**Resignation & Termination — Employee Policy (Kingdom of Saudi Arabia)**

**1. Key points up front**

* If you want to resign you must submit your resignation **in writing** (see Section 3). If your employer does not respond within **30 days**, the resignation is treated as accepted. You have the **right to withdraw** your resignation **within 7 days** of submitting it unless the employer has already accepted it. [Lexology](https://www.lexology.com/library/detail.aspx?g=6d3372f9-efaf-4984-9396-8fef98d46c95&utm_source=chatgpt.com)[Clyde & Co.](https://www.clydeco.com/en/insights/2025/03/ksa-labour-law-amendments-resignations?utm_source=chatgpt.com)
* For **open-ended (indefinite)** contracts the usual notice you must give is **30 days**; the Company must normally give **60 days’** notice if it terminates your contract without cause (these are the standard legal timeframes under the updated labour rules). Confirm the exact required notice in your contract. [King & Spalding](https://www.kslaw.com/news-and-insights/amendments-to-the-saudi-labor-law-approved?utm_source=chatgpt.com)
* If the employer seriously breaches the contract (for example, non-payment of wages, assault, or unlawful reassignment), you may have the right to **resign immediately without serving notice** and still claim entitlements. This is a statutory protection. [Middle East Briefing](https://www.middleeastbriefing.com/news/saudi-labor-law-employee-resignation-employer-termination/?utm_source=chatgpt.com)
* Termination during **probation** is treated differently: probationary employment may be ended quickly (short notice applies — often **one day**) and without the same compensation rules as confirmed employment (check your contract). [DLA Piper GENIE](https://knowledge.dlapiper.com/dlapiperknowledge/globalemploymentlatestdevelopments/2024/Amendments-to-the-KSA-Labour-Law?utm_source=chatgpt.com)[Remote People](https://remotepeople.com/countries/saudi-arabia/hire-employees/probation-period/?utm_source=chatgpt.com)
* On any termination you will receive a final settlement (last salary, unpaid overtime, accrued/unused annual leave, and End-of-Service Benefit) in accordance with law and your contract; the Company will provide a final statement. [HRSD+1](https://www.hrsd.gov.sa/en/knowledge-centre/articles/306?utm_source=chatgpt.com)

**2. Definitions (short)**

* **Resignation:** You (the employee) voluntarily ending your employment.
* **Termination:** The Company ending your employment (with or without cause).
* **Probation:** The initial trial period stated in your contract (may be up to 180 days where stated).
* **Fixed-term contract:** A contract that ends automatically on a specified date or when a project finishes.
* **Indefinite (open-ended) contract:** A normal employment contract with no fixed end date.
* **Notice period:** The time you must continue working (or be paid in lieu) after you submit resignation or after the Company notifies you of termination.

**3. How to resign (step-by-step)**

1. **Write your resignation.** Submit it in writing (email through the HR portal/Qiwa entry or signed letter) to your manager and HR. State your last working day if you are giving notice, or state you are resigning with immediate effect if you are relying on a lawful immediate-resignation ground (see Section 6). Do **not** post-date the resignation — resignations should be effective when submitted (contracts that try to set future-dated resignations are not valid under the updated rules). [Lexology](https://www.lexology.com/library/detail.aspx?g=6d3372f9-efaf-4984-9396-8fef98d46c95&utm_source=chatgpt.com)
2. **Stay at work unless told otherwise.** After you submit your resignation you should continue to work normally during the notice period unless the Company gives written instructions otherwise. If the employer does not reply within **30 days**, the resignation is treated as accepted (so continue to work during those 30 days unless the Company instructs you not to). [Lexology](https://www.lexology.com/library/detail.aspx?g=6d3372f9-efaf-4984-9396-8fef98d46c95&utm_source=chatgpt.com)
3. **Withdrawal right.** You can withdraw (take back) your resignation within **7 days** of submission unless the Company has already accepted it in writing. To withdraw, send a written withdrawal to HR and the manager. If the Company already accepted the resignation you may not be able to withdraw. [Lexology](https://www.lexology.com/library/detail.aspx?g=6d3372f9-efaf-4984-9396-8fef98d46c95&utm_source=chatgpt.com)
4. **Confirm final date.** Once resignation is accepted, HR will confirm your final working day, handover expectations, and final settlement timeline. If the Company asks you to serve all or part of the notice and you agree, you must work until the agreed last day or arrange paid garden leave if provided in your contract.

