

A vibrant, abstract background composed of overlapping, curved shapes in shades of green, yellow, blue, and pink, creating a sense of movement and depth.

# OFFER OF EMPLOYMENT

## A GUIDANCE NOTE AND TEMPLATE OFFER LETTER

If you are intending to offer employment to someone you need to send them a letter which offers them the position and gives details of the terms on which you are offering that job.

By reading this guidance note you will understand typical terms that need to be included in the offer letter and will have a template offer letter to guide you.

For more information please also see our [guidance note on employment contracts and template](#).

# OFFER OF EMPLOYMENT – GUIDANCE NOTE

This guidance gives a summary of the typical terms included in a letter of an offer of employment and should be read together with the offer of employment precedent (“**Offer of Employment**”).

The Offer of Employment should be sent to a successful applicant, following an interview. Its purpose is to identify: the role for which the applicant has successfully applied; the employer; and any key information about the job. It can also serve as a cover letter for sending the contract of employment (“**Contract**”) and company handbook.

## 1. JOB TITLE

The job title and description set out in the first paragraph of the Offer of Employment should match the job title and description in the Contract.

## 2. STARTING DATE

A starting date should be given in the Offer of Employment which is the same as the employment starting date given in the Contract.

## 3. CONDITIONS OF OFFER

The employer can set conditions which must be fulfilled before an offer of employment is made. Conditional offers, unlike unconditional offers, of employment can be withdrawn by the employer if the applicant does not meet the employer’s conditions within the time frame given. If an offer is withdrawn on this basis, the applicant cannot take any action.

As conditional offers can fall through, an employer may want to advise an applicant to wait until the offer becomes unconditional (i.e. all conditions are satisfied or waived) before handing their notice in to a current employer.

## 3.1 REFERENCE

If the offer is subject to receipt of satisfactory references, the employer may want to specify that at least one of the references should be from the applicant’s current employer. If an employer identifies referees in the Offer of Employment, it may ask the applicant to give the names and addresses of those referees, when accepting the offer.

## 3.2 MEDICAL REPORT

Legally, employers can only ask a successful applicant for a health check before hiring them if it is a legal requirement (e.g. eye tests for commercial vehicle drivers), if health or physical ability is a relevant factor for the job, or as a requirement to membership of any of the benefits the employer offers, for example, health insurance.

Employers should include information about medical checks in their offer letter and get written consent from the applicant if it intends to have a medical report from an applicant’s doctor or someone who is or has been responsible for their clinical care. Employers should ensure that any request for a medical report is focused and limited to being relevant to the purpose for which it is obtained. Under the Access to Medical Reports Act 1988 (“**AMRA**”), an applicant does not have to consent to the employer’s request that their doctor provides a medical report, but if the applicant does, he or she is entitled to ask to see the report and ask for it to be changed (if they believe it is misleading) or withheld from the employer. Employers must advise individuals of their rights under AMRA when they ask for their consent.

The Offer of Employment says that a medical report will be prepared by the Company’s Medical Adviser. Medical reports prepared by a company doctor may not fall within

the scope of AMRA. However, even where they are outside its scope, a company doctor should be prepared to discuss the contents of a report with a patient and should, as best practice, offer to provide medical reports to the applicant.

Employers must ensure that medical checks do not discriminate against people applying for the job, for example, by targeting only people over a certain age. Medical checks should also not be used to discourage specific groups of people from applying.

### **3.3 PROFESSIONAL AND/OR OCCUPATIONAL QUALIFICATIONS**

If a successful applicant is required to hold professional and/or occupational qualifications, a condition should be included in the Offer of Employment to ensure that the applicant produces evidence of this to the employer before starting in the job.

### **3.4 DRIVING LICENCE**

If the successful applicant will be required to drive, this condition should be included in the Offer of Employment. An employer may also require that an applicant's driving licence is clean (i.e. free from points), especially if driving is an essential part of the job.

