
Pay & Employment Rights Service

3

Employment Rights Action Pack

NOTICE AND NOTICE PAY

This action pack tells you about the situations when either you or your employer need to give each other notice of your job ending or changing.

There are two kinds of notice – “statutory” notice and “contractual” notice. This pack tells you about both.

It also tells you what to do if your employer does not give you correct notice and how to make sure you get the right notice pay.

This leaflet is available in large print on the PERS website www.pers.org.uk

CONTENTS

When is notice necessary?	3.1
If you leave your job	
How much notice should you give?	3.2
What happens if you leave without notice?	3.3
If your employer dismisses you	
Who has the right to be given notice?.....	3.4 / 3.5
How much notice should you be given?	3.6
Dismissal without proper notice – ‘Wrongful dismissal’	3.7
Dismissal without proper notice – Claiming breach of contract – Which court?.....	3.8/3.9
Notice pay	
How much notice pay should you get?	3.10
If you work your notice	3.11
If you do not ‘work’ your notice – pay in lieu of notice.....	3.12 / 3.13
If you are made redundant	
How much redundancy notice pay should you get?	3.14
If you leave during your redundancy notice period	3.15
If your employer is insolvent.....	3.16
If your employer changes your terms and conditions of employment	3.17
If you are pregnant at work	3.18
If you want to resign	3.19
Sample letters & supporting notes	3.20 – 3.24

This pack is intended as a general guide and is not a full statement of the law – please seek advice before taking any action.

Pay & Employment Rights Service
Unit 14, Business Enterprise Centre,
513 Bradford Road, Batley WF17 8LL
Tel: 01924 428 030
www.pers.org.uk

3.1

When is notice necessary?

If your job is brought to an end, or if the circumstances of your job change significantly, then **notice** must usually be given. (For circumstances when notice is *not* necessary, look at the appropriate pages that follow). Often the person wanting to end or change your job will be your employer, but sometimes it could be you.

It is practical and courteous to give notice of your intentions. What is more, you or your employer could be breaking the law if you **don't** give notice.

Minimum periods of notice from you and your employer are laid down by law. See page 3.2 and 3.6 of this pack.

Your written statement of employment particulars (contract) may provide for longer notice periods on either side. See page 3.2.

Provided your written statement (contract) is legally acceptable, you and your employer must abide by its terms. **When working out your entitlement, always look at your contract first.**

There are legal requirements for notice in the following situations:

- If you leave your job
- If your employer dismisses you from your job
- If your employer is making you redundant
- If you are taking time off work to have a baby
- If your employer wants to make significant changes to your terms and conditions of work (your contract)
- If you are telling your employer when you want to take holiday, or your employer is telling you when holiday must be taken. See **PERS** leaflet '**Paid Holidays**' for more information about holiday notice.

This pack tells you what notice is required by law in each of these situations.

Usually you should get paid a 'normal' wage during a period of notice. This pack tells you how to work out what you should be paid and what to do about it if there are problems in getting the money you are owed.

3.2

If you leave your job

HOW MUCH NOTICE SHOULD YOU GIVE?

Your contract

Within 2 months of starting work, your employer should give you a **written statement of employment particulars** (a 'contract'). Your written statement should tell you what notice you must give to your employer to end your contract, as well as what notice your employer must give to you. If you want to leave your job, always check your written statement first to see how much notice you are required to give. See **PERS** leaflet '**Contracts of employment**' for more information about written statements.

The law

If you do not have a written statement, or if it fails to mention notice requirements, then the law lays down a minimum notice period. You must usually give **at least one week's notice** to your employer of your intention to leave your job if you have been working for your employer for **a month or more**.

If you have been working for your employer for **less than a month**, you must still give '**reasonable**' notice. 'Reasonable' will depend on the circumstances.

Make it clear

You do not have to give notice in writing (unless your contract says that you do), but it does have to be clear and unmistakable. For this reason, it is best to put it in writing and to keep a copy. See **sample letter 1** on page 3.20 of this pack.

Notice usually starts to run from the day after it is received (or should have been received) unless a later date is specified.

Once formal notice has been given, the notice period can only be shortened, extended or withdrawn if both you and your employer agree to the change.

Case law suggests that verbal notice given 'in the heat of the moment' by an employee (or possibly an employer) may not always count as formal notice, so it is always best to put notice in writing so that there can be no doubt about it.

Benefits

Remember that you may have social security benefits suspended if you leave work of your own accord without another job to go to.

