

Notice periods

1 . What a notice period is

When someone with the [legal status of employee](#) leaves a job, they usually have to work a notice period. A notice period is the amount of time an employee has to work for their employer after they resign, are dismissed or made redundant.

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

How much notice an employee must work depends on:

- how long they have worked for their employer
- what's in their employment contract or [written statement of employment particulars](#)
- whether they have been dismissed, made redundant or have resigned

2. Dismissal or redundancy

When someone with [the legal status of employee](#) is dismissed or made redundant, an employer must give them at least the statutory notice period.

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

The statutory notice period is the legal minimum notice period if an employee has worked for an employer for at least a month. It is an agreed amount of time they have to work for their employer after their redundancy or dismissal is confirmed.

If they have worked for the employer for:

- 1 month to 2 years – statutory notice is 1 week
- 2 to 12 years – statutory notice is 1 week for each full year they have worked
- 12 years or more – statutory notice is 12 weeks

For example, if an employee has worked for their employer for 4 years and 9 months, they're entitled to a statutory notice period of 4 weeks.

Contractual notice

The employer may give more notice than the statutory minimum, but they cannot give the employee less. This is called 'contractual' notice.

Contractual notice periods might be in:

- the employee's contract
- the written statement of employment particulars
- a staff policy

An employee should talk to their employer if they're not sure how much notice they'll get.

[Find out more about employees' rights during redundancy](#)

Possible exceptions to the statutory notice period

There are exceptions to the rules on notice period and pay.

Gross misconduct

If the employer believes the employee has done something serious enough to justify dismissing them for [gross misconduct](#), the employee would not be entitled to the statutory notice period or any payment for it.

An agreement between the employer and employee

The employer and employee can agree to reduce the notice period, if it works for both of them.

For example, an employee might prefer to give up some of their notice period and pay, so they can start a job earlier somewhere else. If an employer and employee have an agreement like this, it should be put into writing, like in an email.

[Find out more about when an employee is not required to work their notice period](#)

What to do if an employer does not give correct notice

If an employee thinks an employer has not given them the correct notice period, they should raise this with the employer. It's usually best to raise the problem informally first. Find out more about [raising a problem at work](#).

If they've tried all options to resolve the issue, they might be able to make a claim for [wrongful dismissal](#) to:

- [an employment tribunal](#)
- county court in England and Wales
- sheriff court in Scotland

[Read about pay during the notice period](#)

3. Resignation

When someone with [the legal status of employee](#) resigns from their job, they usually have to work a notice period. This is an agreed amount of time they have to work for their employer after their resignation is confirmed.

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

An employee's [written statement of employment particulars](#) must say how much notice they have to give their employer. This might also be in their employment contract.

By law, if an employee has worked for less than 1 month and their written statement does not say the notice period, they do not have to give any notice.

- If they have worked for at least 1 month, they must give a minimum of 1 weeks' notice. This is unless: the employer has seriously breached the employee's contract – for example by insisting they're moved to a workplace that's an unreasonable distance away
- the employee and employer instead come to an alternative arrangement that works for both of them – for example taking leave instead of working the full notice period

Resigning in response to a serious breach of contract

If an employee intends to resign because they believe their employer has seriously breached their employment contract, they might consider a claim of [constructive dismissal](#). This can also affect the notice period.

For more advice on exceptions to the statutory notice period, you can [contact the Acas helpline](#).

Contractual notice to resign

The employee's contract, written statement of employment particulars or a staff policy might say an employee needs to give more notice than the statutory minimum to resign.

If an employee does not give enough notice when resigning

If an employee wants to [leave their job without working all their notice](#), it's worth discussing options that could work for both them and the organisation. To avoid confusion, it's helpful to put any other agreement reached in writing, for example in a letter or email.

If an employee does not give enough notice, and the employer does not agree an alternative with them, the employee is likely to be breaching their contract.

If the employer has already seriously breached the contract in some way, the employee could be entitled to leave without working the contractual amount of notice.

Some employment contracts include possible implications for employees who do not give enough notice. For example, the contract might allow the employer to make a deduction from wages if they have to pay to get an agency worker as a quick replacement.

The employer might be able to make a claim to the county court in England and Wales or the sheriffs court in Scotland to recoup these costs from the employee.

An employee could face other consequences, for example, for their [job references](#). This could be particularly important if their job is:

- in financial services
- involves responsibility for others' welfare – for example a care worker

[Find out more about resignation](#)

4. When the notice period starts

The employment contract of someone with the [legal status of employee](#) might say when the notice period starts.

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

If an employee's contract does not say when the notice period starts, the notice period starts the day after:

- the employee tells the employer they're resigning
- the employer tells the employee in person that they're being dismissed or made redundant

If an employer gives notice in writing, the notice period would start when the employee has had a reasonable amount of time to read it.

Examples

If the employee is only told in a letter sent by registered post, their notice period might start the day after they have received the letter so they have had time to read it.

If the employee is on holiday and is only told by letter, their notice period might start after they have returned home and had time to read it.

Related content

[Dismissals](#)

[Resignation](#)

[Your rights during redundancy](#)

5. When an employee does not have to work notice

Instead of working their notice period, someone with the [legal status of employee](#) may:

- ask to leave during their notice period
- be offered payment in lieu of notice (PILON)
- be offered garden leave

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

Leaving during a notice period

The employee can ask if they can leave before their notice period ends.

They should get agreement from their employer in writing. If the employee does not get agreement to leave early they could be in breach of contract.

If the employee leaves early, the employer only has to pay them for the time that they've worked.

Payment in lieu of notice (PILON)

A clause in an employee's contract might allow payment instead of working their notice. This is called 'payment in lieu of notice' or 'PILON'. This means they would stop working straight away.

Depending on the wording of the clause, the employer might be able to insist on payment in lieu of notice.

The employer must give the employee full pay for their notice period. The contract will end straight away, so it's unlikely they'll have to provide other contractual benefits.

If it's not in the contract

The employer can ask the employee to agree to payment in lieu of notice.

If the employee agrees, the employer must give them full pay for their notice period. The employer might agree to provide other contractual benefits.

The employer cannot force an employee to agree to payment in lieu of notice if it's not in their contract.

An employee could make a claim to an employment tribunal for breach of contract if they're dismissed sooner than their notice period ends.

If you are an employer considering payment in lieu of notice and it's not in your employee's contract, you should [get legal advice](#).

Garden leave

Garden leave (or gardening leave) is when an employer tells an employee not to work either part or all of their notice period.

This could be because the employer does not want the employee to have access to sensitive or confidential information they could use in a new job.

The employee must get paid as usual during their notice period, including for any work benefits in their contract.

The employee is still employed during garden leave, even though they're not working.

Related content

[Final pay when someone leaves a job](#)