### **3.5 RESTRICTIVE COVENANTS**

An employer may require an applicant to provide a copy of his or her current terms of employment in order to check whether there are any terms which would prevent the applicant from taking up the offer. Alternatively, the applicant can be required to confirm that he or she is free to take up the position, which should flush out any restrictions that might bind the applicant. The Offer of Employment template takes the second approach.

### **3.6 OTHER OBLIGATIONS**

The following may also be relevant conditions, which an employer should consider including:

- entering a confidentiality agreement (although the Contract may effectively deal with this);

- being available to start the job on or before a given date;
- concluding negotiation of the Contract on terms that the employer is happy with;
- satisfactory credit checks;
- criminal record and barring information checks;
- approval by the Financial Conduct Authority;
- shareholder or partnership approval; and/or
- where the employee is to be a director, confirmation that he or she is not subject to restrictions preventing him or her from holding such office.

## **4. STARTING SALARY**

The starting salary given in the Offer of Employment should reflect the payment details in the Contract.

An employer is under no obligation to provide a pay rise or carry out an employment review, unless this is specified in the Contract. Therefore, this only needs to be dealt with in the Offer of Employment if it is provided for in the Contract.

## **5. ANNUAL HOLIDAY**

The Offer of Employment says that the successful applicant will be given leave for 20 days plus public holidays, (which is the statutory minimum), however, if a different arrangement is provided for in the Contract, this should be reflected in the Offer of Employment.

## **6. ATTACHMENTS**

The Offer of Employment should attach a detailed contract of employment setting out the terms and conditions of the position and also any company handbook.

The employer should send out two copies of the letter so that the successful applicant can sign and return one copy to the employer (along with the Contract) and keep the second copy, for his or her records.

# OFFER OF EMPLOYMENT

*To be printed on the employer's letter headed paper*

Dear \_\_\_\_\_

I have pleasure in confirming our offer to you of the position of \_\_\_\_\_.

Your starting date will be \_\_\_\_\_.

The offer is subject to receipt of references which are satisfactory to the Company and proof of your right to work in the UK.

[The offer is subject to the Company receiving a satisfactory medical report. For this purpose you will be required to attend a medical examination with the Company's Medical Advisor. Please contact [name of doctor], telephone number [number] to arrange a suitable appointment.]

[The offer is made on the understanding that you hold [specify professional and/or occupational qualifications] and you will produce evidence of these qualifications prior to you commencing employment with the Company. It is also an express condition of this offer of employment that you retain these qualifications during your employment with the Company.]

[It is a requirement of the job offered that you will hold a current valid Class driving licence during your employment.]

It is a condition of this employment that you are free to take up and carry out the work offered to you and that you will not be in breach of any express or implied terms of any contract or of any other obligation binding upon you. The Company will be entitled to terminate your employment without notice should this not be the case.

Your initial starting salary will be £ \_\_\_\_\_ per annum and will be reviewed in \_\_\_\_\_.

You will be entitled to 20 days' annual holiday per year plus eight statutory holidays.

I attach a detailed contract setting out the full terms and conditions applicable to your position and the Company Handbook. If you have any queries regarding this letter please do not hesitate to contact me. If you wish to accept the offer, please sign the duplicate copy of this letter and the contract attached and return them to me as soon as possible.

Yours sincerely

[www.dlapiper.com](http://www.dlapiper.com)

DLA Piper is a global law firm operating through various separate and distinct legal entities. Further details of these entities can be found at [www.dlapiper.com](http://www.dlapiper.com).

This publication is intended as a general overview and discussion of the subjects dealt with, and does not create a lawyer-client relationship. It is not intended to be, and should not be used as, a substitute for taking legal advice in any specific situation. DLA Piper will accept no responsibility for any actions taken or not taken on the basis of this publication. This may qualify as "Lawyer Advertising" requiring notice in some jurisdictions. Prior results do not guarantee a similar outcome.