3.3

If you leave your job

WHAT HAPPENS IF YOU LEAVE WITHOUT NOTICE?

Breach of contract

If you leave without giving the required notice, your employer could sue you in a County Court for damages for 'breach of contract'. However, your employer would have to be able to prove that he or she had lost money because you left without giving proper notice. Very few employers actually sue an ex-worker who leaves without giving notice, partly because in practice employers rarely lose money this way.

Withholding wages

Unless you have given your written agreement to this beforehand, your employer is **not** allowed simply to withhold money such as wages, back pay or holiday pay which has been previously earned by you, even if you leave without giving notice. See **PERS Action Pack No. 2: 'A fair day's pay'** for more information about non-payment of wages due to you.

When notice need not be given

You may **not** have to give notice if there has been a 'fundamental breach of contract' by your employer. This means that your employer does something which seriously breaks his or her employment contract with you – for instance, he or she may refuse to pay you your wages or ask you to do something which is illegal. If you do resign without giving notice in these circumstances, you may also be able to claim constructive dismissal (provided you have worked for your employer for one year or more).

You or your employer, may be able to 'waive' the right to be given notice, provided it is by mutual agreement.

3.4

If your employer dismisses you

WHO HAS THE RIGHT TO BE GIVEN NOTICE?

Are you an employee?

All **employees** will usually have a right to notice and to notice pay, unless they are dismissed for 'gross misconduct'.

If you are **not** an 'employee', for instance if you are self employed or a freelance agent, you do not have a legal right to notice.

If you are **not sure** whether or not you are 'an employee' (for instance, if you are an agency worker or an homeworker), seek advice from an appropriate agency (see the PERS **Action Pack Supplement "Where to Go for More Help"**). You are not necessarily 'self employed' just because the person you work for **says** that you are.

Have you been through the correct procedures?

Nearly all terminations of employment, whether for dismissal, end of a fixed term contract or redundancy should be notified and discussed with the employee before a final decision is made. This is the "3-step statutory dispute resolution procedure". Contact PERS for more information.

Gross misconduct

If you are dismissed for **gross misconduct**, then your employer can dismiss you on the spot without notice. 'Gross misconduct' is usually something extremely serious like being caught stealing from your employer, fighting or being drunk at work. Sometimes your contract will tell you the circumstances in which you will be instantly dismissed for gross misconduct. If you think your employer is accusing you of 'gross misconduct' as an excuse to avoid paying you notice pay, you can challenge this at an Employment Tribunal.

3.5

If your employer dismisses you WHO HAS THE RIGHT TO BE GIVEN NOTICE?

What kind of contract do you have?

If you are on a **short term contract** (that is, you know your job is temporary but do not know when it will end) you should get the normal minimum notice and notice pay.

If you are on a '**fixed term contract**' or a '**specific task contract**' (that is, when you start your job you are told exactly when it is going to finish) your employer does not have to give you notice unless you are being asked to leave earlier than the contract specifies. In this case, the usual notice rules apply. You may also be able to sue your employer for breach of contract.

However, under the statutory Dispute Resolutions regulations, you should normally be told in writing that the end of your contract is approaching and be invited to a meeting to discuss this.

You should get normal notice

- if you have been continuously employed for 3 months or more on a **series of fixed term contracts** each lasting for a month or less *or*
- if a 'special task contract' runs for more than 3 months.

If you are an **apprentice** you are usually considered to be an employee, although you are likely to be on a 'fixed term contract' (see above). Thus an employer would not need to give you notice at the end of your fixed term of apprenticeship, but **would** need to give you the required minimum notice if your employment finished **before or after** the originally agreed date.

If you are a **trainee** on a Government training scheme, you will only qualify for notice rights if you are classed as an employee.

Even if your contract specifies your **retirement age**, your contract will not end automatically when you reach that age. Your employer must write to give you notice that your retirement date is approaching and to ask if you wish to work beyond that date. If you do express the wish to continue, the employer must meet with you to seriously consider the options. If you both decide that your employment will continue beyond your contractual retirement age, the revised dates should be stated in writing as a new contract. You should then give or be given notice as usual, with a further meeting if appropriate.

3.6

If your employer dismisses you

HOW MUCH NOTICE SHOULD YOU BE GIVEN?

Your contract

Your written statement of employment particulars (your contract) should tell you how much notice your employer has to give you. It must be at least the statutory minimum described below, but it could be more.

