



# JOB OFFERS AND CONTRACTS

If you are a student seeking employment and contract advice in regards to your placement year, please contact your departmental placement officer as the advice may vary.

## What is a UK contract of employment?

The **offer of a post and its acceptance** (unless conditions are attached to either) **form a contract**, breach of which could result in legal action. This does not need to be in writing to be enforceable and you should stick to a contract until it's ended, e.g. by you or your employer giving notice. Early release from a contract may be negotiated, but shouldn't be relied upon as a right. So once you have accepted an unconditional offer, you are expected to decline all other offers and cancel other applications.

A formal offer of employment will usually include the main terms of employment. Contract terms can come from various sources including: verbal agreement, written contract, employee handbook, even implied. Examples of implied terms would be; employer trusting that you won't destroy company equipment and you trusting that your employer will follow health and safety legislation.

In the absence of a written contract, provided your employment is for at least a month, you are entitled to a written statement of your terms of employment, within two months of commencing work. If you will be overseas for more than a month during your first 2 months you are entitled to the statement before you leave.

Some of the things a written statement of main terms and conditions must include are:

- Where you will be working
- End date of a fixed-term contract
- Period of notice for both parties
- Salary
- Hours of work
- Holiday entitlement.

Some terms are minimum legal requirements employers must give, some are more generous than legally required and some may be procedures your employer will aim to follow where possible. If you are unsure about any, ask for an explanation.

For more detailed information on your statement of terms and conditions and employment rights refer to the sources of help listed at the end of this leaflet.

## Handling Job Offers

### Accepting an offer

Firstly, it is important to check whether your offer is conditional or unconditional (the former tends to be the more likely scenario). Your references must be satisfactory, some roles may require a disclosure and barring (DBS) check (see [www.gov.uk/disclosure-barring-service-check/arranging-checks-as-an-employer](http://www.gov.uk/disclosure-barring-service-check/arranging-checks-as-an-employer)) and the offer may be subject to you completing your degree or achieving

a minimum degree classification. If you aren't eligible to work in the UK you may need to work with your prospective employer to obtain the relevant permit (see [www.ukcisa.org.uk/Information--Advice/Working/Working-after-studies](http://www.ukcisa.org.uk/Information--Advice/Working/Working-after-studies)) and the offer may be withdrawn if permission to work isn't granted by the Home Office. It is important to make sure:

- You receive a formal contract: this should contain details of your job, salary, benefits such as annual leave, hours of work and start date.
- Consider the start date and go back and negotiate this or other benefits with the employer if you need to.
- Discuss any adjustments if you are disabled, ill or suffer with mental health issues. You may also want to consider the pros and cons of disclosure (see [blogs.bath.ac.uk/careers/2015/02/18/disclosing-your-disability-to-employers](http://blogs.bath.ac.uk/careers/2015/02/18/disclosing-your-disability-to-employers)).
- You are aware of any 'golden handcuffs' - also known as golden hellos! This is where an employer offers a substantial one off payment to a keenly sought recruit. However these one off payments come with ties - some companies expect you to commit to a certain length of service where as others require you to pay back the golden hello if you leave within a certain time.

Once you are happy that everything is in place then accept the job in writing (email is fine!). However, be aware that your acceptance of a job is binding (this can be verbal or in writing). You don't need to rush into accepting a job offer if you have reservations of any kind but some employers may expect you to respond within a particular time frame. Remember, if in doubt, talk through your options with a Careers Adviser.

### **Declining an offer**

If, after serious thought, you decide that the job is definitely not for you, write back thanking the organisation for the offer and politely decline it. The world of work is a small place and you might find you are applying to that organisation again at a later date, so it is worth remaining on good terms. You can decline the offer either by calling the organisation, by emailing or writing. It is important not to waste their time and respond quickly!

## **When things are complicated....**

### **I'm quite interested in the job, but I'd really prefer another one**

It is not a good idea to contract yourself to one employer as a 'back up' when you're still pursuing a preferred employer. If you do have second thoughts after accepting an offer you could ask the employer if they will agree to terminate the contract. If they won't then you need to give at least the amount of notice on your contract or offer letter, otherwise it is *possible* that the employer *may* sue you for breach of contract. Even with no such consequences, breach of contract doesn't make a good impression on your recruiters. Another student may have missed out too, particularly if you change your mind late in the recruitment cycle. So best to avoid getting yourself into that situation.

### **So what should you do?**

Firstly, don't panic or allow yourself to be rushed into an instant decision. There is no legislation about how long an employer needs to give you to decide, but we would expect employers to 'refrain from setting unreasonably short deadlines for the acceptance of offers'. Of course that's subjective, it will depend on where they are in their recruitment cycle, when the job starts and you need to be reasonable and consider their business needs.

Contact the employer to thank them for the offer, to let them know that you are considering it and to agree when you will let them know. If the offer gives a deadline which you feel you cannot meet, you can often negotiate an extension. If you are hesitating because of another ongoing application you could approach your other potential employer(s) and they may be able to accelerate their selection process. The worst thing to do if you're juggling options is to avoid talking to the recruiters, they'll appreciate being kept informed.

### **Can I rely on the employer not to renege? Can I risk withdrawing all my other applications?**

Employers will do their very best to avoid renegeing on an offer, if nothing else it's terrible PR! So it is very unusual that an unconditional offer is withdrawn, i.e. normally only if the employer is facing quite serious financial constraints or changes to their business. If you have accepted an unconditional offer and your prospective employer withdraws it you can claim compensation for breach of contract. On the rare occasions when this has happened in the past, major employers have immediately offered compensation before being asked.