**4. Notice periods — what applies to you**

* **During probation:** Either party may end the contract with short notice (commonly 1 calendar day or as stated in your contract). Check your contract for the exact probation notice. [Remote People](https://remotepeople.com/countries/saudi-arabia/hire-employees/probation-period/?utm_source=chatgpt.com)
* **Indefinite/open-ended contracts:** Employee giving notice: **30 days** (standard). Employer giving notice: **60 days** (standard). Always check your contract — it may state the exact notice or a longer period. [King & Spalding](https://www.kslaw.com/news-and-insights/amendments-to-the-saudi-labor-law-approved?utm_source=chatgpt.com)
* **Fixed-term contracts:** If your contract is for a fixed term, it normally ends on the agreed expiry date. If either party wishes to end early, the contract may require **30 days’** notice or other agreed terms — read your contract for the exact rule. [CXC](https://www.cxcglobal.com/global-hiring-guide/saudi-arabia/end-of-employment-in-saudi-arabia/?utm_source=chatgpt.com)

**If you do not serve the required notice:** the Company may deduct pay or require compensation equivalent to the notice period as allowed by contract and law. Conversely, if the Company dismisses you without providing the required notice, it must pay you the compensation equivalent to the notice period unless dismissal is for a lawful cause that allows immediate termination.

**5. Resignation during probation**

* If you are on probation you may resign with short notice (often one day) as stated in your contract. The Company can also end your employment during probation with short notice. During probation both parties have greater flexibility to terminate. [DLA Piper GENIE](https://knowledge.dlapiper.com/dlapiperknowledge/globalemploymentlatestdevelopments/2024/Amendments-to-the-KSA-Labour-Law?utm_source=chatgpt.com)[Remote People](https://remotepeople.com/countries/saudi-arabia/hire-employees/probation-period/?utm_source=chatgpt.com)

**6. Immediate resignation without notice (employee’s protected rights)**

You may resign immediately and leave without serving notice if the employer commits a serious breach of the employment contract or the law. Examples of such breaches (illustrative, not exhaustive) include:

* Repeated non-payment of wages.
* Physical assault or serious threats by the employer.
* Being asked to do work that is materially different from your contract without agreement.
* Unsafe working conditions that the employer refuses to remedy.

If you resign for one of these statutory reasons you should document the facts (emails, witness names, medical reports if relevant) and inform HR in writing — you may be entitled to end-of-service payments and other claims. Seek advice from HR or legal if unsure. [Middle East Briefing](https://www.middleeastbriefing.com/news/saudi-labor-law-employee-resignation-employer-termination/?utm_source=chatgpt.com)[Ahysp](https://ahysp.com/the-legal-framework-governing-termination-and-resignation-in-saudi-arabia/?utm_source=chatgpt.com)

**7. Termination by the Company (types and what they mean)**

**A. Termination with notice (no fault / business reasons)**

* The Company may terminate an indefinite contract by giving the contractual/ statutory notice (usually 60 days) and paying wages for the notice period. The Company must pay final entitlements (salary up to termination date, unpaid overtime, accrued leave, ESB). [King & Spalding](https://www.kslaw.com/news-and-insights/amendments-to-the-saudi-labor-law-approved?utm_source=chatgpt.com)[HRSD](https://www.hrsd.gov.sa/en/knowledge-centre/articles/306?utm_source=chatgpt.com)

**B. Termination for cause (serious misconduct)**

* For gross misconduct (e.g., serious breach of discipline, theft, fraud, violence, severe safety breaches), the Company may terminate immediately for cause. In such cases the Company will document the reason, follow any required disciplinary procedure, and your entitlement to certain payments may be affected depending on the law and findings of any investigation. The Company must still follow legal procedures and provide justification. (The Company will explain if dismissal is for cause and the resulting settlement.)

**C. Redundancy / restructuring / business closure**

* If the Company needs to reduce staff for economic reasons, it will follow lawful redundancy procedures and provide notice and statutory entitlements. For collective redundancies there are additional notice/reporting requirements. The Company will consult affected employees and seek redeployment where possible. [Lexology](https://www.lexology.com/library/detail.aspx?g=b3020764-6a14-4c22-a472-f676afe2fcf3&utm_source=chatgpt.com)

**8. Termination during probation (company-initiated)**

* The Company may end your employment during probation with short notice (commonly one day) as stated in your contract. If your probation is lawfully ended you will receive pay for work performed and any statutory entitlements applicable to probationary service. [Remote People](https://remotepeople.com/countries/saudi-arabia/hire-employees/probation-period/?utm_source=chatgpt.com)

**9. Final settlement & End-of-Service Benefit (ESB)**

When your employment ends (by resignation, termination or expiry of a fixed-term contract), the Company will provide a final settlement that typically includes:

* Salary up to the termination date.
* Payment for approved, unpaid overtime and any other earned variable pay.
* Payment for accrued but untaken annual leave (pro-rata), unless contract or law provides otherwise.
* End-of-Service Benefit (gratuity) calculated under Saudi law (the usual practical formula: half a month’s pay for each of the first 5 years, one month’s pay for each additional year; partial years pro-rated). HR will calculate and provide the exact figure at settlement. [HRSD+1](https://www.hrsd.gov.sa/en/knowledge-centre/articles/306?utm_source=chatgpt.com)

Your final settlement will be paid via WPS and HR will provide a final payslip and settlement statement.

