

Check if the contract allows a change

If a proposed change is covered by the [employment contract](#), the employer can bring in the change.

Check if there's anything in the contract that says the employer can change ('vary') specific terms of employment, for example:

- hours or days worked
- rates of pay
- the place of work

Legally this is known as a 'flexibility clause' or 'variation term'.

Check the flexibility clause wording to see:

- what the employer can specifically change
- if the employer needs to give any notice to make a change
- if the employer needs to follow a certain process to make a change

2. Check the clause

If a change is covered by a flexibility clause, it needs to be clear and specific about what can be changed.

For example, an employer might be considering a change to an employee's place of work.

If there is a flexibility clause in the contract that says the employee can be asked to work anywhere in the UK, the employer could change their place of work without needing to change the contract.

Consulting employees when there's a flexibility clause

Even if a change is covered by a flexibility clause, it's still a good idea for the employer to talk with employees before deciding to make a change.

Talking to employees from the start can help implement a change that:

- meets the needs of the business
- works for both the employer and employees

Read more about [consulting employees about a change](#).

If there's no clause

If there's no flexibility clause covering the proposed change, the employer and employee would need to [agree to the change](#) before it can go ahead.

Related content

[/what-an-employment-contract-is](#)

[Podcast – changing an employment contract](#)