

VIRTUAL
EMPLOYMENT LAW
ACADEMY

WORKBOOK 1
MODULES 1 TO 3

Introduction to
Employment Law



2026
Cohort 5

Module 1: The Employment Contract

Module 2: Employment Status

Module 3: Continuity, Minimum Wage and Unlawful Deductions

Module 4: Termination and Fair Reasons

Module 5: Capability and Qualifications

Module 6: Conduct

Module 7: Redundancy

Module 8: TUPE and others

Module 9: Whistleblowing

Module 10: Introduction to Discrimination

Module 11: Sex Discrimination

Module 12: Age and Disability Discrimination

Module 13: Other Protected Characteristics

Module 14: Family Friendly Rights

Module 15: Working Time and Pay

Module 16: Remedies and Compensation

Module 17: Settlements and Time Limits

Module 18: Employment Tribunal Procedure

WORKBOOK 1

CONTENTS

MODULE 1:	
The Contract of Employment	6
MODULE 2:	
Employment Status	28
MODULE 3:	
Continuity, Minimum Wage and Unlawful Deductions	54
APPENDIX	
Table of the Main Employment Rights	68

ABOUT DANIEL BARNETT

Daniel Barnett is a leading employment law barrister practising from Outer Temple Chambers. With 30 years' experience defending public and private sector employers against employment claims, he has represented a Royal Family, several international airlines, and FTSE-100 companies. Employee clients include a former Chancellor of the Exchequer and many senior executives.

Daniel is a past member of the BAILII advisory board, and a past chair of the Employment Lawyers' Association's publishing committee and electronic services working party. He is the author or co-author of nineteen books, including the Law Society Handbook on Employment Law (currently in its 8th edition). He is the creator of the Employment Law (UK) mailing list, an email alerter bulletin service sending details of breaking news in employment law three times a week to 35,000 recipients.

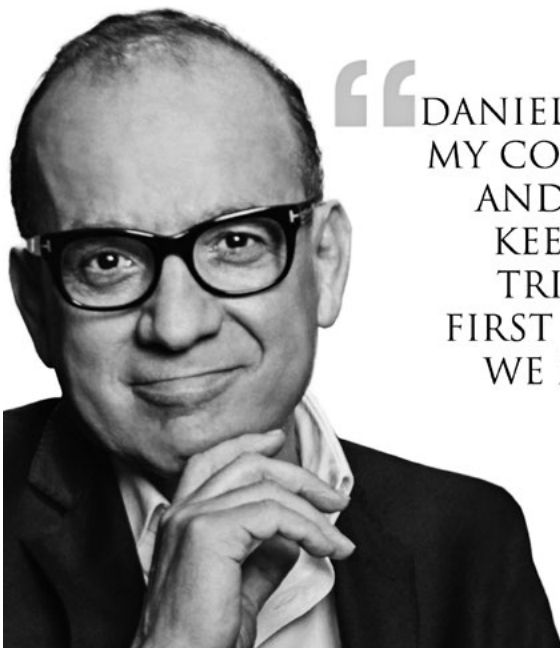
Legal directories describe him as "extremely knowledgeable and [he] can absorb pages of instructions at lightning speed", "involved in a number of highly contentious matters", "singled out for his work for large blue-chip companies", "combination of in-depth legal knowledge, pragmatism, quick response times and approachability", "inexhaustible", "tenacious", "knowledgeable" and "an excellent advocate".

He is one of the leading speakers and trainers on the employment law and HR circuit. He has presented seminars for the House of Commons, the BBC, Oxford University, HSBC, Barclays Bank, Ocado, and dozens of other organisations in-house, and keynoted at national and international conferences. In 2013, 2014, 2016 and 2019 he wrote and presented the Employment Law MasterClass national tour, speaking to thousands of employment lawyers and HR Professionals around the UK. He produces the Employment Law Matters podcast, ranked #1 on the Apple Podcast Store for management podcasts in the UK.

As well as full-time practice as a barrister and speaker, Daniel is an experienced entrepreneur. He is the founder and owner of Employment Law Services Ltd (a legal publishing company), which provides marketing and educational services to employment lawyers and HR professionals. In 2007, he co-founded CPD Webinars Ltd, then the UK's leading webinar training company for lawyers, and sold it to Thomson Reuters in 2011. In 2015 he founded the HR Inner Circle (www.hrinnercircle.co.uk), a membership club for smart, ambitious HR Professionals.

Daniel has presented the legal hour, a weekly phone-in radio show, on LBC Radio since 2010. He is widely sought after as a commentator in both broadcast and print media on all legal issues.

www.danielbarnett.com



“DANIEL BARNETT HAS SAVED MY COMPANY TIME, MONEY AND AGGRAVATION BY KEEPING US OUT THE TRIBUNAL. HE'S OUR FIRST CHOICE WHENEVER WE NEED A BARRISTER.”

