



Employment Rights Act 1996

1996 CHAPTER 18

PART IX

TERMINATION OF EMPLOYMENT

Written statement of reasons for dismissal

92 Right to written statement of reasons for dismissal

- (1) An employee is entitled to be provided by his employer with a written statement giving particulars of the reasons for the employee's dismissal—
 - (a) if the employee is given by the employer notice of termination of his contract of employment,
 - (b) if the employee's contract of employment is terminated by the employer without notice, or
 - (c) if the employee is employed under a contract for a fixed term and that term expires without being renewed under the same contract.
- (2) Subject to subsection (4), an employee is entitled to a written statement under this section only if he makes a request for one; and a statement shall be provided within fourteen days of such a request.
- (3) Subject to subsection (4), an employee is not entitled to a written statement under this section unless on the effective date of termination he has been, or will have been, continuously employed for a period of not less than two years ending with that date.
- (4) An employee is entitled to a written statement under this section without having to request it and irrespective of whether she has been continuously employed for any period if she is dismissed—
 - (a) at any time while she is pregnant, or
 - (b) after childbirth in circumstances in which her maternity leave period ends by reason of the dismissal.
- (5) A written statement under this section is admissible in evidence in any proceedings.

Status: This is the original version (as it was originally enacted).

- (6) Subject to subsection (7), in this section “the effective date of termination”—
- (a) in relation to an employee whose contract of employment is terminated by notice, means the date on which the notice expires,
 - (b) in relation to an employee whose contract of employment is terminated without notice, means the date on which the termination takes effect, and
 - (c) in relation to an employee who is employed under a contract for a fixed term which expires without being renewed under the same contract, means the date on which the term expires.
- (7) Where—
- (a) the contract of employment is terminated by the employer, and
 - (b) the notice required by section 86 to be given by an employer would, if duly given on the material date, expire on a date later than the effective date of termination (as defined by subsection (6)),
- the later date is the effective date of termination.
- (8) In subsection (7)(b) “the material date” means—
- (a) the date when notice of termination was given by the employer, or
 - (b) where no notice was given, the date when the contract of employment was terminated by the employer.

93 Complaints to industrial tribunal

- (1) A complaint may be presented to an industrial tribunal by an employee on the ground that—
- (a) the employer unreasonably failed to provide a written statement under section 92, or
 - (b) the particulars of reasons given in purported compliance with that section are inadequate or untrue.
- (2) Where an industrial tribunal finds a complaint under this section well-founded, the tribunal—
- (a) may make a declaration as to what it finds the employer’s reasons were for dismissing the employee, and
 - (b) shall make an award that the employer pay to the employee a sum equal to the amount of two weeks’ pay.
- (3) An industrial tribunal shall not consider a complaint under this section relating to the reasons for a dismissal unless it is presented to the tribunal at such a time that the tribunal would, in accordance with section 111, consider a complaint of unfair dismissal in respect of that dismissal presented at the same time.