Realistically, like anything else, no-one can ever give you a cast-iron guarantee; there will always be a tiny element of risk. However, any job offer made by an employer is usually made in good faith and you must take it as such.

### **It's such a big commitment – I'd like time to think about it**

This is a reasonable request! Asking for time is covered above. Don't just expect the pass of time to solve your uncertainty though, be proactive. You are in a strong position now so ask questions, talk to current employees, and ask if you can visit again. The employer may be keener to help you do these things than you'd imagine, as they want the decision to be one you're sure of too.

### **The job offer says that they won't be able to tell me the location yet**

With some jobs you might expect this. But generally if one of the major conditions/terms of the job offer is not specified, it is unreasonable of the employer to expect an unconditional binding acceptance. A sensible course of action would be to express your thanks and interest, and say that you will confirm your acceptance as soon as the conditions are finalised. In the meantime, do not withdraw from other applications.

### **It's a short-term, fixed-term or expected-term contract**

If you are a student on placement, or an apprentice you *aren't* considered to be a fixed-term employee.

Contracts with a limited term or expected term, are fairly common in some areas of employment. In most respects this is the same as a permanent contract except that the contract has a pre-determined end date.

Fixed-term does not mean that you are legally bound to stay with that employer until the end date. You have as much right to give notice as any employee on a permanent contract. In fact, in all areas employers must not treat workers on fixed-term contracts less favourably than permanent employees, unless there is a good business reason to do so. For example: pay, conditions, benefits, protection against redundancy or dismissal must be the same. However, a company car may justifiably not be issued for a three-month contract, on the basis of unreasonable cost.

The end of a short, fixed or expected-term contract may be followed by a new contract, although you can't assume this will happen, even if you perform well. The use of successive fixed-term contracts is now limited by legislation. As always there are exceptions, but in most cases an employee on a fixed-term contract for 4 or more years automatically becomes a permanent

employee.

### **This is an internship, work placement or work experience.**

Apart from a work placement undertaken as a student as part of your course, terms such as 'internship' or 'work placement' have no specific legal status, so no more or less associated employment rights. Whatever you are called, your rights and responsibilities depend entirely on whether your employment status (as defined by employment law, *not* the employer) can be classed as worker, volunteer or employee. So to take one common example, if you have an agreement to work for someone and have to do the work for as long as the agreement lasts then generally you would be classed as a worker, not a volunteer. Being a worker entitles you to the National Minimum Wage, irrespective of the title 'intern'. The GOV.UK website has information about *Employment rights and pay for interns* at [www.gov.uk/employment-rights-for-interns](http://www.gov.uk/employment-rights-for-interns).

### **I'd like to start six months or a year later so I can go travelling**

Some employers have a policy of offering deferred entry on request; such employers are more likely to be those who recruit large numbers of graduates every year, especially into training schemes which do not change significantly from year to year. However, some employers, even large international companies, recruit graduates into specific vacancies which need to be filled in the autumn; such organisations review their needs carefully every year and sometimes recruitment can be erratic. You might have already gained an impression of the policy from the recruitment procedure.

Ask! They may well say no but if you have received the offer, it won't be withdrawn just because you enquire. If you're worried about not seeming keen, you could always try asking around, perhaps other graduates working there already, to see how well the question is likely to be received. Bear in mind that most graduates start their jobs in the autumn, so you'll probably have a few months to spend as you please anyway.

### **I'm not sure I'd like the job**

First of all, remember that there are pros and cons attached to every decision in life; no job is perfect, or a life-sentence. The key to making this decision is establishing what is important and satisfying to you - what skills you want to use and what interests and values you need to satisfy. Once you know these, you can match them up against the job; if it meets your core requirements, you might feel there are peripheral areas (e.g. location/type of product) on which you are prepared to compromise. Inevitably there is more pressure to make compromises when there are less options on offer to you.

Here are some points you might consider to help you decide.

#### **The Job:**

- What will I be doing?
- Will I be using my skills/knowledge?
- Does it satisfy my interests?
- Might there be a conflict with my values?

#### **Training and Promotion:**

- Is training flexible?
- Study leave/examination fees?
- Is there scope for broader development or changing direction?
- Chances of promotion?

**The Employer:**

- What is its management style/culture?
- What size/structure?
- Am I comfortable with the products or services?

**Terms and Conditions:**

- Salary and benefits?
- Hours and holiday?

**Location:**

- Cost of living?
- Environment?
- Commuting conditions?

If you've considered the above and you understand the offer/ contract, but are still not sure you may be trying to look too far into the future in terms of what you want. Consider if you lean towards a more cautious approach to most decisions and if you're good at looking for the potential downsides. If that is your tendency, be sure to also consider what you might miss or regret if you *don't* take this opportunity.

## Sources of help and information

- Speak to a Careers Adviser. We won't decide for you, but can help you to reflect and weigh up pros and cons. See [www.bath.ac.uk/guides/careers-service-appointments/](http://www.bath.ac.uk/guides/careers-service-appointments/) for details on how to book an appointment.
- [www.gov.uk](http://www.gov.uk) is an excellent site covering a huge range of legislation and entitlements in a very user friendly way. The section on employment includes information on employment terms and conditions, i.e. contracts.
- The *Advice and Support Centre* has links with local solicitors and if appropriate can arrange a free initial consultation. See [www.thesubath.com/advice](http://www.thesubath.com/advice).
- The *Citizens Advice Bureau* [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).
- If you have difficulties coming to an agreement with your employer, contact the *Advisory, Conciliation and Arbitration Service* ([www.acas.org.uk](http://www.acas.org.uk)).

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