



Employment contracts

Express and implied terms

Accepting a job usually means accepting the terms and conditions of a contract of employment. It's important to understand both the express and implied terms before you sign and in case you ever need to refer to the contract again in the future, such as to check your working hours or holiday entitlement.

Your contract is the document that defines the legal relationship between you (the employee) and your employer, and details the terms under which you are employed. These terms form the basis of the working relationship and are known as the 'terms and conditions' of the contract.

The terms and conditions set out an employee's:

- employment conditions
- rights
- responsibilities
- duties.

You and your employer must abide by the terms and conditions of the contract for the entirety of your employment or until one of you end the employment, either by you handing in your notice or your employer dismissing you. The terms and conditions even detail the process for ending the contract.

Any action by you or your employer that fails to keep to those terms and conditions can be considered a breach of the contract.

Principal statement

The Employment Rights Act 1996 provides that each employee is entitled to, at least, a 'principal statement' on the first day of their employment. It should clearly

detail the key information that the employee and the employer will need from the outset, such as:

- the name and address of the employer
- the employee's name and job title, or a description of the work they will be carrying out, and the start date
- how much and how often the employee will be paid
- hours and days of work, and if and how they might vary, and any requirement to work on Sundays, during the 'night period' or to take overtime
- holiday entitlement (and whether it includes public holidays)
- where the employee will be working and whether they may have to relocate
- addresses of any other locations the employee might be expected to work
- how long the employment is expected to last, and the end date if it is a fixed-term contract
- length and conditions of any probationary period
- work-related benefits, for example, childcare vouchers and lunch
- obligatory training and whether this will be paid for by the employer
- where applicable, it must also include the start date of a previous job if that job counts towards a period of continuous employment.

Wider written statement

Employers must also provide employees with a 'wider written statement' within 2 months of the employment commencing, containing additional details such as the employee pension scheme, training opportunities and the company's disciplinary and grievance procedures.

Student veterinary nurses

Contracts for student veterinary nurses differ from those for registered veterinary nurses as they comprise a tripartite agreement between the student, employer and training provider. However, they should still include the express terms already listed in this article, along with details relating specifically to the training, such as:

- length of the course, including final assessments
- amount of time allowed for study
- what is expected of the student when the training provider has a study break
- details of any assessments that will be carried out
- the response to a failure to meet the course standards
- whether the employment will continue after the course has been completed
- a training payback agreement, if applicable.

Training payback agreements are common when employers fund their employees' training. These agreements often require employees to repay their training costs if they leave the company within a specified time frame. Payback agreements typically use a sliding scale, where the repayment amount decreases over time. For example, 75% if leaving within 3 months of completing training, 50% if leaving within 6 months and 25% if leaving within 9 months. The terms are usually detailed in the employment contract or handbook, or in a standalone agreement.

The principal statement and the wider written statement form the 'written statement of employment particulars', which can be the basis for the contract of employment.

Express and implied terms

The terms referred to in the contract of employment are known as the 'express' terms of the contract – they are clearly written down and, after careful consideration, are agreed and the contract is signed by the employee and the employer.

However, not all terms are written into the contract. Some terms of employment are referred to as 'implied' terms, but they can be just as binding as those that are written down.

Some implied terms are common sense and relate to the laws of the land and, as such, do not need to be written into the contract. For example, an employee should not steal from their employer, or, if an employee is required to drive to fulfil their role, they should have a valid driving licence. Other implied terms place a duty on the employer. For example, under employment law in the UK, employees are entitled to a minimum of 5.6 weeks of paid holiday, they have the right to be safe at work and to be provided with a safe working environment. Other implied terms, however, are not so straightforward and are known as 'custom and practice'.

Custom and practice occurs when an employee alters their working day or normal range of tasks, incidentally at first but the change then becomes the norm. For instance, an employee needs to get the bus to work but the bus timetable has changed meaning they will arrive at work at 6.45am rather than the contractual start time of 6.30am. Following a conversation with their line manager, a reasonable adjustment is made and it is verbally agreed that the employee can start at 6.45am and will not be considered late. This status quo continues for a year or so and the line manager changes a couple of times. Unaware of the verbal agreement made with a former line manager, a new line manager questions the employee's arrival time, which differs from their contracted hours. Because the employee has been arriving at 6.45am for a suitable period of time, it has become 'custom and practice' and is considered to be the new contractual start time and an implied term. Further changes to this term, for example to revert back to 6.30am, would involve a consultation period.

For the avoidance of doubt, any change to the terms and conditions of your contract of employment should ideally be agreed in writing between you and your employer, whether the change be large or small, ongoing or for a limited period of time. This written change would be known as an amendment to your contractual terms and would be binding on both you and your employer.

Further information

Visit <https://www.gov.uk/employment-contracts-and-conditions>



For free advice on any employment-related matters, BVNA members can contact the BVNA Members Advisory Service (BMAS) by email at advisoryservice@bvna.co.uk or call for a confidential chat on 01822 870270, quoting your BVNA membership number.