

Dismissal Letter

Letter · UK · Published 2026-09-08 · Square brackets are placeholders to replace with your own details.

A dismissal letter is the written confirmation that an employer is ending an employee's contract — stating the decision and the reasons for it, the date employment ends, the notice position or the fact that none is being given, what happens to outstanding pay, holiday and company property, and how the employee can appeal. This template contains two complete letters: dismissal with notice after a fair process, and summary dismissal for gross misconduct.

This is the document that gets read out loud. If a claim follows, the dismissal letter is where a tribunal starts, and a letter that says less than the decision-maker actually decided is worse than useless — it invites the argument that the real reason was something else. Acas is direct about the minimum: an employer dismissing an employee should tell them why they have been dismissed, when their employment contract will end, their notice period if there is one, and their right to appeal, and it is a good idea to put it in writing.

This template gives you both letter texts with placeholders, a checklist of what must already have happened before either one is sent, the notice and final-pay points people get wrong, who is entitled to written reasons and when, and a blunt account of where summary dismissals actually fail.

When to use this letter

Use letter one where a disciplinary or capability process has run its course and the decision is dismissal with notice — repeated misconduct while a final written warning was live, or a capability process that has reached its end. Use letter two only where the finding is gross misconduct and the decision is to dismiss without notice.

Neither letter suits a redundancy. The Acas Code expressly does not apply to redundancy dismissals or to the non-renewal of fixed-term contracts on expiry, and redundancy carries its own consultation, selection and payment obligations — use the redundancy policy and its process instead. Dismissal during a probationary period is also a different document; the probation termination letter covers it.

Send the letter promptly after the decision. The Acas Code says the employee should be informed as soon as possible of the reasons for the dismissal, the date the contract will end, the appropriate period of notice and their right of appeal — and that decisions and their confirmation should not be unreasonably delayed.

What must have happened before this letter is sent

Every item below should already be on the file when you sit down to write. If any of them is missing, the fix is to go back and do it, not to write a better letter.

- A reason that is capable of being fair — capability or conduct, redundancy, a statutory bar on continuing to employ them, or another substantial reason.
- An investigation proportionate to the allegation, carried out without unreasonable delay. In misconduct cases the Acas Code says that, where practicable, different people should carry out the investigation and the disciplinary hearing.
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Written notification of the case to answer, containing enough information about the alleged misconduct or poor performance and its possible consequences for the employee to prepare — normally with copies of the written evidence, including any witness statements.

- A hearing at which the employee could respond, ask questions, present evidence and call relevant witnesses, and at which they were offered the statutory right to be accompanied.
- Where the sanction depends on it, a live final written warning that was still current on the date of the conduct being relied on — not one that has expired.
- A decision taken by a manager who has the authority to dismiss, after the hearing, on the evidence.
- For a capability dismissal, a documented record of the standard required, the support given, the review dates and what happened at them.
- A check that nothing in the reasoning turns on pregnancy or maternity, whistleblowing, or the employee asserting a statutory right — GOV.UK and Acas list these among the automatically unfair reasons, and Acas says no two years' service is needed to claim automatically unfair dismissal — or on a protected characteristic or a disability-related absence, which are not automatic unfairness but discrimination claims under the Equality Act 2010, and Acas says those need no two years' service either. Any of them needs advice before you go further.
- The notice position worked out from both the contract and section 86 of the Employment Rights Act 1996, and the final-pay numbers ready.

Letter one — dismissal with notice

Private and confidential — [employee name]. [Handed over in person on [date] / sent by email to [address] and posted to [home address]].

[Date]

[Employee name]

[Employee home address]

Dear [first name],

Termination of your employment with [Your company]

I am writing to confirm the outcome of the [disciplinary / capability] hearing held on [date] at [location], chaired by [name, job title]. You attended [accompanied by [companion name, colleague or trade union representative] / unaccompanied, having been offered the right to be accompanied]. Also present was [name, job title].

The hearing considered the following [allegation / concern]: [restate it exactly as it appeared in the invitation letter].

Having considered the evidence, including [the investigation report of [date] / the witness statements of [names] / the records provided to you on [date]], together with the representations you made at the hearing, I have concluded that [set out the findings in enough detail that someone who was not present can follow them — what is upheld, what is not, and why. For example: on [date] you [describe the conduct], contrary

to [policy/procedure/clause]. You said at the hearing that [employee's account]. I preferred the account of [source] because [reason].]

