

## Employment Update

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This month we look at a case about the precise date from which notice to terminate employment starts to run. While this appears to be a technical matter the importance of the case is that the date notice starts to run is used to determine the deadline for bringing a tribunal claim. We also update you on the Bribery Act.

### Time is of the essence - when does a notice period begin?

The Employment Appeal Tribunal (EAT) has made a decision on the tricky issue of when notice to terminate employment is given. It might be assumed that this is straight forward to determine when either the employee was told by their employer that their employment was to end or received a letter or email telling them when it is to terminate. However, to determine the precise date is not so simple!

In the case of *Wang v University of Keele*, Mr Wang was dismissed from his job at the University of Keele by notice given in a letter that was emailed to him at 4.40pm on 3 November 2008. The letter stated that he was being given three months' notice. Mr Wang read the email sometime later that day. When he received a copy of the letter some days later it was accompanied by another letter that stated his pay would stop on 2 February 2009.

Mr Wang lodged a claim for unfair dismissal on 2 May 2009. Before considering the merits of the claim, the Employment Tribunal had to decide whether his claim had been lodged within three months of the date of termination of his employment. They found that notice ran from 3 November to 2 February and therefore the claim should have been lodged by 1 May 2009. Mr Wang had lodged his claim out of time and so it could not be heard.

Mr Wang appealed against the decision. On appeal the EAT held that when either verbal or written notice is

given, the notice period starts to run on the following day. Therefore, in this case, notice ran from 4 November. The dismissal took effect on 3 February so Mr Wang had submitted his claim in time. The fact that Mr Wang had only been paid until 2 February and stopped work on that date was irrelevant. Notice, once given, cannot be shortened without agreement.

Employers and employees will need to take note of this case when calculating the time limit for bringing a claim. The case also has implications for employers where the date of termination is important, for example if the employer wants to terminate the contract before the employee has completed a year's continuous employment.

### Bribery Act

We mentioned in last month's Bulletin that the coming into effect of the Bribery Act had been delayed. The Government has now published the guidance to the Act and confirmed that it will come into force on 1 July this year. You should have received a copy of John Halton's Bulletin on the Act, but if you would like a copy, please contact me.



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