



LexisNexis®

Termination letter — termination for poor performance

Description: This is a precedent letter informing an employee of his or her termination of employment due to poor performance.

Authors: Joe Catanzariti
Partner, Clayton Utz

Michael Byrnes
Special Counsel, Clayton Utz

A collection of authoritative precedents from your most trusted source is available on <http://www.lexisnexis.com/store/precedents>.

This precedent is also available via subscription to the LexisNexis product the [Australian Encyclopaedia of Forms and Precedents](#).

This document is provided to you pursuant to our Terms & Conditions available on the LexisNexis website. You agree to use the document and its contents in accordance with those terms for the limited purpose of research, giving professional advice to clients, assistance in drafting of agreements, submissions, reports and other like documents in the ordinary course of your business. You agree not to distribute, display, on-sell or transmit this document for any purpose except as permitted above.

The document is prepared by the author and is not intended to and does not constitute legal advice whatsoever. Neither LexisNexis nor the author warrants that this document is fit for any specific purpose or is free of any, errors, omissions or defects. You should satisfy yourself that it is appropriate for your own intended use. Neither LexisNexis nor the author accept any liability, loss or damages resulting from or connected with the use of the document.

Termination letter

[Please note that if an employee has jurisdiction to challenge a termination, a termination may be challenged if the employee was not provided with the warnings or to improve his/her behavior.]

[Date]

[Insert name]

[Insert address]

Dear *[insert employee's first name]*,

Termination of employment

As you are aware, the Company has been provided with formal written warnings and counselled about your performance on *[insert date]*.

It has been made very clear to you that *[insert area which was identified for improvement]*. Despite these warnings, the support provided, there has been no improvement in *[insert area]*.

[Alternative 1: Termination on the provision for it] clause *[insert]* of your contract of employment, your employment effective on *[insert termination date]* as specified in the applicable contract of employment.

[Alternative 2: Termination on the provision for it] **payment in lieu of notice may only be provided for it** Accordingly, the Company's employment effective on *[insert date]*. In accordance with the applicable contract of employment, *[insert employer]* will provide you with a payment in lieu of notice.

You will be paid the following:

- your accrued statutory leave entitlement
- your accrued and unpaid income tax

These amounts will be subject to taxation. The amounts will be paid into your bank account and also be paid into your superannuation fund.

[Employer's name] expects that you will sign the contract of employment contract, including the confidentiality clause, to protect its confidential information.

The Company wishes you all the best in your future endeavours.

Yours faithfully,

[insert]

LexisNexis Sample