I have therefore decided to dismiss you from your employment with [Your company]. The reason for your dismissal is [state the reason plainly and in the terms you will stand behind — for example: your conduct, namely [summary]; repeated [conduct] while a final written warning issued on [date] remained live; your capability, namely a sustained failure to meet the standard set out in the improvement plan dated [date] despite the support recorded at the reviews on [dates]].

In reaching this decision I considered [the alternatives to dismissal, including [redeployment to [role] / a further final written warning / demotion], and rejected them because [reason]] and took account of [your [length] service / the mitigation you raised, namely [mitigation] / the way [Your company] has treated comparable cases].

Your employment will end on [termination date]. You are entitled to [number] [weeks/months] notice under [your contract of employment / section 86 of the Employment Rights Act 1996, whichever is longer], and [you will work your notice period, reporting as usual to [name] until [date] / you will not be required to work your notice and are placed on [garden leave / paid leave] until [date] / your contract permits payment in lieu of notice and you will be paid [number] [weeks/months] in lieu, less the deductions required by law, in place of working your notice].

Your final pay will be made on [date] by the usual method and will include [pay to your last working day / pay in lieu of notice] plus [number] days' accrued but untaken holiday, less [any deductions your contract expressly allows, itemised]. A payslip showing the breakdown will be issued, and your P45 will follow.

Please return the following [Your company] property to [name, job title] by [date]: [keys, uniform, laptop, phone, security pass, vehicle, files, corporate card — list everything]. [Arrangements for collecting your personal belongings from [location] are: [arrangements].] Your access to [systems] will be withdrawn on [date].

You have the right to appeal against this decision. If you wish to appeal, write to [name, job title] at [email address or postal address] within [number] working days of receiving this letter, setting out the grounds of your appeal. The appeal will be heard without unreasonable delay by [name/role, wherever possible someone not previously involved in the case], and you have the right to be accompanied at the appeal hearing by a colleague or a trade union representative. The outcome of the appeal will be confirmed to you in writing.

The obligations that survive the end of your employment, including [confidentiality / return of property / any restrictive covenants at clause [number] of your contract], continue to apply.

If you have any questions about your final pay, your pension, or anything else in this letter, please contact [name, job title] on [contact details].

Yours sincerely,

[Name]

[Job title], [Your company]

Letter two — summary dismissal for gross misconduct

Private and confidential — [employee name]. [Handed over in person on [date] / sent by email to [address] and posted to [home address]].

[Date]

[Employee name]

[Employee home address]

Dear [first name],

Summary dismissal — termination of your employment with [Your company]

I am writing to confirm the outcome of the disciplinary hearing held on [date] at [location], chaired by [name, job title]. You attended [accompanied by [companion name] / unaccompanied, having been offered the right to be accompanied]. You had been suspended on full pay from [date] while the matter was investigated; that suspension was a neutral act and not a disciplinary sanction.

The hearing considered the following allegation: [restate it exactly as it appeared in the invitation letter, with dates and specifics].

Having considered the evidence, including [the investigation report of [date] / witness statements from [names] / [CCTV, till records, system logs, correspondence] provided to you on [date]], and the explanation you gave at the hearing, I have concluded that [set out the findings and the reasons for them in detail — what you found, on what evidence, and why you rejected the employee's explanation where you did].

I have found that this conduct amounts to gross misconduct as defined in our disciplinary policy, which lists [the relevant category, for example theft or fraud, physical violence, gross negligence, serious insubordination]. It is conduct that fundamentally breaches the contract of employment and destroys the trust and confidence necessary for the employment relationship to continue, because [explain the actual effect — do not rely on the label alone].

I have therefore decided to dismiss you summarily, without notice and without payment in lieu of notice. Your employment with [Your company] ends on [date — normally the date of the decision or the date of this letter], and you should not attend work or represent [Your company] after that date.

In reaching this decision I considered the alternatives, including [a final written warning / demotion / redeployment], and concluded that none of them was appropriate because [reason]. I also took into account [your service, your disciplinary record and the mitigation you raised, namely [mitigation]].

You will be paid for all work carried out up to and including [date], together with [number] days' accrued but untaken holiday. No notice pay is payable. Your final payment will be made on [date] and a payslip and P45 will follow. [If any deduction is being made, state it and identify the contractual clause that permits it.]

Please return the following [Your company] property to [name, job title] by [date]: [keys, uniform, laptop, phone, security pass, vehicle, files, corporate card]. [Arrangements for returning your personal belongings are: [arrangements].] Your access to [systems and premises] has been withdrawn with effect from [date].

