

## Step 7 Give notice

If you've selected someone for redundancy, you must give them notice. You can only give notice once you've finished the consultation and selection process.

Redundancy only applies to those with the [legal status of employee](#).

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

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

### How to give notice

You should meet with each employee who's been at risk of redundancy. It's best to do this face to face, but if this is not possible, you should talk with them on a call.

You should allow them to be accompanied at the meeting.

For those selected for redundancy, you should also put the details of their redundancy in writing. This can be by letter or email.

You should include:

- how they scored in the selection criteria and why they received that score
- their notice period and leaving date
- how much redundancy pay they'll get and how you calculated it
- any other pay due to them, for example holiday pay
- when and how you'll pay them
- how they can appeal the redundancy decision

Employees may want to know how others have been scored. You should not share other employees' scores. You could show how everyone scored overall, as long as you can keep it anonymous.

[Use our redundancy letter templates](#)

### How much notice you should give

By law (Employment Rights Act 1996), there are 'statutory notice periods'. These are the minimum amounts of notice you must give.

If an employee has worked for you 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

Some contracts might have longer notice periods, but you cannot give less than the legal minimum.

[Find out more about notice periods](#)

## If you want to withdraw notice

Once you've given your employee notice of redundancy, including the date their employment will end, you cannot withdraw it unless the employee agrees.

### If the employee agrees

If your employee agrees, they will continue working. They will not get redundancy pay, but they will keep their continuity of employment.

### If the employee does not agree

If your employee does not agree and they leave at the end of their notice period, it could affect their entitlement to redundancy pay.

They might not be entitled to redundancy pay if you're offering for them to stay in the same job on the same terms and conditions.

This could be because:

- there is no longer a redundancy situation
- the employee is unreasonably refusing suitable employment

If you offer them a different job, whether they're entitled to redundancy pay will depend on whether the job is [suitable alternative employment](#).

## If your employee wants to leave early

If you've given an employee notice of redundancy, including their dismissal date, they might want to leave early. For example, if they've already found another job.

To leave early and protect their right to redundancy pay, an employee needs to give you 'counter-notice' during the 'obligatory period'.

'Counter-notice' means the employee is giving their own notice to end employment, which is different from the notice you have given them. They must give you notice in writing, for example in a letter or email. They should give you as much notice as possible.

The 'obligatory period' is the period equal to their normal [notice period](#), counting back from their dismissal date.

### Example of giving counter-notice

An employer is making some employees redundant. They give everyone 12 weeks' notice in writing, stating their date of dismissal.

Sam is entitled to 12 weeks' notice because they've worked for the employer for over 12 years. Their obligatory period is the whole of their notice period. They can give counter-notice at any time in the 12 week period.

Pat is entitled to 3 weeks' notice because they've worked for the employer for 3 and a half years. Their obligatory period is the last 3 weeks before their dismissal date. They must give counter-notice in those 3 weeks to protect their right to redundancy pay.

Jo has only worked for the employer for 2 years, but their contract says they're entitled to 1 month's notice. Their obligatory period is the last month before their dismissal date. They must give counter-notice in that month to protect their right to redundancy pay.

### **If you do not want your employee to leave early**

You can give further notice to your employee in writing that states:

- you require them to withdraw their counter-notice
- you will not give them redundancy pay if they leave early

If they still decide to leave early, you might consider that they have resigned and decide not to give them redundancy pay.

If this happens, the employee can make a claim to an employment tribunal. The tribunal judge would decide whether you should pay all, part or none of the redundancy pay.

You should be open to discussion about leaving early. You should balance your need for employees to stay against their need to find new work.