

Varying Contracts – from ACAS

- An employer may wish to vary the terms of the contract because of changed economic circumstances or due to a reorganisation of the business. Possible areas of change could include pay rates, hours or days worked, duties, supervisory relationships or place of work.

Redundancy – Employment Rights Act 1996

How does the law define redundancy?

According to the Employment Rights Act 1996, an employee is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to the fact that:

- the employer ceases to carry on the business in which the employee was employed;
- the employer ceases to carry on that business in the place where the employee was employed;
- the needs of the business for employees to carry out work of a particular kind cease or diminish; or
- the needs of the business for employees to carry out work of a particular kind in the place where the employee was employed cease or diminish.

This is the definition that is relevant for the purposes of determining whether or not a dismissal is fair and whether or not the employee is entitled to a redundancy payment.