

SAMPLE VARIATION CLAUSES

VERSION 1:

Note: This is Daniel's standard wording. Any contractual right to vary must be exercised reasonably. Making anything other than minor changes without express agreement could breach the implied term of mutual trust and confidence.

"We reserve the right to make any reasonable changes to your terms and conditions of employment on written notice. Any minor changes will take effect from the date of the written notice or any other date as specified in that notice. In respect of more significant contractual changes, these will only be made after employee consultation and with a minimum of one month's written notice."

VERSION 2:

This wording was approved by the Employment Appeal Tribunal in *Bateman v Asda Stores UKEAT/0221/09* - but remember what works in one case may not work in another.

"The Company reserves the right to review, revise, amend or replace the content of this [contractually binding] handbook, and introduce new policies from time to time to reflect the changing needs of the business and to comply with new legislation. A copy of the handbook is displayed on the colleague communication board in your store and on Pipeline, and replacement copies are available from your People Manager."

WWW.DANIELBARNETT.COM/VELA