You have the right to appeal against this decision. If you wish to appeal, write to [name, job title] at [email address or postal address] within [number] working days of receiving this letter, setting out the grounds of your appeal. The appeal will be heard without unreasonable delay by [name/role, wherever possible]

someone not previously involved in the case], and you have the right to be accompanied at the appeal hearing by a colleague or a trade union representative. The outcome will be confirmed to you in writing.

Your obligations of confidentiality, and [any restrictive covenants at clause [number] of your contract], continue after the end of your employment.

If you have questions about your final pay or your pension, contact [name, job title] on [contact details].

Yours sincerely,

[Name]

[Job title], [Your company]

Notice, pay in lieu, and the date employment ends

- Work out both figures before you fix a date. Section 86 of the Employment Rights Act 1996 sets the statutory minimum for an employee continuously employed for one month or more: at least one week where continuous employment is under two years, at least one week per year between two and twelve years, and at least twelve weeks at twelve years or more. Whichever is longer — contractual or statutory — is what you must give.
- Pay in lieu of notice needs a basis. Section 86(3) of the Employment Rights Act 1996 provides that the section does not prevent either party waiving their right to notice or accepting a payment in lieu, but the employer's right to pay in lieu instead of letting someone work their notice comes from the contract. Acas says a clause allowing it may let the employer insist on payment in lieu; that without such a clause the employer can ask the employee to agree but cannot force it; and that an employee dismissed before their notice period ends, where the contract does not allow it, could bring a tribunal claim for breach of contract. Check the clause before you rely on it.
- State one termination date and use it consistently across the letter, the payroll instruction, the P45 and the HR record. Two different dates in the same file is a gift to the other side.
- Summary dismissal means no notice and no pay in lieu. Acas is explicit that an employee dismissed for gross misconduct leaves immediately, has no notice period and does not get notice pay — which is exactly why the finding of gross misconduct has to be sound.
- Notice pay during a worked notice period is normally the pay the employee would ordinarily receive; Acas says most of the time someone dismissed is entitled to the same pay they would normally get if they work their notice.
- Do not use unpaid suspension as a stopgap. GOV.UK says you can only suspend someone without pay if their contract says you can; otherwise suspend on full pay and investigate. Acas Code paragraph 8 adds that any paid suspension should be as brief as possible, kept under review, and made clear not to be a disciplinary action.

Final pay, holiday and company property

- Accrued but untaken holiday is payable whichever letter you send. Acas states that an employee dismissed for gross misconduct must still be paid for any work not yet paid for, any accrued holiday entitlement built up but not used by the date they leave, and any expenses owed.

- Itemise the final payment in the letter: pay to the last working day, notice or pay in lieu where applicable, accrued holiday in days, expenses, and any deduction with the contractual clause that permits it.
- Deduct only what the contract expressly allows, and say which clause you are relying on. Unexplained deductions from a final payment turn a clean dismissal into a separate claim.
- Acas says a worker should get their final pay on the date they are normally paid, so state that date rather than "in due course", and tell them a payslip and P45 will follow — the employer must give a P45 when someone leaves.
- List every item of property to be returned, with a date and a named person to return it to, and record what actually comes back. "Company property" as a category returns nothing.
- Withdraw systems and premises access on a stated date, and tell the people who need to know — but keep the reason for the dismissal confidential. Acas advises that the outcome of a disciplinary procedure should remain confidential and that employers should respect the confidentiality of the person dismissed when telling colleagues and clients that they have left.

Written reasons for dismissal — who is entitled and when

A dismissal letter and a statutory written statement of reasons are two different things, and a good letter usually satisfies both. Section 92 of the Employment Rights Act 1996 gives employees the right to a written statement of the reasons for their dismissal, to be provided within fourteen days of a request; [legislation.gov.uk](https://www.legislation.gov.uk) states the general qualifying period as not less than two years' continuous employment.

- Pregnant employees and employees on maternity or adoption leave: Acas states the employer must put the reasons in writing regardless of how long they have been employed, and section 92 gives that entitlement without the employee having to request it.
- Everyone else with the qualifying service: they must ask, and the statement is due within fourteen days of the request.
- The statement is admissible in evidence in proceedings, so treat the reason you give as the reason you will be defending. Changing the stated reason later is one of the most damaging things an employer can do to its own case.
- Write the reason in enough detail that it stands alone. "Gross misconduct" is a category, not a reason; "gross misconduct, namely [what the employee did, when, and to what effect]" is a reason.
- Keep the letter and the statement consistent with the hearing record, the invitation letter, and what you told the employee in the room.