The law

Even if you do not have anything written down about your entitlement to notice, you still have minimum rights under the law.

The minimum notice you should receive from your employer depends on the length of time you have been 'continuously' employed by him or her.

You are entitled to the same amount of notice regardless of the number of hours you work per week – that is, it makes no difference if you work full or part time.

Minimum statutory notice

1. Less than a month

If you have worked for your employer for **less than a month**, you should be given '**reasonable**' notice. What is reasonable will depend on the circumstances.

2. A month or more

If you have worked for your employer **for a month or more**, you should be given **at least one week's notice** that your employment is to end. Remember, this could be more if your contract says you should get more.

3. Two years or more

If you have worked for your employer for **2 years or more**, you should be given a **minimum of one week's notice for every complete year you have worked**, up to a maximum of 12 weeks.

3.7

If Your Employer Dismisses You

DISMISSAL WITHOUT PROPER NOTICE (“WRONGFUL” DISMISSAL)

WHAT IS ‘WRONGFUL’ DISMISSAL?

If your employer does not give you proper notice this is known as **wrongful dismissal**. This is not the same as ‘unfair dismissal’ – see **PERS** leaflet no. 11 ‘**Dismissal**’ for more information about this.

If your employer dismisses you without giving you proper paid notice, you should first write to him or her to say how much money you think you are owed. See **Sample letter 2** on page 3.21 of this pack.

If your employer still does not give you the correct notice pay, you can claim ‘breach of contract’ against your employer. You would probably include unpaid holiday pay as well as notice to pay in your claim.

Employment Tribunal or County Court?

You can bring a claim for compensation for unpaid notice (breach of contract) at **either** an Employment Tribunal or at a County Court (often as a “small claim” if the sum involved is less than £5000).

There are advantages and disadvantages relating to each. The one you choose will depend on your own circumstances. This is explained more fully on the next page.

3.8

If Your Employer Dismisses You

DISMISSAL WITHOUT PROPER NOTICE (“WRONGFUL” DISMISSAL)

CLAIMING BREACH OF CONTRACT – WHICH COURT?

Employment Tribunal (ET)

ADVANTAGES

- There is no charge for bringing the claim
- ACAS (Advisory, Conciliation and Arbitration Service) will attempt to help you reach a settlement in advance of the ET hearing
- Legal representation is not essential (though it may be advisable)
- A claim for unfair dismissal (if appropriate) can be made at the same time

DISADVANTAGES

- Your claim must be brought within 3 months of your employment ending (or within 6 months if you have submitted a formal grievance within that 3 month period)
- Your employer can counter-sue - that is, bring a case for damages against you for financial loss – for instance, for damaged equipment or lost customers
- The upper compensation limit for breach of contract is £25,000

Application forms (called an ET1) and an explanatory booklet, “Making a Claim to an Employment Tribunal”, are available from Job Centres and many advice agencies.

3.9

If Your Employer Dismisses You

DISMISSAL WITHOUT PROPER NOTICE (“WRONGFUL” DISMISSAL)

CLAIMING BREACH OF CONTRACT – WHICH COURT?

County Court

ADVANTAGES

- Claims can be brought for up to 6 years after your employment ends
- There is no upper limit on compensation

DISADVANTAGES

- You pay a small initial fee for bringing a claim (recovered if your case is successful)
- The procedure is somewhat more complicated
- Your employer is more likely to counter sue
- You may have costs awarded against you if you lose your case

Application forms and explanatory leaflets can be obtained from the County court office – look up ‘Courts’ in your phone book.

3.10

Notice Pay

HOW MUCH NOTICE PAY SHOULD YOU GET?

If you get **contractual** notice pay, your Written Statement of Employment Particulars should explain how much you will get.

If you get **statutory** notice pay, you should be paid your 'normal week's wage' throughout your period of time. If you are unsure about how to work out a normal week's pay (for instance, if you work irregular hours, or if a large portion of your wage comes from commission or productivity), contact PERS for advice.

What you get should equal **in total** the same amount as a 'normal week's pay', although it may be made up by adding together sick and/or holiday pay and notice pay. You would not normally be paid for time off (other than allowable holiday) that you take at your own request unless it is a redundancy situation and you are taking reasonable time off to look for alternative work or to arrange training.

If **you have been on reduced pay** (for example, sick pay, maternity pay or on short time working) before your notice period, you should usually still be paid a full **normal** week's pay during your notice period.