- **TOUKER SULEYMAN**
BBC'S DRAGON'S DEN

EMPLOYMENT LAW MATTERS



Subscribe to
Daniel Barnett's podcast
EMPLOYMENT LAW MATTERS
via iTunes, Spotify, or your
favourite podcast player

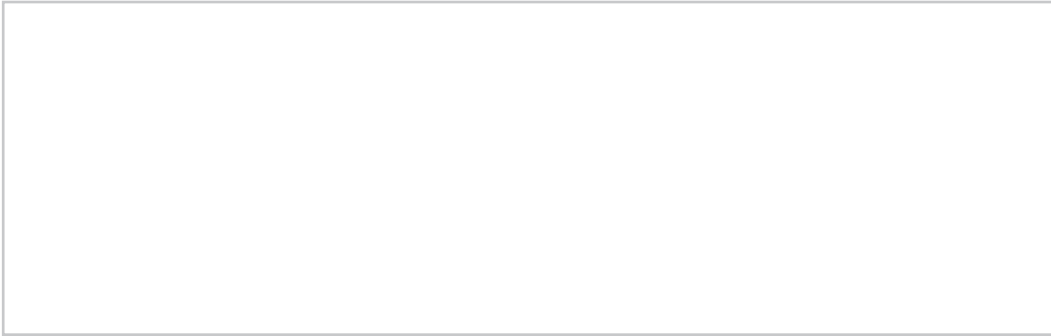
WWW.DANIELBARNETT.CO.UK/PODCAST



MODULE 1: THE EMPLOYMENT CONTRACT

THE CONTRACT OF EMPLOYMENT

Introduction

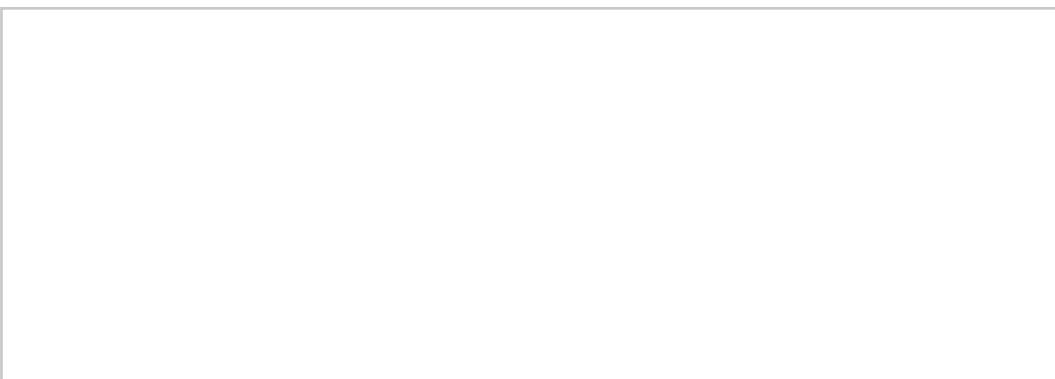


Offer letter and advertisement

McCann v Snozone [2016] ET/3402068/2015



Redbridge London Borough Council v Fishman [1978] ICR 569



TOP TIPS

①

②

③

④

⑤

Written statement of initial employment particulars

Employment Rights Act 1996, ss1- 6

- The names of the employer and the individual

- The date when employment began

- The date when continuous service with the employer began

- The job title, or a brief description of the job duties

- The rate of remuneration

- Any other benefits

- Terms and conditions relating to hours of work

- Terms and conditions relating to holiday pay

- Any other paid leave that the individual is entitled to take

- The place of work or the addresses where the individual will work
United Bank v Akhtar [1989] IRLR 507

- The employer's address

- Terms and conditions relating to payments given if incapacitated due to sickness or injury

- The length of notice the individual is required to give, and the individual is entitled to receive, to terminate the contract of employment

- Where the employment is not intended to be permanent, the date it is to end.

- Any probationary period, including its conditions and how long it is

- If the individual is required to work outside the UK for more than one month, the duration of the work and the currency of the remuneration while abroad

- Training that must be completed by the individual

- Coming soon: the right to join a trade union

To be provided within 2 months:

- Pension arrangements

- Collective agreements

- Disciplinary rules

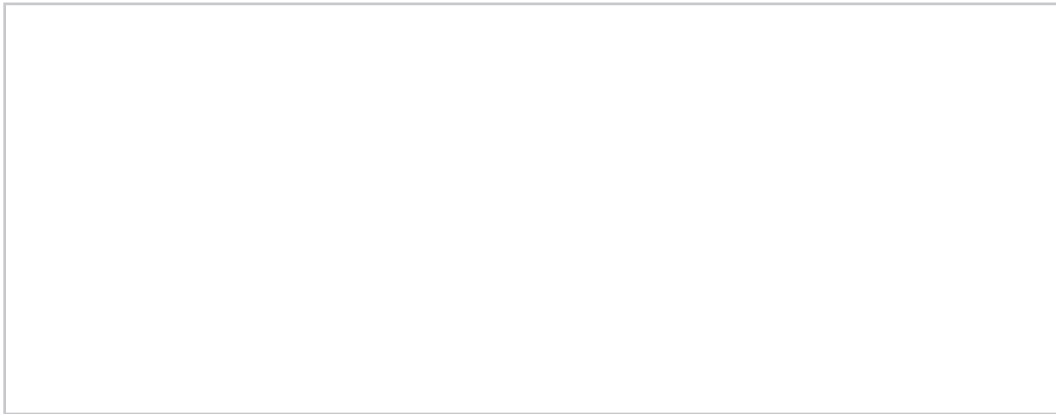
- Grievance procedures

What if the employer doesn't issue the written statement?

