

Written statements

1 . The right to a written statement

Anyone [legally classed as an employee or a worker](#) has the right to a 'written statement of employment particulars'.

A written statement summarises the main terms of employment, such as pay and working hours.

Anyone legally classed as a worker does not have the right to a written statement if they started the job before 6 April 2020.

Many people think this document is the [employment contract](#). However legally the contract is much broader than the written statement.

Agency workers

Agency workers have the same right to a written statement as other workers and employees.

[Find out more about agency workers](#)

2. When someone must get their statement

An employer must give a [written statement of employment particulars](#) to both employees and workers.

Employers must provide a written statement:

- no matter how long the person's employed for
- on or before the person's first day of work

Everything in the written statement must follow the law (Employment Rights Act 1996).

For example, it's not legal to state that someone who is 22 years old will be paid £3.50 an hour, because this amount is below the minimum wage.

The employee or worker should check the written statement. They should talk with their employer if there's anything they do not understand or agree with.

If someone does not understand their written statement

Employers should make sure staff understand their written statement. They might need to take extra steps to do this.

For example, the employer could:

- give someone more time to read their written statement
- explain some of it in more detail

- agree to translate it into another language
- provide it in braille or audio format

Written statement for someone who started their job before 6 April 2020

Anyone [legally classed as an employee](#) who started their job before 6 April 2020 can ask their employer for a written statement that meets the new requirements.

They must still be working with the employer or be within 3 months of their leaving date. The employer must provide the written statement that meets the new requirements within 1 month.

Anyone [legally classed as a worker](#) does not have the right to a written statement if they started the job before 6 April 2020. They can still ask their employer if they can provide it. If the employer started a worker on a new contract after 6 April 2020, the worker has the right to a written statement.

[Find out more about what must be included in a written statement](#)

If you've not received your written statement

You can raise the issue with your employer if you've not received the written statement by the time it's due. It's a good idea to do this informally at first by [talking to your employer](#).

If you know the written statement exists but you've not received it, you can also make a formal 'subject access request'.

[Find out more about subject access requests on the Information Commissioner's Office website](#)

If you need to take things further

If you still do not receive your written statement, you can [raise a grievance](#). This is where you make a formal complaint to your employer.

If that does not resolve things, you might be able to [make a claim to an employment tribunal](#). You could get compensation. This would only happen if the tribunal upholds your claim alongside another one, for example unfair dismissal.

Related content

[Templates for a written statement](#)

3. What must be included

By law, there are a number of things that must be included in a 'written statement of employment particulars'.

[Use our written statement templates](#)

Terms that must be included in the same document

The following must all be included in the 'principal statement':

- the employer's name
- the employee or worker's name
- the start date (the day the employee or worker starts work)

- the date that 'continuous employment' (working for the same employer without a significant break) started for an employee
- job title or a brief description of the job
- the employer's address
- the places or addresses where the employee or worker will work
- pay, including how often and when (for example, £1,000 per month, paid on the last Friday of the calendar month)
- working hours, including which days the employee or worker must work and if and how their hours or days can change
- holiday and holiday pay, including an explanation of how its calculated if the employee or worker leaves
- the amount of sick leave and pay (if this information is not included in the document, the employer must state where to find it)
- any other paid leave (if this information is not included in the document, the employer must state where to find it)
- any contractual benefits – these are benefits the employer must provide
- any non-contractual benefits – these are benefits the employer may provide but can choose not to
- the notice period either side must give when employment ends
- how long the job is expected to last (if it's temporary or fixed term)
- any probation period, including its conditions and how long it is
- if the employee will work abroad, and any terms that apply
- training that must be completed by the employee or worker, including training the employer does not pay for

Terms that can be provided later

Employers can provide some terms in 'instalments'. This means that they do not have to be included in the principal statement. However, the employer must provide them no later than 2 months after the start of the employment.

Instalments do not have to be given at the same time.

For example, the first instalment might provide details of pension arrangements. The second instalment might provide details of any disciplinary rules.

The terms that can be given in instalments are:

- pension arrangements (if this information is not included in the document, the employer must state where the employee can find it)
- any 'collective agreements' (terms and conditions that apply to other employees too)
- details of any training provided by the employer that is not compulsory (if this information is not included in the document, the employer must state where to find it)
- disciplinary rules and [disciplinary and grievance procedures](#)

If the written statement refers to other documents or steps

It's important for an employer to state:

- what they are
- where to find them

What else should be in writing

As well as providing a 'written statement of employment particulars', the employer should put the following in writing:

- the [job offer](#)
- how the employee will be paid (for example, pay will go straight into the employee's bank account)

- the standards of behaviour expected from employees and what happens if these are not met (for example, the employer will report any thefts to the police)

This makes sure that everyone's rights and responsibilities are clear.

Training for employers and managers

[Acas provides training on employment contracts](#), including what to put in writing.

4. Changing written terms

If changes are made to someone's main terms of employment, the employer must put them in writing. For example, they might send the employee a letter or email.

It's a good idea for the employer to put all contract changes in writing. This helps to make sure everyone is clear about what is changing so there is less chance of misunderstandings or disagreements.

The employer might choose to update the 'written statement of employment particulars' but they do not have to.

By law, the employer must put a change in writing within 1 month of the change.

Changing an employment contract

There are important procedures to follow when changing the terms of an employment contract.

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