For instance, you may be dismissed if you have been off sick for a long period of time. You may have been on basic sick pay for some time and still be sick during your notice period. Even so, the weeks of your notice entitlement should be paid at your '**normal** (working) week's pay'.

3.11

Notice Pay

IF YOU WORK YOUR NOTICE

When do you get notice pay?

You should be paid notice pay throughout the period of your notice, usually whether or not you are **actually** at work during any or all of that period.

For instance: if you are off sick, on holiday or on maternity leave, or if you are ready and willing to work but no work is provided during your notice period, you should still usually receive full notice pay.

However, if your **contract allows for unpaid lay-off**, you may not be entitled to full notice pay if no work is available.

You do not get notice pay for any time during your notice in which you are on strike.

Tax and National Insurance (NI)

If you 'work' your notice (even if you are sick or on holiday as above), your pay for this work will have tax and NI deducted as normal. (See below for what happens if you are given pay in lieu of notice.)

If you leave to get another job during your notice period

If you resign from your job whilst you are in your notice period, your employer will not have to pay you any unworked notice pay.

Benefits

If you need to sign on after you finish work, you will not be able to claim benefit for any time within your minimum notice period, even if you are not actually at work.

Remember too that you may have your benefits suspended if there are any questions over why you have been dismissed.

3.12

Notice pay

IF YOU DO NOT 'WORK' YOUR NOTICE

PAY IN LIEU OF NOTICE

If your employer wants you to finish work immediately or before your notice period runs out, you should still be paid a 'normal wage' to cover the whole of the notice period. This is '**pay in lieu of notice**'.

If you are unsure about how to work out a 'normal' week's pay (for instance, if you work irregular hours, or if a large proportion of your wage comes from commission or productivity bonus), contact PERS for advice.

Contractual notice pay

If your contract says that you should get notice which is at least one week longer than the statutory minimum, then you will not be entitled to statutory notice pay but only to whatever your contract states. Usually, your contract will allow for full pay during (or in lieu of) notice but you will need to check this.

3.13

Notice pay

IF YOU DO NOT 'WORK' YOUR NOTICE

PAYMENT OF TAX AND NATIONAL INSURANCE OUT OF PAY IN LIEU OF NOTICE

How your pay in lieu of notice is treated depends on whether it is seen as **'normal pay'** or as pay in **compensation** for breach of contract.

When deductions are made

Your employer will make tax & NI deductions as normal from your pay in lieu of notice if:

1. your contract allows your employer to dismiss you on the spot and to pay you in lieu of notice. It can be argued that your contract has not been breached so you are not entitled to compensation. Thus the pay in lieu of notice is treated as normal wages, **or**
2. your employer tells you your job is due to end but that you do not need to come into work during the notice period ("garden leave") – that is, you are in effect being given paid leave of absence.

When deductions are not made

If your employer ends your job on the spot without the contractual right to do so, he or she will be in 'breach of contract' and your notice pay will be 'compensation'.

Your employer will not be paying tax and National Insurance on your behalf since you will no longer be an employee. However, there is legal disagreement about whether the money paid to you as 'compensation' should be your normal gross (amount before deductions) or net (amount after deductions) earnings. You should always try to ensure that you are paid the gross amount.

If, however, you claim for Wrongful Dismissal at Employment Tribunal or at a County Court (see pages 3.7-3.9) you will only be awarded compensation pay equal to your net earnings, because this is your financial loss.

3.14

If You Are Made Redundant

HOW MUCH REDUNDANCY NOTICE PAY SHOULD YOU GET?

If your employer needs to make you redundant, he or she must follow a number of procedures which ensure that the redundancy is, as far as possible, fair. You should check the **PERS** leaflet no. 6 `Redundancy' to make sure you have been properly consulted and that you are getting your full entitlement to redundancy pay.

In addition to any redundancy pay you should also receive notice pay, calculated in the same way as for any other dismissal – that is, one week's normal pay if you have worked for your employer for between one month and two years, and one week's pay for each complete year of service up to twelve years if you have worked for your employer for more than two years.

If you are made redundant and your employer does not want you to work your notice period, you are still entitled to **pay in lieu of notice**. See pages 3.12 and 3.13 above.

3.15

If you are made redundant

IF YOU LEAVE DURING YOUR REDUNDANCY NOTICE PERIOD

Notice Pay

If you are working your notice and you leave to get another job, you will lose your notice pay for the period after which you leave (but you will of course be earning in your new job).