Employment Rights Act 1996, s11-12 and s104

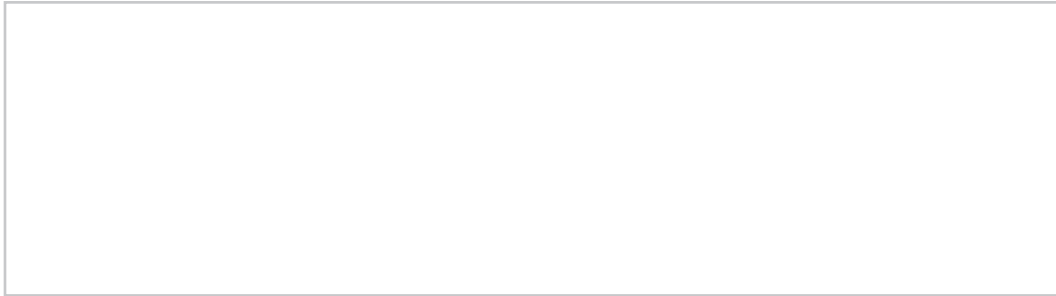


Mears v Safecar Security Ltd [1982] ICR 626



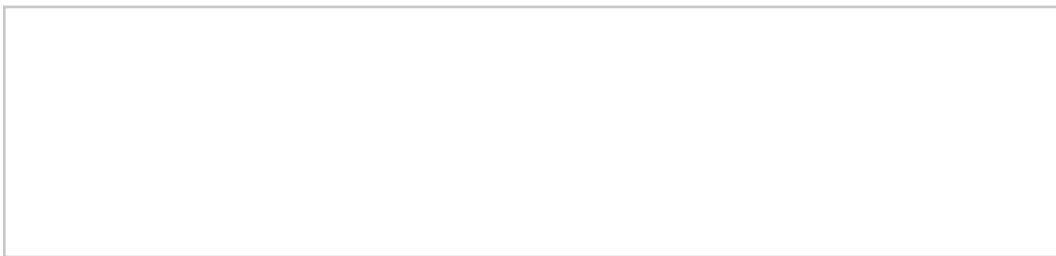
Incorporation

Peninsula Business Services Ltd v Sweeney [2004] IRLR 49



Collective agreements

s179 TULR(C)A 1992



Staff handbooks



Keeley v Fosroc International Ltd [2006] IRLR 961

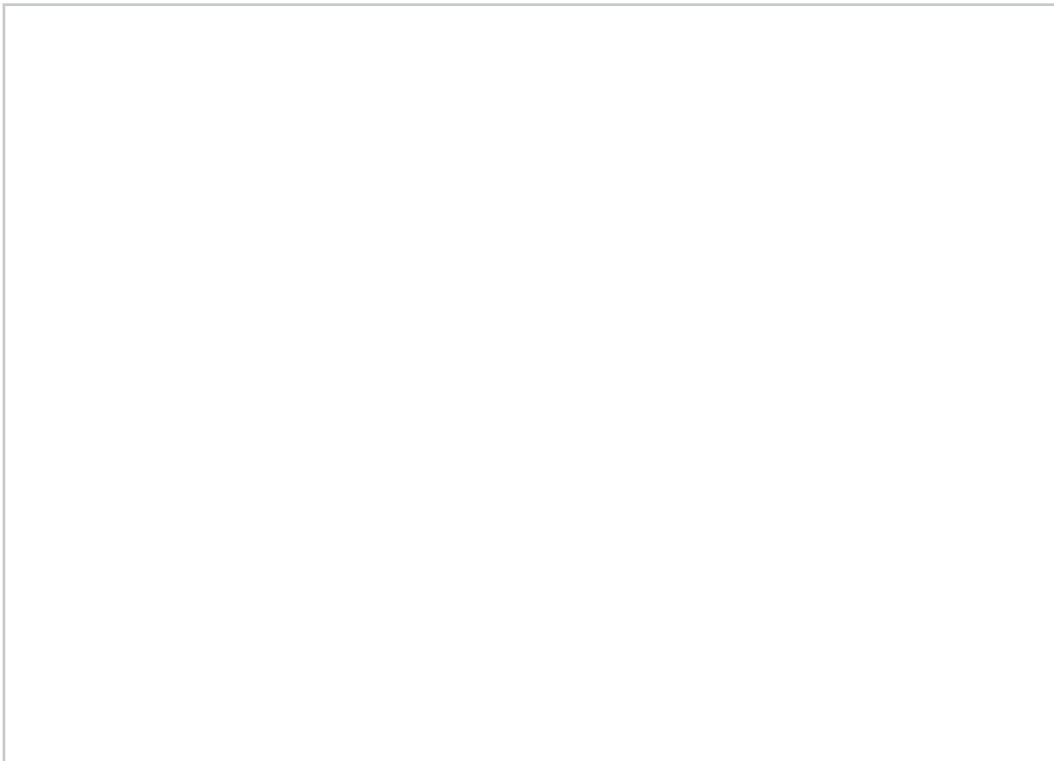
“Those employees with two or more years’ continuous service are entitled to receive an enhanced redundancy payment from the company.... Details will be discussed during both collective and individual consultation.”



