief description of the job
- the employer's address
- the places or addresses where the employee or worker will work
- pay, including how often and when (for example, £1,000 per month, paid on the last Friday of the calendar month)
- working hours, including which days the employee or worker must work and if and how their hours or days can change
- holiday and holiday pay, including an explanation of how its calculated if the employee or worker leaves
- the amount of sick leave and pay (if this information is not included in the document, the employer must state where to find it)
- any other paid leave (if this information is not included in the document, the employer must state where to find it)
- any other benefits, including non-contractual benefits such as childcare vouchers or company car schemes
- the notice period either side must give when employment ends

- how long the job is expected to last (if it's temporary or fixed term)
- any probation period, including its conditions and how long it is
- if the employee will work abroad, and any terms that apply
- training that must be completed by the employee or worker, including training the employer does not pay for

Terms that can be provided later

Employers can provide some terms in instalments.

Instalments do not have to be given at the same time, but must be provided no later than 2 months after the beginning of the employment.

The terms that can be given in instalments are:

- pension arrangements (if this information is not included in the document, the employer must state where the employee can find it)
- any terms and conditions that apply to other employees too (known as 'collective agreements')
- details of any training provided by the employer that is not compulsory (if this information is not included in the document, the employer must state where to find it)
- disciplinary rules and [disciplinary and grievance procedures](#)

If the written terms refer to other documents or steps

It's important for an employer to state:

- what they are
- where to find them

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As well as providing written terms (a 'written statement of employment particulars') it's a good idea if the employer puts the following in writing, so everyone's rights and responsibilities are clear:

- the [job offer](#)
- how the employee will be paid (for example, pay will go straight into the employee's bank account)
- the standards of behaviour it expects from its employees and what happens if these are not met (for example, the employer will report any thefts to the police)

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