Redundancy pay

You should not lose your redundancy compensation payment provided:

- you tell your employer that you are leaving early **in writing** - this is, you 'give counter-notice'. See **Sample letter 3** on page 3. 22 of this pack.
- your employer has given you specific notice of redundancy (not just a general warning that redundancies may be possible) and
- you are in the 'obligatory' notice period - that is, either your contractual or the statutory period, whichever is the longer. If your employer has given you more notice than this, you cannot claim your redundancy payment if you leave before this 'obligatory' period.

For instance, your contract may say that you should be given 3 months notice of redundancy. However, your employer may actually give you 5 months notice. You would not be in your 'obligatory' notice period for the first 2 months; if you left to get another job in that period you would not be legally entitled to your redundancy payment. However, if you could delay starting your new job so that you could hand your employer your 'counter-notice' 3 months before your redundant job is due to end, you **should** still get your redundancy payment (but see below). For **how much** notice you would need to give your employer at that point, see page 3.2 of this pack.

Counter notice from your employer

You may however also risk losing some or all of your redundancy payment if your employer then serves you with further counter-notice insisting that you work out your original redundancy notice period. For this reason, please contact PERS or another advice agency before you give counter notice.

3.16

If you are made redundant

IF YOUR EMPLOYER IS INSOLVENT

If you lose your job because your employer has become insolvent and has no money to pay you, you may be able to claim money owed to you from the Redundancy Fund of the Department of Trade and Industry. You can claim for unpaid wages (up to 8 weeks), sick pay which you are still owed, and any unpaid statutory redundancy payment which may be due to you.

You can also claim for any losses you have suffered because of **unpaid notice pay**. However, this will be limited to statutory notice pay and will not take into account any longer period of lost contractual notice. Additionally, you will be expected to try and make good any losses yourself first, so if you can claim benefits or find another paid job, you are expected to do this. Your income (or supposed income) from these alternatives will then be taken off the calculation of your unpaid notice money. Since you are being repaid for money actually lost, the sum will be calculated to exclude tax that you would have paid.

You should claim by making an application to a Redundancy Payment Office on a special form provided by your employer's representative. If you haven't been given a form, or if you want more information, phone the Redundancy Payments Service Helpline free on 0845 145 0004.

3.17

If your employer changes your terms of employment

Your contract

You have a contract with your employer as soon as you agree to work for him or her, even if that contract is not written down. Your contract includes anything which is agreed verbally, anything which is written down and usually anything that happens by common practice where you work. See **PERS** leaflet no. 1 '**Contracts of employment**' for more information.

Change of terms

If your employer wants to change any of the terms and conditions of your contract (for instance, hours of work, rates of pay, holidays etc) then he or she should give you adequate **notice of the intended change**. Even then, your employer may be in breach of contract if you do not agree. See **PERS** Action Pack No. 1 '**Changes to employment contracts**' for more information on this complicated subject.

If you are prepared to accept the new terms, then **your employment will continue** without any break in your length of service.

If you do not agree to work to the terms of the new contract, **your employer may dismiss you**. You would have to be given notice of this dismissal (and notice pay or pay in lieu of notice) as for any other dismissal. See pages 3.4, 3.5 and 3.6. If you have at least one complete year of continuous service with that employer, you could claim unfair dismissal at an Employment Tribunal. Your employer would then be asked to justify the changes to your contract. The tribunal would decide whether they agreed that your employer was justified in making the change to your contract and whether you were justified in refusing the new terms.

If your employer has imposed changes to the terms of your contract without your consent, **you might be able to leave** and claim constructive dismissal. **This is a complicated area – do seek advice before you do this.**

Change of written particulars

Your employer should only change your contract with your consent. In particular, if he / she wants to change any of the terms of your contract which are (or should be) written down in your Written Statement of Employment Particulars, you must be given **written notice** of this. Notification must be given as soon as possible, but no later than one month after the change.

3.18

If you are pregnant at work

If you are pregnant at work, you have certain automatic rights. In order for these rights to apply, your employer must know that you are pregnant. Therefore you need to give your employer **notice**.

Your rights include:

- paid time off for ante-natal appointments
- 26 weeks maternity leave from the job you are doing (52 weeks if baby is expected after 1st April 07)
- not to be dismissed or made redundant for any reason connected with your pregnancy or childbirth
- safe and healthy working conditions during pregnancy and after the birth

These rights apply to all women, regardless of length of service or hours of work. Some rights also depend on your earnings or on your length of service – e.g. Statutory Maternity Pay and a longer period of maternity absence.