IMPLIED TERMS – EMPLOYER DUTIES



Custom and practice: reasonable, notorious and certain



Mutual trust and confidence

Isle of Wight Tourist Board v Coombes [1976] IRLR 413

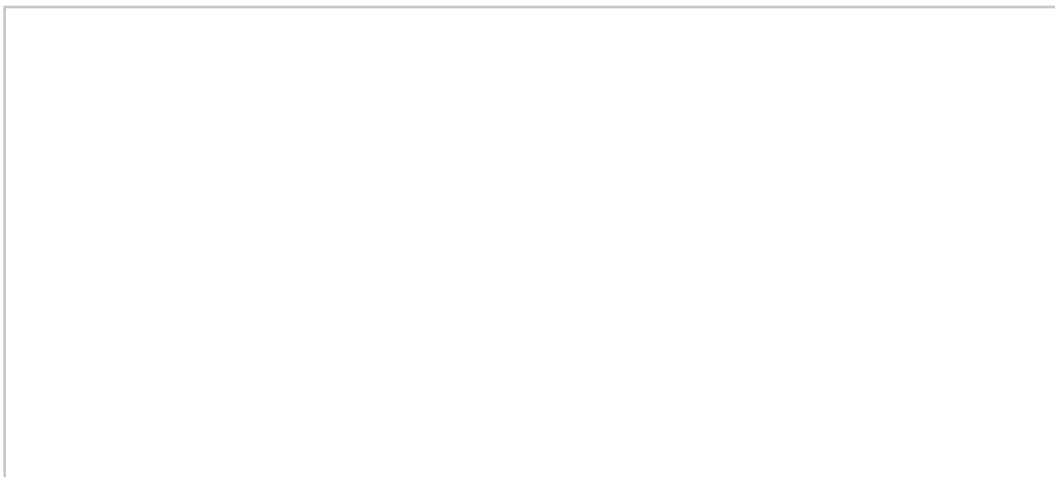
Morrow v Safeway Stores plc [2002] IRLR 9

Common examples of breach

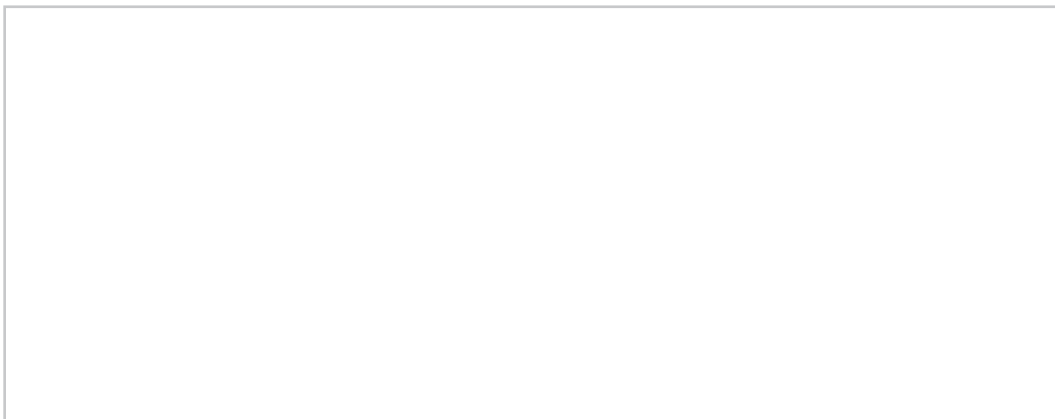
- The manner in which employees are persuaded to accept a change in terms
Cantor Fitzgerald International v Bird [2002] IRLR 867 QBD



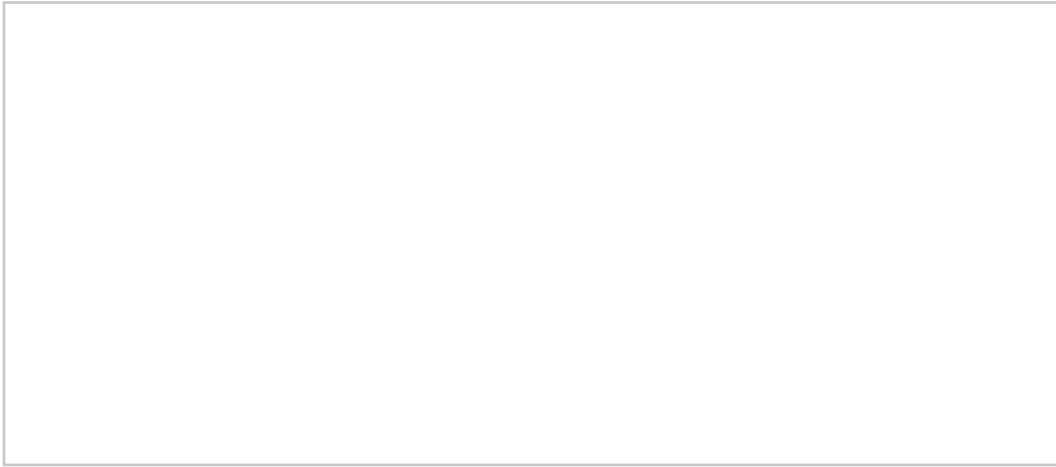
- Unfounded accusations
Robinson v Crompton Parkinson Ltd [1978] IRLR 61 EAT



