

## [INDIVIDUAL REDUNDANCY – POOLED ROLES]

### LETTER TO EMPLOYEE CONFIRMING REDUNDANCY DISMISSAL

#### GUIDANCE NOTES:

- This letter template needs to be tailored to the particular circumstances which apply. Where information is needed, this is flagged in capitals. Where lowercase text is enclosed in square brackets this means you need to consider whether this content is relevant and applicable to your particular situation.
- Once an individual is identified as at risk of redundancy (even in a collective redundancy situation where there is consultation taking place with a recognised trade union or appropriate elected representatives) the Company must undertake consultation with the individual about their personal situation and how the redundancy may be avoided. This letter template can therefore be used in both individual and collective redundancy situations.
- Accompaniment at consultation meetings by a work colleague or a trade union representative is recommended best practice but not a legal requirement. Also, check any redundancy policy or union recognition agreement with regard to procedure and any representation rights.

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#### TEMPLATE LETTER:]

Dear **[NAME]**

#### NOTIFICATION OF DISMISSAL FOR REDUNDANCY

I am writing further to our meeting on **[DATE]**. I have carefully considered the points which you raised during the course of our various consultation meetings. I have concluded, however, that the suggestions which you made are not practicable because **[EXPLAIN WHY HERE]** and that, in view of the business circumstances and needs, there is no feasible way of avoiding your dismissal by reason of redundancy.

Unfortunately, therefore, you will be dismissed by reason of redundancy with effect from **[DATE]**.

**Where working during notice period]** You are by way of this letter being given [X] [weeks] [months] notice which you will be required to work [and effect a handover of any work to **[NAME]** accordingly.]

**[Where placing on garden leave during notice period\*:** You are by way of this letter being given [X] [weeks] [months] notice of termination of employment. We will not require you to work between now and the termination date to give you more opportunity to find a new position. You will therefore be on Garden Leave in accordance with your employment contract during this time.] [If any other possible alternative positions arise during your notice period, these will be discussed with you.]

**[Where paying in lieu of notice:** We will not require you to work your notice period. Your last working day will therefore be [date] and you will be paid your salary [and contractual benefits] in lieu of your notice period.]

To confirm, you will receive:

- Your salary and benefits up to the termination date paid in the usual way;
- A payment in respect of any entitlement to accrued holiday;
- [A payment in lieu of your notice entitlement]
- [A statutory redundancy payment of £[x]]
- [An ex gratia payment of £[x] [subject to you signing the agreement at the bottom of this letter OR subject to you entering into the enclosed settlement agreement.]

**[Where using settlement agreement:** You will need to take the settlement agreement to an independent solicitor for advice on its terms and effect and return this to us by [date]. The Company will offer a contribution of £[x] plus VAT towards your legal costs in relation to the settlement agreement. Please note that this contribution is only payable if the settlement agreement is signed and returned to the Company. If you subsequently decide not to sign the settlement agreement then you must cover your own legal costs relating to advice on the same.

Please also be aware that the offer of a settlement agreement together with the agreement itself is 'without prejudice and subject to contract'. This means that the information and any subsequent communications cannot be disclosed or relied upon later as evidence in court or tribunal proceedings, and that the terms set out in the settlement agreement will only be legally binding if the agreement is signed by both you and the Company.

The proposal for a settlement agreement and associated discussion is on a strictly confidential basis. If the contents of our discussions are not kept strictly confidential then we will not proceed down the settlement agreement route.]

You have the right to appeal against this decision to dismiss you by reason of redundancy. If you wish to appeal, you should do so in writing to [name], such letter to reach them by [date]. Please note that your appeal grounds should be limited to issues other than the scores attributed to you as part of the selection process (as you previously had the opportunity, as part of the consultation process, for the scoring to be reviewed by the Company).

If you have any questions, please contact me.

Yours sincerely

**[NAME]**  
**[POSITION]**

[Enc. Settlement agreement]

**[\*NOTE: You can only place on Garden Leave if employment contract allows this or the employee consents. Period of Garden Leave should not be excessive.]**

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