You must give notice:

WHEN APPROPRIATE (but no later than 15 weeks before your baby is due)

- that you are pregnant (to ensure that you benefit from the above rights)

AT LEAST 15 WEEKS BEFORE THE BABY IS DUE: (in writing and with a Mat B1 if requested by your employer)

- the date your baby is due and when you intend to begin your maternity leave

AT LEAST 28 DAYS BEFORE YOU WANT IT TO BEGIN:

- your intention to claim SMP

Your employer should respond to your notification of leave within 28 days, giving the date on which they expect you to return if you take your full entitlement to maternity leave (**sample letter 4** on page 3.23 of this pack).

If you intend to return before your full leave entitlement:

AT LEAST 8 WEEKS BEFORE YOU INTEND TO RETURN

- your intended return date:

You do not need to give notice of your intention to return if you are taking your full maternity leave entitlement.

3.19

If you are pregnant at work

IF YOU WANT TO RESIGN

You may wish to leave your job completely when you have your baby. In this case, you should give notice of leaving your job as usual. See **Sample Letter 1** on page 3.20 of this pack.

However, **you must make sure that you do not finish work before the 'qualifying date'**. This is the 15th week before the date the baby is due. If you leave before this, you will not get any maternity pay from your employer.

It is important **not** to give in your final resignation unless and until you are **absolutely sure** you do not want to go back to your job whatever happens. Once you have given in your final notice, you lose your right to return to your job.

If you want to return to work part-time

You may not want to resign completely from your job, but to come back to your job on less hours. In this case you should write to your employer to ask if this is possible. Your employer should give your request reasonable consideration. Unreasonable refusal may be seen as unlawful sex discrimination. Please contact PERS for more information.

If your employer asks you to repay SMP

Sometimes employers ask women to repay some or all of their contractual SMP if they do not return to work after maternity leave. In many cases this amounts to unlawful sex discrimination. Please contact PERS if this happens to you.

For more information about this complicated area, please look at **PERS** leaflet no. 5 '**Maternity and Paternity Rights**' or contact us for advice.

3.20

Sample Letter 1

GIVING YOUR EMPLOYER NOTICE OF LEAVING YOUR JOB

	Your address
Your employer's name & address	
	Date
Dear your employer's name	
I am writing to give formal notice of my resignation from my job as ... (your job title).	
* As required by law, I am giving you one week's notice. I intend to finish work on ... (day and date, which must be at least one week after the date your employer should receive this letter).	
* As required by my contract, I am giving you ... * weeks / * months notice. I intend to finish work on ... (day and date which must be at least the required number of weeks / months after the date your employer should receive this letter).	
I would be grateful if you would acknowledge receipt of this letter and inform me of arrangements for payment of my final wages.	
Yours sincerely,	
 Your signature	
Your name in print	
Your job title	

* delete as appropriate

3.21

Sample Letter 2

ASKING FOR CORRECT NOTICE PAY IF YOU HAVE BEEN DISMISSED

	Your address
Your employer's name & address	
	Date
Dear your employer's name	
Grievance	
I understand that under s.86 of the Employment Rights Act 1996 employees are entitled to a statutory minimum period of notice.	
When you dismissed me on ... (give the date you were dismissed) you did not give me my proper period of notice, which should have been ... weeks. (Work out number of weeks due to you according to your length of service or according to your contract)	
I would be grateful, therefore, if you would send me ... weeks pay in compensation for failing to give me this required notice. I understand that this payment should be my gross normal wages for this period, which I calculate to be ... (fill in amount if you think this would make things clearer. If you are owed any other money, such as holiday pay, put in another sentence here which says what you are claiming).	
Please forward this sum to me within 14 days of this letter. If I have not received my payment by then, I will consider taking legal action.	
Yours sincerely,	
Your signature	
Your name in print	
Your job title	

3.22

Sample Letter 3

GIVING YOUR EMPLOYER REDUNDANCY 'COUNTER NOTICE'