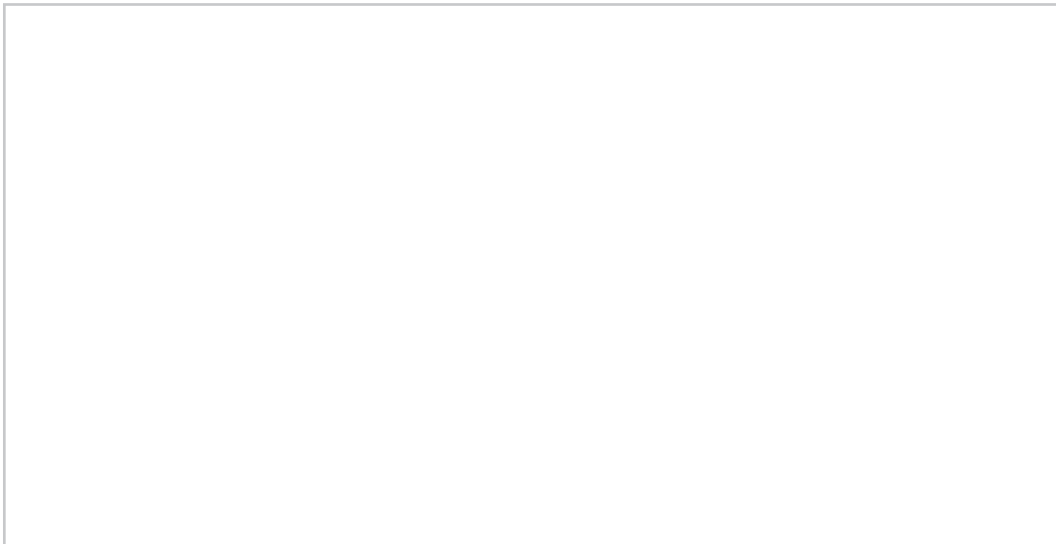
- Not investigating an allegation of sexual harassment
Bracebridge Engineering v Darby [1990] IRLR 3 EAT



- Rigid insistence on procedure
GMB Union v Brown (2007) UKEAT/0621/06/ZT



- Treating one employee less favourably than others
Transco v O'Brien [2002] ICR 721 CA

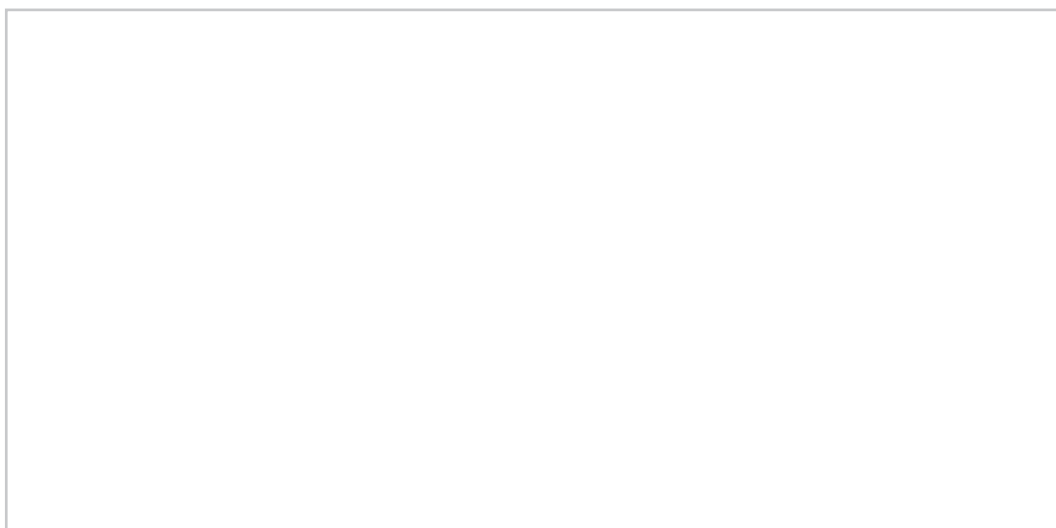


Malik v Bank of Credit and Commerce International SA [1997] IRLR 462

'an employer may not without reasonable and proper cause conduct itself in a way calculated or likely to destroy or seriously damage the relationship of trust and confidence between the employer and employee'



