CONFIRMATION OF DISMISSAL WITHOUT NOTICE – GROSS MISCONDUCT

Dear *(name of employee),*

Further to your disciplinary hearing held on *(date)* regarding *(details of incident*)on *(date),* this letter confirms the termination of your contract of employment without notice with effect from *(date).*

At the hearing you were given the statutory right to be accompanied and you chose to [waive this right/have in attendance] *(name of work colleague or trade union official).*

A full investigation of the facts surrounding the complaint against you was made by *(name).* Having put the specific facts to you for your comment at the disciplinary hearing, it was decided that your explanation was not acceptable. In addition, having carefully considered the representations that you made at the hearing, we were not able to find any sufficiently mitigating circumstances. For these reasons, the Company believes it is left with no alternative other than to summarily dismiss you from its employment on the ground of gross misconduct. The gravity of your misconduct is such that the Company believes the trust and confidence placed in you as its employee has been completely undermined.

The Company would refer you to the following aspects of your conduct which are, in the Company’s view, wholly unacceptable and which have led to your summary dismissal:

* *(List each of the gross misconduct complaints which have resulted in the employee’s summary dismissal).*

Your P45 will be sent to you in due course and you will be paid the following amounts:

1. All pay up to and including the effective date of termination of your employment.
2. A sum in respect of accrued but untaken annual leave entitlement (if applicable).

Please note that in accordance with your contract of employment, the Company reserves the right to deduct from your final termination payment a sum in respect of any annual leave taken in excess of your accrued entitlement as at your termination date.

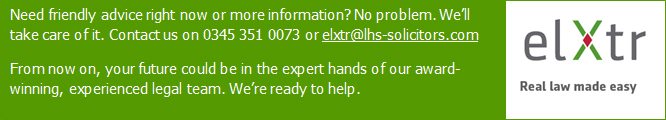
You have the right to appeal against the Company’s decision if you are not satisfied with it. If you do wish to appeal, you must inform the Company in writing in accordance with the Company’s Disciplinary Procedure, a copy of which is attached for your information. If you do appeal, the Company will then invite you to attend an appeal hearing which you must take all reasonable steps to attend.

Hearing conducted by: *(name)*

Yours sincerely,

……………………………

For and on behalf of the Company



**Please note:** Simply Business have teamed up with elXtr to bring you a free, customisable legal document. Simply Business are one of the UK's biggest small [business insurance](http://www.simplybusiness.co.uk/insurance/" \t "_blank) providers, insuring over 400,000 self-employed people and landlords. Because this is a template document, it hasn’t been drafted to meet your individual requirements and it doesn’t constitute legal advice from LHS Solicitors LLP to you.  As well as filling in the obvious gaps (e.g. relevant names and dates), so that you can personalise it for your own use, you might also want to make your own changes to it. Depending on your particular circumstances, it might not contain everything that you need. If you do decide to adapt it in any way, the changes you make are your sole responsibility. Whilst this document isn’t intended to replace the personalised, professional advice you can receive from a solicitor, if you have any questions about it and/or would like legal advice in relation to matters covered by this template document, we can of course help you. All you need to do is get in touch and we’ll talk you through your options on how to get the right legal advice and ensure the document is fully tailored to fit your own requirements. As you’d expect with template materials and general guidance from any similar source to elXtr (a brand owned by LHS Solicitors LLP), we don’t accept responsibility for any action you might take in relation to documentation provided by us.   (We’re also obliged to point out that to the fullest extent permitted by law, and except in respect of death or personal injury arising from our negligence, we exclude liability for any claims, loss, demands or damages of any kind whatsoever with respect to this document including, without limitation, direct, indirect, incidental or consequential loss or damages, whether arising from loss of profits, loss of revenue, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to us.)