

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](#)