

## Custom and practice

Sometimes things that are not written down can become part of an employment contract through 'custom and practice'.

To be implied through custom and practice, something must be:

- 'notorious' or generally well-known in the business or industry, usually over a long period of time
- reasonable
- certain

### Example of custom and practice

An employer always gives more than the statutory minimum redundancy pay when they make redundancies. This is called enhanced redundancy pay.

Their written contracts don't say how much redundancy pay they give. But it is well known throughout the organisation that they always pay the same enhanced redundancy pay. They've done so every time they've made redundancies, over a long period of time.

The right to enhanced redundancy pay might have become part of the contract through custom and practice.

## Writing things down

Something cannot become part of the contract through custom and practice if it contradicts a written term.

If an employer does not want something to be part of the contract, it's best to write this down.

For example, a company wants to give bonuses to workers at the end of the year. But they do not want this to become part of the contract. They should make sure the employment contract includes a written term saying that all bonuses are discretionary.

## If there's a disagreement

If a worker is not sure whether something is part of their employment contract, they could raise this with their employer. It's usually best to raise it informally first. They can do this by [talking with their employer](#).

If there's a disagreement about whether something is part of the employment contract, the worker could [raise a grievance](#). This is where they make a formal complaint to their employer.

If they've tried these options without success, workers might be able to make a claim to an [employment tribunal](#).