

Company Name

Notice Periods Policy

Last updated date:

1. Introduction

The purpose of the Notice Periods Policy is to outline the Company's requirements for notice of termination of employment, either by the employee or the Company. It does not form part of the employees' terms and conditions of employment and may be varied, withdrawn or replaced by the Company.

2. Principles

2.1 Resignation

An employee who resigns must provide the Company with his or her written notice of resignation. An employee who resigns will be required to work his or her full contractual notice unless otherwise agreed.

The last day of service for pay purposes will be quoted in all letters accepting resignation and will be the last working day on which the employee attends work or is on paid leave. If an employee does not work his or her full contractual notice period without the Company's prior authorisation, the employee will not be paid for the part of the notice period that has not been worked.

[The Company may deduct from an employee's final salary payment costs incurred on account of the employee failing to work his or her full notice period.]

2.2 Dismissal

An employee whose appointment is terminated for any reason will be provided with a written statement of the reasons for the dismissal. The last day of service for pay purposes will be quoted in all letters terminating service and will be the last working day on which the employee attends work or is on paid leave. Where the Company dismisses an employee, it will give the employee his or her full contractual notice and will require the employee to work his or her notice period unless otherwise agreed.

If the Company dismisses an employee without notice, for example in cases of gross misconduct, the Company will explain the reasons for its decisions.

2.3 Redundancy

Where the Company dismisses an employee by reason of redundancy, it will give the employee his or her full contractual notice and will require the employee to work his or her notice period unless otherwise agreed.

2.4 Retirement

An employee who retired must provide the Company with his or her written notice of retirement in accordance with the notice period set down in his or her contract of employment. The employee is required to work their notice unless otherwise agreed.



3. Notice Periods

Subject to employees' terms and conditions of employment, which may set out a longer notice period, **[following the probationary period]** the Company will give employees one week's notice to terminate their contract of employment, with an additional week's notice per completed year of service after two years' continuous service, up to a maximum of 12 weeks.

After the employee's request and with the agreement of the employee's line manager, the employee's notice period may be waived or reduced. In these circumstances, the Company will not pay the employee for the part of the notice period that he or she is not working. The employee will be asked to sign a letter confirming the agreement that has been reached.

4. Rights and Obligations During the Notice Period

During the notice period, the contract of employment particulars will remain in force and the employee will continue to receive full pay and benefits.

The employee remains bound by all obligations and restrictions expressly set out or implied in his or her contract of employment and must not take up employment elsewhere. The Company expects the employee to conduct him or herself in an entirely appropriate manner during the full period of notice. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.

5. Return of Company Property

On termination of employment for whatever reason, employees must deliver up to the Company all property, documentation, records, customer lists, client/prospect database information, memory sticks, magnetic discs, tapes or other software media belonging to the Company which may be in the employee's possession. Employees shall not, without the express written consent of the **[insert name and job title]**, retain any copies. If so required by **[insert name and job title]**, employees will sign a statement confirming that he or she has complied with the requirement.

If the employee fails to return any Company property by the required date, the Company will withhold the whole or any part of any pay due from the Company to the employee up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and no on a replacement cost basis.

6. Garden Leave

If an employee is placed on garden leave for all or part of the notice period, he or she will not be allowed to come to work, i.e. he or she must stay away from the workplace during the garden leave period.

If an employee is placed on garden leave, he or she:

- a) must not attend his or her place of work or any other premises of the Company or any associated company, unless otherwise requested by the company;
- b) may be asked to relinquish immediately any offices he or she holds in the Company or any associated Company;



- c) may or may not be required to carry out his or her normal duties during the remaining period of his or her employment. However, the employee must still be available to be contacted by the Company;
- d) must return to the company all documents, software, equipment, property and other materials (including copies) belonging to the Company or associated company containing confidential information;
- e) must not, without the prior written permission of the Company, contact or attempt to contact any client, customer, supplier, agent, professional adviser, broker, or banker of the Company or any associated company or any employee of the Company or any associated company; and
- f) must not have any contact with another organisation, typically a competitor, during the garden leave period.

If the employee is placed on garden leave, his or her contract of employment will continue in force until the end of the notice period. This means that, during the garden leave period, he or she will:

- a) continue to receive full pay and benefits (with the exception of benefits that are given to allow the employee to do his or her job, such as a work mobile phone or company car) in the normal way;
- b) remain bound by all the obligations and restrictions set out in his or her contract of employment; and
- c) not be permitted to take up other employment during the garden leave period.

7. Pay in Lieu of Notice

The Company may make a payment in lieu of notice for all or any part of an employee's notice period on termination of his or her employment (rather than have the employee work out his or her notice period).

The employee will be paid the payment that he or she would have received if he or she worked out his or her notice period.

8. Holiday During Notice Periods

During the notice period, the Company may require employees to take annual leave accrued for that holiday year but not taken by the date of termination of employment.

If, on termination of an employee's employment, the employee has accrued annual leave that he or she has not taken, he or she will be paid in lieu of annual leave as part of his or her final salary payment.

If, on termination of an employee's employment, he or she has taken paid annual leave in excess of accrued entitlement, he or she will be required to reimburse the Company (by means of deduction from salary if necessary) in respect of this holiday.

9. Deductions from Final Salary

Any sums due to the Company may be deducted from any money owing to the employee on or after the termination of his or her employment.



This includes, but is not limited to, the following: ***[list items that may be deducted from final salary]*** .
If the employee's final salary payment is insufficient to cover the sums owed to the Company the employee will enter in to a contract with the Company for the repayment of all sums owed.

This policy has been approved and authorised by:

Name:

Position:

Date:

Signature:

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