The appeal and how to run it

- Offer the appeal in the letter with a named recipient, a route and a deadline. GOV.UK lists giving the employee the chance to appeal among the things a tribunal considers when judging whether an employer acted reasonably, and the statutory right to be accompanied applies at the appeal hearing — say so in the appeal invitation as well as the dismissal letter.
- Ask for the grounds in writing, as the Acas Code suggests, but hear an appeal that is imperfectly worded rather than rejecting it on form.

- Hear it without unreasonable delay and, wherever possible, with a manager who has not previously been involved. In a small business, name in your policy who that will be.
- Confirm the outcome in writing as soon as possible. An appeal can uphold the dismissal, substitute a lesser sanction, or reinstate.
- If the appeal succeeds and the employee gets their job back, Acas notes this is sometimes called a "vanishing dismissal", and the employee cannot then bring an unfair dismissal claim about it — which is a good reason to run appeals properly rather than as a formality.

Where employers lose: summary dismissal without a fair process

The most expensive mistake in this whole area is treating "gross misconduct" as a licence to skip the procedure. It is not. The Acas Code says that some acts, termed gross misconduct, are so serious in themselves or have such serious consequences that they may call for dismissal without notice for a first offence — but that a fair disciplinary process should always be followed before dismissing for gross misconduct. GOV.UK puts the same point in employer's terms: tribunals may rule a summary dismissal procedurally unfair, and if you feel summary dismissal is your only choice, you must still follow a fair procedure as you would for any other disciplinary matter.

- Dismissing on the spot, in the moment, with no investigation and no hearing. Even where the conduct is obvious and admitted, the process still has to happen.
- Suspending without pay where the contract does not allow it. GOV.UK says you can only suspend without pay if the contract says you can; otherwise suspend on full pay.
- Labelling conduct gross misconduct that your own disciplinary rules never listed. The Code says disciplinary rules should give examples of acts the employer regards as gross misconduct — theft or fraud, physical violence, gross negligence or serious insubordination are the examples it gives.
- A decision taken by someone without authority to dismiss. The Code says a decision to dismiss should only be taken by a manager who has that authority.
- No appeal, or an appeal heard by the same person who dismissed. Both are avoidable and both are routinely cited.
- A dismissal letter that says less than the decision-maker decided, then a fuller reason produced later. The tribunal will ask why the reason grew.
- Assuming short service means no risk. Automatically unfair reasons — GOV.UK lists pregnancy and maternity, whistleblowing and trade union membership among them — need no qualifying service, and Acas says a discrimination claim under the Equality Act 2010 does not need two years' service either. GOV.UK also states that from 1 January 2027 most employees will be able to claim ordinary unfair dismissal after six months rather than two years.

Delivery and records

- Tell the employee the decision in person where you can, then send the letter the same day. Where they are absent or have left the meeting, send it by post to their home address and by email, and keep proof of sending.
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Send letter two the same day as the decision — the termination date in a summary dismissal is normally the date of the decision, so a letter that arrives a week later reads as an afterthought.

- File the letter with the invitation, the investigation report, the evidence bundle, the hearing notes and the decision record. Acas advises keeping a written record of all disciplinary cases.
- Keep the records confidential and only for as long as necessary under data protection law, in line with your data retention policy — and note that if you later give a reference it must be fair, accurate and consistent with others, which may mean disclosing disciplinary action.
- Instruct payroll in writing with the termination date, the notice position, accrued holiday and any permitted deductions, so the payslip matches the letter.
- Run the leaver steps in your exit and leaver procedure — access removal, property, pension, final payslip and P45 — and record who did each one.

How to use this template

1. Check the file against the "what must have happened" list before drafting; if something is missing, go back and do it rather than writing around it.
2. Choose the right letter: dismissal with notice after a fair conduct or capability process, summary dismissal only where the finding is gross misconduct.
3. Work out the notice position from the contract and section 86 of the Employment Rights Act 1996 together, and use the longer of the two.
4. Replace every [bracketed placeholder] and write the reason in enough detail that it stands alone — "gross misconduct" is a category, not a reason.
5. Include the appeal paragraph with a named recipient, a route and a deadline taken from your disciplinary policy, and honour it.
6. Send it promptly with proof of delivery, instruct payroll in writing so the final payslip matches the letter, and file everything on the confidential file.

Official guidance

- › [GOV.UK — Dismissing staff: fair dismissals](#)
- › [Acas — Dismissals with and without notice](#)
- › [Employment Rights Act 1996, section 86 — minimum notice](#)
- › [Employment Rights Act 1996, section 92 — written statement of reasons for dismissal](#)
- › [GOV.UK — Dismissing staff: eligibility to claim unfair dismissal](#)

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