

EMPLOYER CALCULATOR ·
THE PLAIN-ENGLISH EMPLOYER SERIES

The New Starter Pack

Hire someone properly, paper it correctly, and know the one date in their first six months you cannot afford to drift past.

The 1 January 2027 unfair dismissal reforms · your last safe decision date · the written statement the law says they must have on day one · right to work · the 2026/27 numbers · a six-month management timeline · **plus eight ready-to-use forms**, including the day-one written statement, the employee privacy notice and the right to work record.

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Why now. From 1 January 2027 an employee can claim unfair dismissal after six months, not two years, and the compensation cap disappears on the same day.

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THE CALCULATION

Your last safe decision date

Not the six-month anniversary. The date before it by which you have to have decided and given notice, because notice has to expire on the right side of the line.

Most employers who think about the six-month rule diarise the six-month anniversary. That is the wrong date, and the error is expensive. Continuous service keeps accruing throughout the notice period, so if you give notice the day before the anniversary, employment ends after it and the employee has passed the qualifying threshold by the effective date of termination. The decision has to be taken at least one full notice period earlier.

LAST SAFE DECISION DATE

Start date + 6 months, less the notice period

Statutory minimum notice between one month and two years' service is **one week**. Where the contract gives longer, use the contractual figure: that is what you are obliged to give.

Worked examples, statutory one week's notice

START DATE	SIX-MONTH POINT	LAST SAFE DECISION DATE
1 July 2026	1 January 2027	24 December 2026
22 July 2026	22 January 2027	14 January 2027
1 September 2026	1 March 2027	21 February 2027
1 October 2026	1 April 2027	24 March 2027

A three-month contractual notice period moves this date to month three. Generous notice in a new starter's contract is a real constraint on your ability to act inside the qualifying window. If you want longer notice for senior hires, set a shorter notice period during probation, expressly stated in the contract.

What to do with the date

- 1 Put it in the diary on day one**
By the time somebody raises a worry, you may already be inside the notice period and out of options.
- 2 Set a review four weeks before it**
That is where you either confirm the hire, or start a documented process with enough runway to finish it properly.
- 3 Treat it as a prompt, not a deadline to act on**
Most of the time you will confirm the person and move on, which is the outcome everybody wants.

A dismissal after the six-month point is not unlawful. It has to be for a fair reason and follow a fair procedure. The date marks where "we changed our mind" stops being sufficient on its own.

Key dates for this hire

Complete on day one, not when a concern arises. Everything below follows from the start date and the notice period in the contract.

EMPLOYEE NAME

JOB TITLE

START DATE (A)

NOTICE PERIOD IN CONTRACT (B)

Work these out now

Six-month service point

A plus six months. Unfair dismissal protection begins.

Last safe decision date

Six-month point less B, less one day. Notice must expire before the six-month point.

Probation end date

From the contract. Aim for this to fall before the last safe decision date.

Right to work follow-up

Only where permission to work is time limited. Otherwise write "not applicable".

Pension declaration of compliance

Within five months of your duties start date, if this is your first employee.

Review schedule

REVIEW

DATE BOOKED

DONE, AND SUMMARY SENT

Week 4

Week 8

Week 12

Week 18

Decision review

Four weeks before the last safe date.

Written statement of employment particulars

The document section 1 of the Employment Rights Act 1996 requires you to give on or before the first day of work. Complete every box that applies. Read the note on the second page about what this document does and does not cover.

EMPLOYER NAME AND REGISTERED ADDRESS

EMPLOYEE OR WORKER NAME

EMPLOYMENT START DATE

DATE CONTINUOUS EMPLOYMENT BEGAN, IF EARLIER

JOB TITLE, OR A BRIEF DESCRIPTION OF THE WORK

Place of work. Where there is more than one, say so and give the employer's address

If the work is fixed term or temporary: how long it is expected to last, and the end date if there is one

PAY

AMOUNT, AND HOW IT IS CALCULATED

HOW OFTEN IT IS PAID, AND ON WHAT DATE

HOURS

Days and hours of work. If hours or days vary, say how the variation is determined

HOLIDAY

Entitlement and holiday pay, set out so that entitlement on termination can be precisely calculated

PROBATION

LENGTH, AND ANY RIGHT TO EXTEND IT

CONDITIONS, AND WHAT IS BEING ASSESSED

NOTICE

NOTICE THE EMPLOYER MUST GIVE

NOTICE THE EMPLOYEE MUST GIVE

Notice during probation, if different. State it expressly, or the full notice period applies