



LexisNexis®

## Termination letter — termination for serious misconduct

**Description:** This is a precedent letter informing an employee of his or her termination of employment due to serious misconduct.

**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 before terminating an employee, the Company should have cogent evidence of the misconduct.]

[Date]

[Insert name]

[Insert address]

Dear [insert employee's first name],

**Termination of employment**

The Company was informed that you engaged in misconduct, including *employee/sexually harassing another employee*, and you were given an opportunity to correct the behavior.

Based on the information that the Company received, the Company hereby notifies you of the immediate termination of your employment.

You will be paid the following:

- your accrued statutory leave entitlement
- your accrued and unpaid income to the date of termination

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

[Employer's name] expects that you will sign a non-disclosure contract of employment contract, including a clause to protect its confidential information.

Yours faithfully,

[insert]

LexisNexis Sample