



GUEST COMMENT: How most women, and some men, go wrong when negotiating contracts

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If you work in employment law, you quickly learn an important truth: most of your clients are men.

Women, typically, do not use employment lawyers. Many men will think little of paying several hundred pounds for a lawyer to read a contract prior to signing it, but women will balk at the prospect. Men see legal fees as an investment in their careers; women see them as a cost.

As a result, we see many women who are restricted by onerous contracts which their male colleagues (who had legal advice) would never have contemplated signing.

Contracts of employment are negotiable documents. They are not a fait accompli. With professional assistance and an informed approach, you can extract the best outcome. In the absence of a professional eye, here's where most women go wrong.

1) Contract length and notice periods

Do you really want to sign a contract which allows an employer to make you redundant following a notice period of only three months?

Most men we come across have negotiated a six month notice period or longer; most women have accepted three months. This is important: the longer your notice period, the larger the payout you will receive if an employer wants to get rid of you.

Ideally, you should negotiate a short notice period if you are handing in your notice to the employer, and a long notice period if the employer wants to hand your notice to you.

2) Job description

Does your contract contain an accurate description of your duties? No? It's very easy to make someone redundant or sideline them if there is no accurate description of what they're supposed to be doing.

3) Reporting lines

Do you have a direct reporting line? If not, and there is no clear 'boss,' beware. No one will take responsibility for you, or stick up for you. When you want a pay rise, no one will be there to explain why it's deserved.

4) Covenants

What kinds of restrictive covenants does your contract impose? Do you really want to be prevented from working for a rival for 18 months? Bear in mind that some restricted covenants are unenforceable: an 18 month restriction with a three month notice period would usually be deemed restraint of trade, for example.

Watch out for clauses specifying that have to show a new employer your restricted covenants (they will be put off). Equally, watch out for related clauses, which we are seeing more and more frequently, stipulating that you have to tell an employer every time you are offered a job.

5) Geographical jurisdiction

Most contracts apply in one country only. Every time you are seconded abroad within the same company, you should therefore sign

a new contract. We see many cases where women return to the UK without negotiating a new contract. It is much easier to make them redundant as a result.

6) Pay and bonuses

Before you sign a contract, make sure that you have an idea of the going rate for that role. Too many women go in at a low rate and then try for a raise later. Bad strategy. Bonuses are one of the biggest areas for pay disparity between men and women: to be remembered when negotiating.

7) Time to consider

Even if the contract looks perfect, you don't want to seem too eager. Ask for a few days to think about it. Bear in mind that it's far, far easier to negotiate what you want before you sign a contract than once you've actually taken a job.