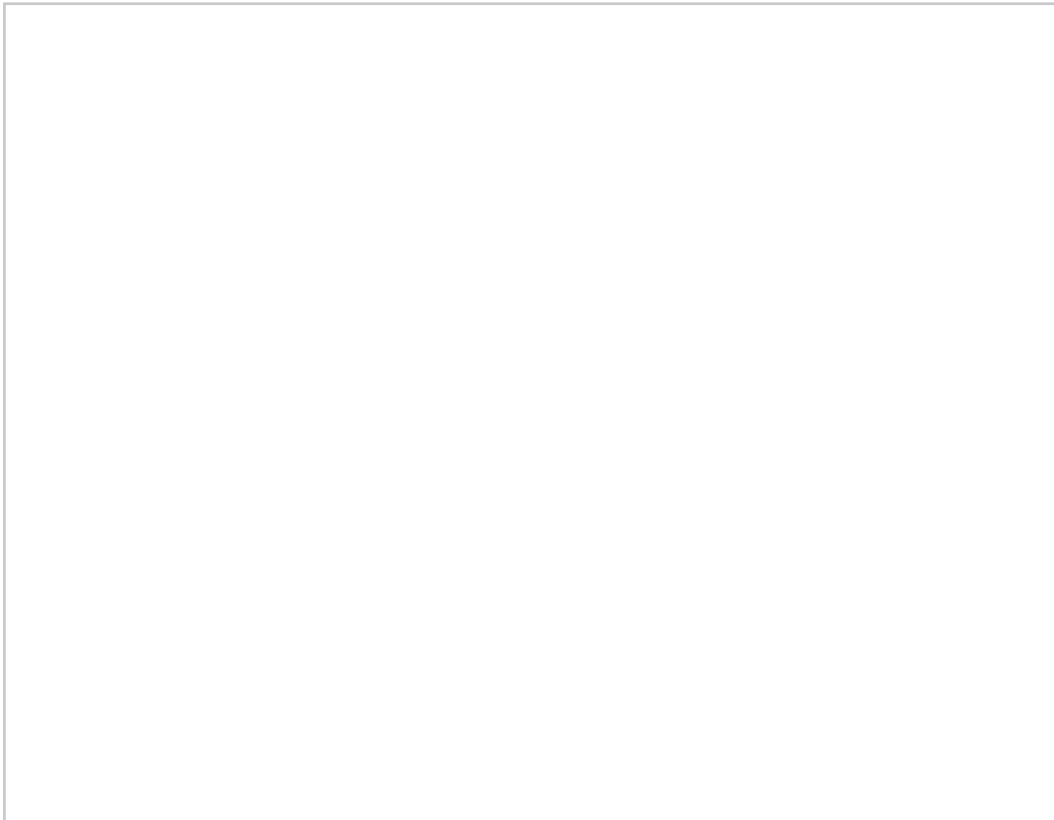
Amnesty International v Ahmed [2009] ICR 1450 EAT