THAT IS, INFORMING YOUR EMPLOYER THAT YOU WISH TO LEAVE YOUR JOB
BEFORE YOUR NOTICE OF REDUNDANCY EXPIRES

	Your address
Your employer's name & address	
	Date
Dear your employer's name	
I am writing to give formal counter-notice of my early departure from my post of ... (give your job title) following your notice to me that my job will be redundant as from ... (give date on which you have been told your job will end).	
Since I am now already in my 'obligatory' period of notice of redundancy (see "Supporting Notes" overleaf and page 3.14 of this pack), I understand that I will not lose any of the redundancy payment which I am owed. I understand, however, that I will only receive notice pay up to the date I finish work, as stated above.	
I would be grateful if you would acknowledge receipt of this letter and inform me of arrangements for my final payment of wages and redundancy pay.	
Yours sincerely,	
Your signature	
Your name in print	
Your job title	

WARNING: Please read supporting notes on page 3.22 before you send this letter

3.23

Sample letter 4 (from employer)

EMPLOYER'S LETTER TO ACKNOWLEDGE NOTIFICATION OF MATERNITY LEAVE

This letter should be used when only the statutory levels of leave and pay are provided. (Employer must respond within 28 days of receipt of employee's notification.)

Employer's address

Employee's name & address

Date

Dear [name of employee],

Congratulations and thank you for telling me about your pregnancy and the date that your baby is due. I am writing to you about your maternity leave and pay.

As we have discussed, you are eligible **for 26 weeks' ordinary maternity leave / 52 weeks' maternity leave (26 weeks' ordinary maternity leave plus 26 weeks' additional maternity leave)** [delete as appropriate].

Given your chosen start date of [insert date], your maternity leave will end on [insert date].

If you want to change the date your leave starts you must, if at all possible, tell me at least 28 days before your proposed new start date or 28 days before [insert date leave starts] (your original start date), whichever is sooner.

If you decide to return to work before [insert date leave ends], you must give me at least 8 weeks notice.

As we discussed, you are eligible for **26 weeks' Statutory Maternity Pay / not eligible for Statutory Maternity Pay** [delete as appropriate].

Your maternity pay will be £[insert amount] from [insert date] to [insert date] and £[insert amount] from [insert date] to [insert date].

or (use this paragraph if not entitled to SMP)

The form SMP1 (enclosed) explains why you do not qualify for Statutory Maternity Pay. You may however be entitled to Maternity Allowance. If you take this form to the Jobcentre Plus or Social Security Office at [insert local details], they will be able to tell you more.

As your employer I want to make sure that your health and safety as a pregnant mother are protected while you are working, and that you are not exposed to risk. I have already carried out an assessment to identify hazards in our workplace that could be a risk to any new, expectant, or breastfeeding mothers. Now you have told me you are pregnant I will arrange for a specific risk assessment of your job and we will discuss what actions to take if any problems are identified. If you have any further concerns, following this assessment and specifically in relation to your pregnancy, please let me know immediately.

If you decide not to return to work you must still give me proper notice. Your decision will not affect your entitlement to SMP.

If you have any questions about any aspect of your maternity entitlement please do not hesitate to get in touch with me.

Yours sincerely,

3.24

Sample Letters

SUPPORTING NOTES

- The sentences that are in bold italics are for you to fill in as appropriate
- **MAKE SURE** that you date your letter and keep an exact copy
- You may wish to deliver your letter by hand or send it recorded delivery

Letter 1

Giving your employer notice of leaving

By law, you must give your employer at least one week's notice of your resignation from your job if you have worked there for a month or more. Otherwise you must give 'reasonable notice'.

If your contract states what notice you must give, you must follow your contract.

Letter 2

Asking for correct notice pay if you have been dismissed

There is sometimes a question about whether pay in lieu of notice should be paid **gross** (amount before deductions) or **net** (amount after deductions). See page 3.13.

In general, if your employer has failed to give you notice pay due to you, you should assume that the notice pay owed to you will be 'compensation for breach of contract' and should be gross.

Letter 3

Giving your employer redundancy 'Counter Notice'

Sending this letter could mean you lose your redundancy payment if:

1. your employer serves you with a **further** counter notice to this letter insisting that you serve out your notice period *or*
2. you are not in your '**obligatory notice period**' when you send it.

See page 3.15 of this pack and check your position with an advice agency **before you send this letter**.

Letter 4

Employer's Letter to Acknowledge Notification of Maternity Leave

1. Please note that this is a letter to you **from your employer**. You need to make sure that your employer gives you something like this – otherwise you might show them this model. You should get a letter like this within 28 days of telling your employer you are pregnant.
2. If your contractual terms for maternity leave and pay are different to the statutory amount, the letter should of course say what your benefits will be.