**[TO BE TYPED ON LETTERHEADED NOTEPAPER]**

[EMPLOYEE’S NAME]

[ADDRESS]

[DATE]

**By [email] [registered post] [hand]**

Dear [employee’s name]

**Outcome of sickness absence meeting**

I write to confirm the outcome of the sickness absence meeting held on [date].

[You attended the meeting with [name]./ You decided not to attend the meeting with a companion.]

[I attended the meeting with [name] to take notes of our discussion. I enclose a copy of the notes for your information. If you have any amendments that you would like reflecting in the notes, please handwrite them on to the notes and return them to me by [date seven days from the date of this letter].]

[Following our meeting I investigated with [name of colleagues] the following points: [details] and found as follows: [details of findings from investigation]].

Since we issued the final warning on [date] you have been absent on the following days for the following reasons:

|  |  |
| --- | --- |
| **Date** | **Reason** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

I do not consider that your sickness absence has sufficiently improved. Having taken into account the following circumstances regretfully we cannot continue with your employment[[1]](#footnote-1):

* [Medical evidence and your current prognosis state that [details];]
* [The effect your absence has been having on our organisation including your colleagues and clients. In particular [insert details of particular problems the absence has caused;]
* [We have considered alternative work/roles for you of [details] but [that/they] [is/are] not workable because [details];]
* [The reasons and length of your absence are unpredictable and there has been no recent pattern of improvement;]
* [Your level of absence is unlikely to improve over the next [number] months;]
* [Your performance in your role has suffered to such an extent and looks set to continue to do so that we are not able to continue with you in the same position because [details];]
* [Despite the previous warnings your absence levels have not improved;]
* [We have [made/considered] the following reasonable adjustments which appear to have had little or no impact on your absence levels: [details].]

I have decided that your employment will be terminated on ill health grounds[[2]](#footnote-2).

[You do not benefit from any permanent health insurance policy which might assist you in the circumstances.[[3]](#footnote-3)]

The following arrangements apply to the termination of your employment:

1. [[4]](#footnote-4)[You will be asked to work [number] [weeks’/months’] notice.]

OR

[Rather than requiring you to attend work during your notice period, we have the contractual right to pay you in lieu of notice under clause [number] of your contract. You will not therefore be required to work your notice period. Instead we will pay you in lieu of [your salary/your salary and benefits] for your notice period.]

OR

[We have the contractual right to place you on garden leave during your notice period. During that garden leave period you must follow the terms of the garden leave clause within your contract and in particular you must:

* 1. Return any information, property and documents belonging to us;
  2. Assist in the handover of work to us;
  3. Not work for anyone else;
  4. Not speak with any employee, supplier, agent, client or customer of ours; and
  5. Not attend our premises or those of our suppliers or customers.]

1. The date of termination of your employment [is/will be] [date] (“the Termination Date”).

[During any notice period you remain employed by us and access to our systems and any email account you hold will be suspended.]

1. [In accordance with clause [number] of your contract of employment, you will be required to use all accrued untaken holiday during your notice period. Please accept this letter as notice of the requirement that you use all of your accrued holiday entitlement that you have not taken already, during your notice period.] OR [You will be paid in lieu of [number] of days accrued untaken holiday on termination unless you take such holiday prior to the Termination Date.] OR[You have taken more annual leave than you have accrued. A deduction will be made from your final payment to reflect this.]
2. Both before and after the Termination Date, you must keep confidential any confidential information that you have seen or had access to in respect of our organisation, our clients and customers, our employees and our suppliers. You must delete irretrievably any confidential information belonging to us which you have stored on any personal laptop or equipment of yours. [Please refer to clause [clause number] of your contract of employment for full details of your obligations in respect of confidential information during and after the end of employment with us.]
3. [After your employment with us has ended you will continue to be bound by the post-termination restrictions set out in clause [clause number] of the enclosed contract of employment for [number] months after the Termination Date. You should ensure that you have shown a copy of your post-termination restrictions to any future employer so that they understand the limits that are imposed upon you by us. [We have recently discussed with you what these post-termination restrictions mean in respect of your activities over the next [number] months. You understand the restrictions and have already agreed to be bound by them.]]
4. On and following the Termination Date, you must not imply or suggest that you are in any way connected with us and must remove any reference to us on any social media site, including LinkedIn (apart from reference to us as your previous employer).
5. [In accordance with clause [number] of your contract of employment] you must transfer to us of all contacts and contact information and contact details which you have gained and recorded during your employment with us whether stored in your LinkedIn account, mobile phone, company mobile phone or email or Outlook account and confirm this has been completed and then irretrievably delete such details.]
6. You must return to me all documents, passwords, property and information belonging to us or gained by you during your employment before [date].
7. We will forward your P45 to you after the Termination Date.
8. [Insert any other relevant handover details or provisions.]

You have the right to appeal against your dismissal. If you wish to appeal, you must do so in writing to [name] by [date] [in accordance with our sickness absence policy]. You must state clearly your grounds for appeal in full.

Yours sincerely,

[Name]

[Position]

For and on behalf of [organisation]

1. Delete the following bullet points as appropriate. [↑](#footnote-ref-1)
2. You should always take advice from Halborns before dismissing an employee for ill health reasons. In particular, if there is a permanent health insurance policy covering the employee or the employee is disabled a dismissal could be high risk and needs managing carefully. [↑](#footnote-ref-2)
3. If the employee could benefit from a permanent health insurance policy which is already in place, contact Halborns immediately – dismissal where there is a permanent health insurance policy in place covering the employee could mean you have to step into the shoes of the insurer (which could be incredibly expensive!). [↑](#footnote-ref-3)
4. The laws around what the individual is entitled to be paid if they are absent during notice are complicated. Please take advice so that you’re clear on what the employee is entitled to be paid. [↑](#footnote-ref-4)