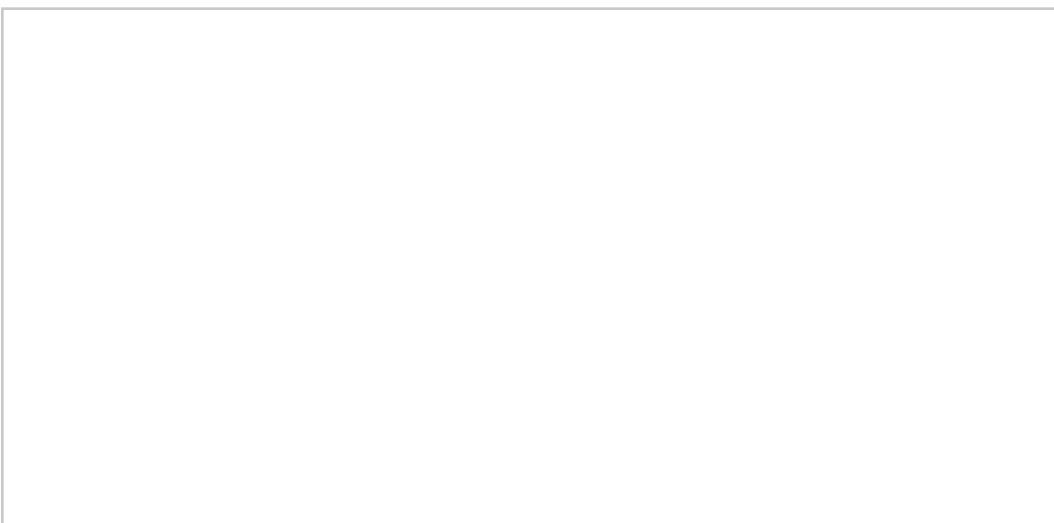
OTHER IMPLIED TERMS

Reasonable disciplinary and grievance procedures

WA Goold (Pearmak) Ltd v McConnell [1995] IRLR 516



McLory v Post Office [1993] IRLR 159 QBD



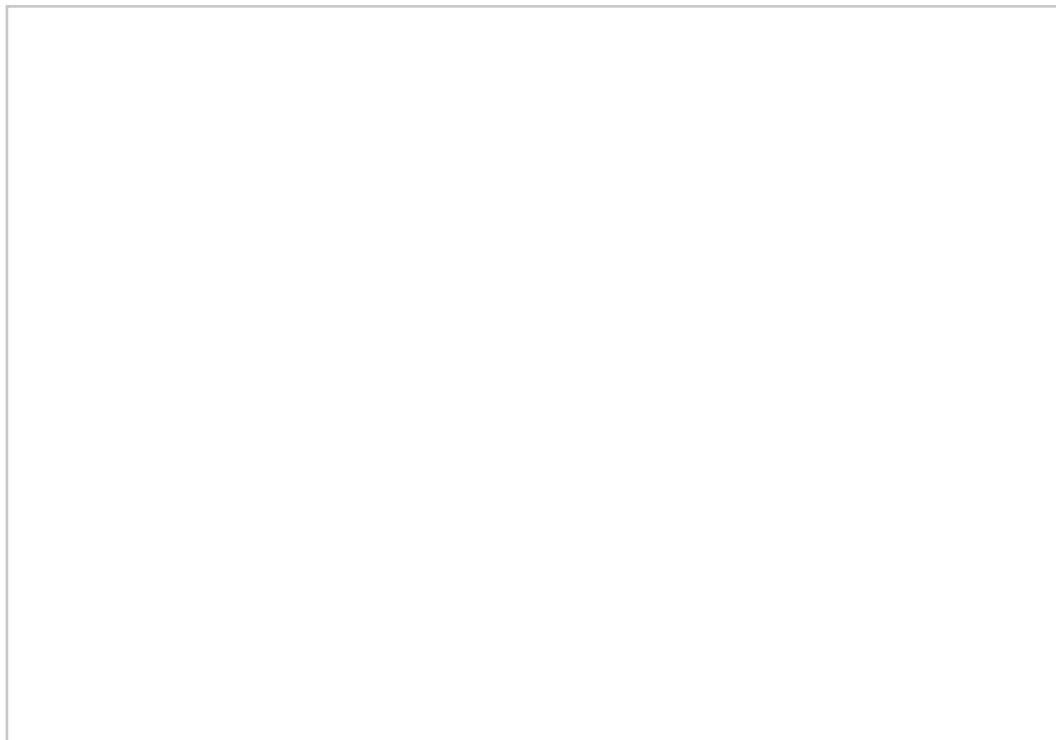
Providing a safe working environment

Marshall Specialist Vehicles v Osborne [2003] IRLR 672 EAT



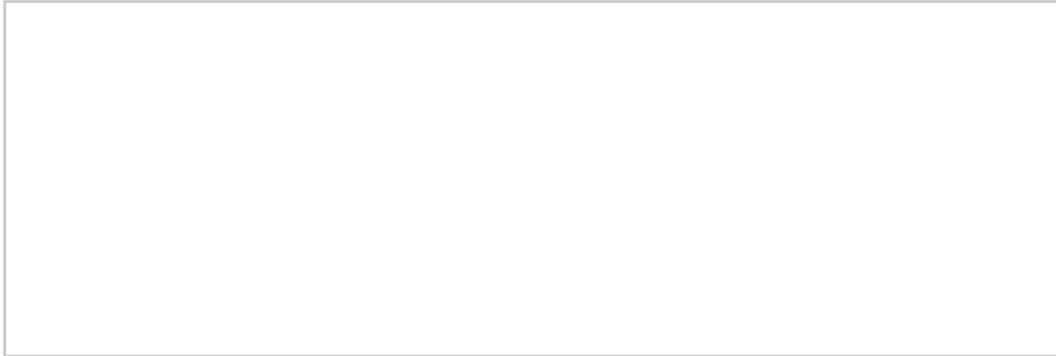
Pay reasonable wages

Driver v Air India Ltd [2011] IRLR 992



Providing work

Collier v Sunday Referee Publishing Co Ltd [1940] 2 KB 647: 'Provided that I pay my cook her wages regularly, she cannot complain if I take all or any of my meals out.'



William Hill Organisation Ltd v Tucker [1998]



