

If a job offer is withdrawn

A job offer can be:

- 'conditional' or 'unconditional'
- made verbally or put into writing

A job offer should set out terms in a clear and definite way, either verbally or in writing.

For example, the terms could include the:

- job title
- rate of pay
- start date
- location of the job

You can find out what should be included in a job offer when [offering someone a job](#).

By law, an employment contract could begin as soon as someone accepts a job offer, even if they only accepted it verbally. A contract can exist when clear terms are offered and accepted.

An employer can withdraw a job offer. How they can withdraw it depends on whether the job offer was 'conditional' or 'unconditional'.

Conditional job offers

If the job offer depends on references or other checks, this is a conditional job offer.

For example, the employer might need to check an applicant's:

- [references](#)
- [criminal record](#)
- health and disabilities, but only whilst [following discrimination law](#)
- proof of academic qualifications
- proof of right to work in the UK – a stage of [offering someone a job](#)

Conditions need to be consistent and fair. For example, an employer should not only ask for evidence of relevant academic qualifications from non-UK citizens.

If an applicant accepts a conditional offer, and all the conditions are then met, it can mean the contract has started.

Unconditional job offers

An employer can make an unconditional job offer. This is a job offer without any conditions. If an applicant accepts an unconditional offer, it can mean the contract has started.

If an employer withdraws a job offer

An applicant can ask an employer why they have withdrawn a job offer. An employer does not have to give a reason. However, it's good practice for an employer to give a valid reason if they can.

With a conditional job offer, an employer can withdraw a job offer if the conditions of the offer are not met. For example, if references show the applicant might not be able to do the job.

If all the conditions have been met and the employer withdraws a conditional job offer, this could be a breach of contract.

With an unconditional job offer, an employer should not withdraw the offer without also ending the contract. The contract should be ended fairly by giving notice and following the contract's terms. Remember that [not all terms are written](#).

Raising an issue about a job withdrawal

As an applicant, it can help to raise the issue directly with the employer first and:

- ask why the job offer was withdrawn
- explain your concerns
- explain the impact on you – for example, if you've moved for the job
- show any relevant evidence – for example, emails or background checks
- say what you'd like to happen to resolve the issue
- say you are prepared to listen to their point of view

[Find out more about how to raise a problem at work](#)

If the employer has breached the contract terms

If the employer has breached the contract terms, an applicant might be able to make a claim.

If you're an applicant, you can:

- [contact the Acas helpline](#) to discuss your options
- find out more about [making a claim to an employment tribunal](#)
- find out more about [making a court claim on GOV.UK](#)

If an applicant thinks they've been discriminated against

An employer could be breaking discrimination law if they withdraw a conditional or unconditional job offer because of any of the 9 'protected characteristics':

- age
- disability
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sex
- sexual orientation

For example, if the employer finds out you're pregnant, it's against the law for them to withdraw your job offer because of your pregnancy.

As an applicant, if you think you've been discriminated against, you can [contact the Acas helpline](#).

[Find out more about discrimination and the Equality Act 2010](#)

If an applicant withdraws from a job offer

With a conditional job offer, if all the conditions have been met and an applicant withdraws, this could be a breach of contract.

With an unconditional job offer, if an applicant withdraws after receiving the offer, this could be a breach of contract.

If an applicant has breached the contract terms, an employer might be able to make a claim.

As an employer, you can:

- [contact the Acas helpline](#) to discuss your options
- find out more about [making a court claim on GOV.UK](#)

If the job offer was verbal

A verbal job offer is legally the same as a written one, but it can be difficult to prove the details if it's not in writing.

As an applicant, you can ask the employer for a written job offer. For example, you could ask the employer to email you to confirm:

- the job being offered
- where the job is located
- when the job starts
- specific [terms of employment](#) – for example pay, working hours or holiday entitlement
- if the job offer has any conditions – for example references or background checks

The employer might replace a verbal offer with a written offer. If you think something is different in the written offer, talk to the employer about it as soon as possible. If they agree with you, ask them for an updated written offer.