

Flexibility clauses

Sometimes employers include 'flexibility clauses' in contracts. They're often called 'variation clauses'.

These clauses are intended to allow employers to change terms in the contract in certain circumstances. Flexibility clauses can be general or specific.

For example, a general flexibility clause might say that an employer can change the terms of a contract, depending on the needs of the business.

A specific flexibility clause might say that an employer can change working hours, but only within the business opening hours.

Employers should make flexibility clauses as clear and specific as possible. This will help to avoid misunderstandings and reduce the risk of legal claims.

Flexibility clauses are likely to only affect people with the [legal status of employee](#). This is because other employment statuses usually already have flexibility around their contract.

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

Using flexibility clauses to change a contract

Employers must only use flexibility clauses to make changes that are reasonable.

The employer might be in breach of the contract if they:

- try to make changes that are unreasonable
- fail to inform and consult about any proposed change
- do not give reasonable notice for changes

This could be the case even if there's a flexibility clause that seems to allow the change.

For example, an employer is deciding whether it's reasonable to use a flexibility clause to change someone's work location. Things they should consider include whether:

- the new location is within a reasonable commuting distance
- the employee can drive
- there are public transport options available
- the employee has any mobility issues
- the employee has caring responsibilities that would be impacted by a longer commute
- to offset any extra costs from the change in work location

- the work location is among the terms and conditions covered by a 'collective agreement' – this is an agreement with a recognised trade union
- there's any risk of discrimination

Find out more about:

- [proposing employment contract changes](#)
- [if your employer proposes employment contract changes](#)

Adding a flexibility clause to a contract

If an employer would like to introduce a flexibility clause, they would need to change the employment contract.

An employer must follow certain steps when changing employment contracts.

Employees have different options when deciding how to respond if their employer proposes a change to their contract.

[Find out more about changing an employment contract](#)

Contact the Acas helpline

If you have any questions about flexibility clauses, you can [contact the Acas helpline](#).