

If your employer proposes changes

If your employer is proposing employment contract changes that affect you, they must inform:

- you and other employees and workers who might be affected
- any relevant employee representatives, for example trade union or other elected employee representatives

The importance of following a fair procedure

Your employer should follow the [Code of Practice on dismissal and re-engagement on GOV.UK](#). Your organisation might have its own policy, but the Code is the minimum procedure an organisation must follow.

If a case is taken to an employment tribunal, judges will take into consideration whether the employer has followed the Code in a fair way.

How your employer should inform you

Your employer must provide relevant information about the proposed changes. They should provide this clearly and as early as possible.

Information should be shared with you in private if any proposed changes are specific to you. For example, in a meeting between you and your line manager.

If the proposed changes apply to a number of employees or workers, your employer might arrange initial group meetings to discuss the broad context of the proposed changes.

After any meeting, your employer should put information in writing and share it with you.

If there are trade union representatives

If the proposed changes are covered by a 'collective agreement' with a trade union, your employer must inform trade union representatives.

Your employer should follow the [Acas Code of Practice on disclosure of information to trade unions for collective bargaining purposes](#).

What information your employer should provide

The information your employer should provide to you or any employee representatives will depend on the circumstances.

They should usually include the following in the initial information:

- what the proposed changes are
- who might be affected
- why your employer believes the changes may be needed

- their view on how the changes could benefit employees
- their view on how the organisation may be affected if the changes are not made
- when they propose to introduce the changes
- any other options that have been considered

The information should also explain:

- that you and other affected employees should consider the proposed changes
- a consultation process will follow to consider any questions, concerns or suggestions
- if any discussions have already taken place with relevant employee representatives, such as a recognised trade union or a joint consultative committee
- how you can ask questions and give feedback about the proposed changes, or make any alternative suggestions
- where you can get help or support if you're finding a period of change difficult, for example if there's an employee assistance programme (EAP)

If you need any more information about the proposed changes, your employer should be as open and helpful as possible in responding to any requests.

[Find out more about how your employer should consult on proposed contract changes](#)

If your employer does not provide relevant information

In some circumstances, it may be reasonable for your employer to refuse a request for certain information. For example, if information cannot be shared because it is confidential or commercially sensitive.

If they feel they need to refuse a request, they should explain the reasons as clearly as possible.

If your employer unreasonably refuses to provide information

If your employer unreasonably refuses to provide information and then makes a contract change, you might be able to challenge this at an employment tribunal.

For example, it might be a relevant factor in claims of breach of contract or [constructive dismissal](#).

A trade union might legally challenge your employer if they have not followed the [Acas Code of Practice on disclosure of information to trade unions for collective bargaining purposes](#).

If your employer excludes or overlooks someone

It could be unlawful discrimination if, for example, your employer excludes or accidentally overlooks:

- anyone who is absent, for example if someone is off sick or on adoption, maternity or paternity leave
- anyone who needs information communicated in a certain way, for example because of a disability or if English is not their first language

[Find out more about discrimination and the law](#)

Flexibility clauses

You might have previously agreed a clause in your contract that may allow your employer to change certain terms and conditions in some circumstances. These are sometimes called 'flexibility' or 'variation' terms or clauses.

For example, your contract might say that in certain circumstances your working days or work location can be changed.

Your employer should make sure any flexibility clause:

- is clear and easy to understand
- provides a reasonable notice period before introducing any relevant changes

Before your employer uses a flexibility clause

Before using a flexibility clause, your employer should always consult with you and any employee representatives to:

- make sure you are clear about what has been proposed
- understand your circumstances and how the proposed changes might affect you
- listen to and resolve any concerns you may have
- avoid any misunderstandings
- reduce any risks of discrimination
- check if the clause is reasonable to use in the circumstances

[Find out more about how your employer should consult on proposed contract changes](#)

Using flexibility clauses reasonably

Flexibility clauses must only be used to make reasonable changes.

For example, it may be unreasonable to expect someone to move at short notice to another work location which is not within reasonable commuting distance. If it's not reasonable, doing this might be a breach of contract even if there is a flexibility clause that appears to allow it.

If an employer uses a flexibility clause without taking into account someone's individual circumstances, it could sometimes be unlawful discrimination.

For example, it could be disability discrimination if an employer changes an employee's contractual working hours and this makes it difficult for them to effectively manage their disability.

Resolving concerns about flexibility clauses

If your employer is proposing to use a flexibility clause to make a change that you feel is unreasonable or unlawful, you should first try to resolve your concerns with your employer.

It can sometimes help to discuss with your employer if there is an alternative solution that might work for both of you.

[Find out what to consider if contract changes are difficult to agree](#)

Get more advice and support

If you have any questions about contract changes, you can:

- [contact the Acas helpline](#)
- talk to a trade union representative, if you have one