**10. Return of Company property & exit checklist**

Before your last working day you must:

* Return any Company property (ID card, laptop, phone, tools, keys, documents).
* Complete a handover of duties to your manager or designate.
* Provide your bank details and any required documents for final payment.

If Company property is not returned, the Company may deduct the replacement cost from your final pay as permitted by law and your signed agreements.

**11. Benefits & insurance after termination**

* Health insurance and other Company benefits typically end on the contractually specified termination date. HR will tell you the exact date your insurance ends and any options for continuing coverage (where allowed). GOSI and other statutory contributions will be stopped as of the last working day and final reporting will be done by the Company.

**12. Iqama, visa and repatriation (for expatriate employees)**

* If you are an expatriate, the Company will cancel your work permit / sponsorship (Iqama) and coordinate repatriation or exit procedures once your final settlement and clearance are complete, in line with your contract and Saudi regulations. If your contract provides return-ticket or repatriation benefits, HR will explain the entitlement and timing. The Company will not cancel your Iqama before final settlement and clearance are completed unless agreed in writing.

**13. Non-disparagement, confidentiality & post-termination obligations**

* Confidentiality obligations in your contract (non-disclosure of Company secrets, customer information, trade secrets) continue after employment ends. You must not use or disclose confidential information after you leave.
* Any post-termination restrictions (non-compete, non-solicit) are enforceable only to the extent they are lawful and reasonable. If you have such clauses, the Company will explain the restrictions and any compensation or enforceability aspects.

**14. References & certificates**

* After termination you are entitled to receive a work certificate showing the period of employment and the last wage (as required by law). The Company will provide this without charge. Personal references beyond factual service dates may be provided at the Company’s discretion.

**15. Disputes, appeals & complaints**

* If you disagree with the reason for termination or with final settlement calculations, raise the matter first with HR. If not resolved, you may bring a complaint to the Ministry of Human Resources & Social Development or to the labour dispute resolution process. Labour claims must generally be brought within the statutory time limits — see MHRSD guidance or ask HR for details. [HRSD+1](https://www.hrsd.gov.sa/sites/default/files/2023-02/Labor.pdf?utm_source=chatgpt.com)

**16. Examples (simple)**

* **You resign from an indefinite contract:** You submit written resignation on 1st June. If you must give 30 days’ notice, your last working day is 1st July unless you and the Company agree otherwise. If the employer does not respond in 30 days, resignation is treated as accepted. [Lexology](https://www.lexology.com/library/detail.aspx?g=6d3372f9-efaf-4984-9396-8fef98d46c95&utm_source=chatgpt.com)
* **Employer terminates without cause:** Employer gives 60 days’ notice for an indefinite contract and pays you for the notice period, plus final settlement. [King & Spalding](https://www.kslaw.com/news-and-insights/amendments-to-the-saudi-labor-law-approved?utm_source=chatgpt.com)
* **You resign because employer did not pay wages for months:** This may qualify as a lawful ground to resign immediately without serving notice — keep records and notify HR in writing. [Middle East Briefing](https://www.middleeastbriefing.com/news/saudi-labor-law-employee-resignation-employer-termination/?utm_source=chatgpt.com)

**17. Frequently asked short Qs (quick answers)**

* **Q: Can I withdraw my resignation?**  
  A: Yes — within **7 days** of submission and before the employer has accepted it. [Lexology](https://www.lexology.com/library/detail.aspx?g=6d3372f9-efaf-4984-9396-8fef98d46c95&utm_source=chatgpt.com)
* **Q: If I resign and don’t serve notice, will I get final pay?**  
  A: The Company will compute final pay. If you fail to serve required notice, the Company may deduct or claim compensation as permitted by your contract or law.
* **Q: How long until I get paid my final settlement?**  
  A: HR will confirm the final settlement timeline; the Company aims to complete settlement within the standard payroll cycle after clearance and return of property, but exact timing depends on payroll cut-offs and checks.
* **Q: Who do I contact to resign or ask about termination?**  
  A: Your manager and **hr@[company].sa**. HR will guide you through the steps and confirm required forms.

**18. Where to find this policy & further help**

* This policy is in the Employee Handbook and on the HR portal. For legal or complex disputes you can ask HR to connect you to the Company’s legal team or you may contact the Ministry of Human Resources & Social Development.