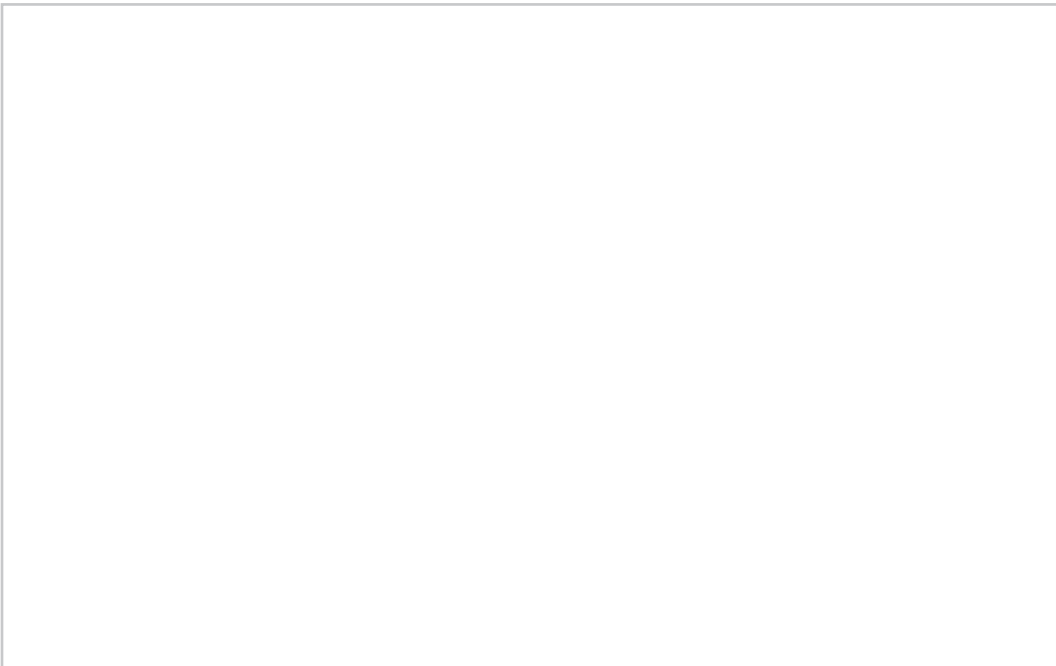
IMPLIED TERMS – EMPLOYEE DUTIES

Doing work personally



Exercise reasonable care

Janata Bank v Ahmed [1981] IRLR 457 CA



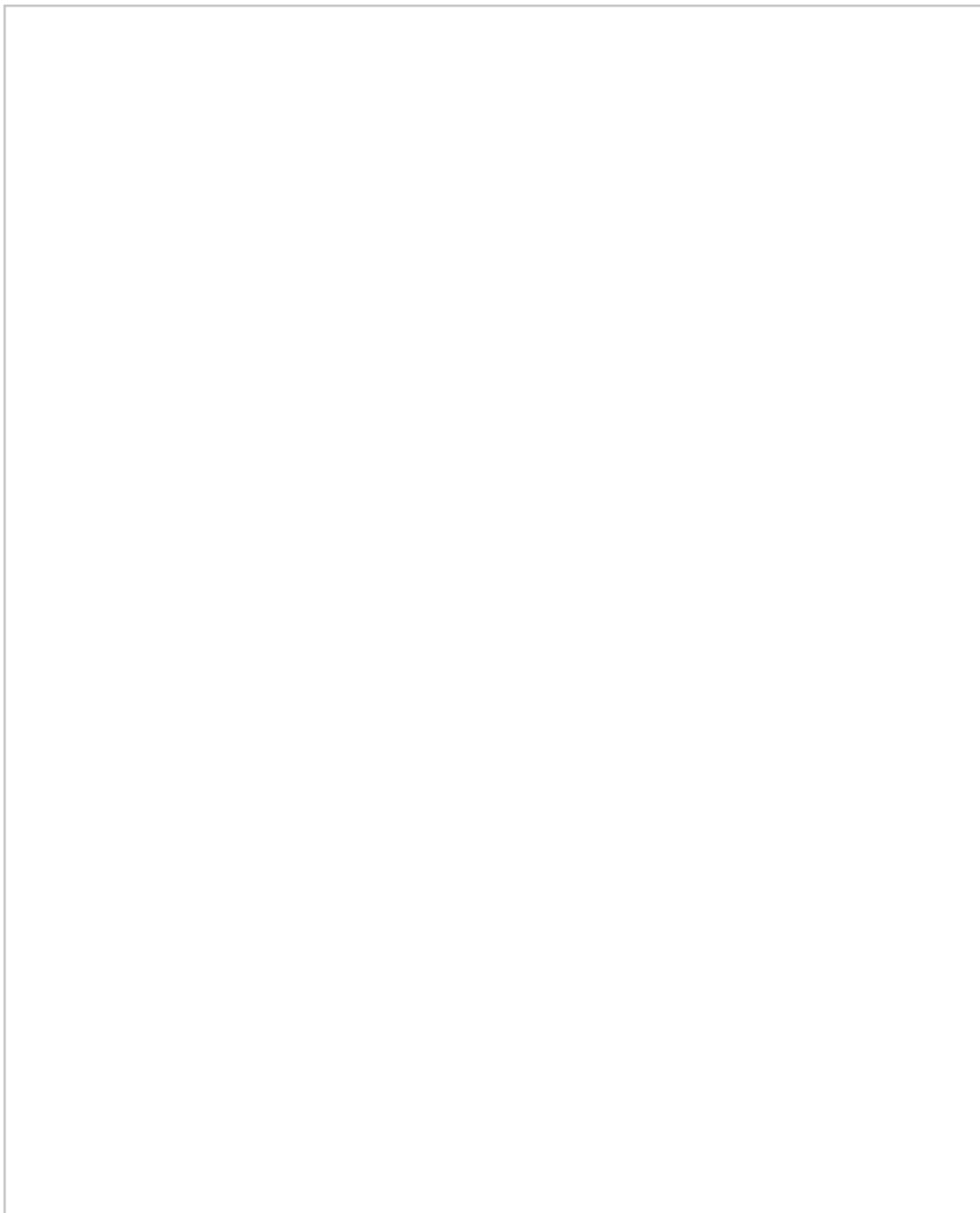
Obey instructions

Ottoman Bank v Chakarian [1930] AC 277



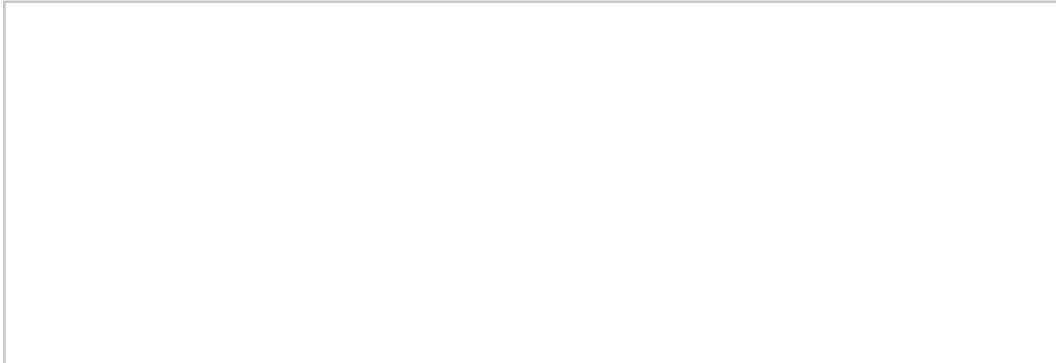
INTERPLAY BETWEEN EXPRESS TERMS AND IMPLIED TERMS

United Bank v Akhtar [1989] IRLR 507
Aspden v Webbs Poultry [1996] IRLR 521
USDAW & Ors v Tesco Stores [2024] UKSC 28



MODULE 2: EMPLOYMENT STATUS

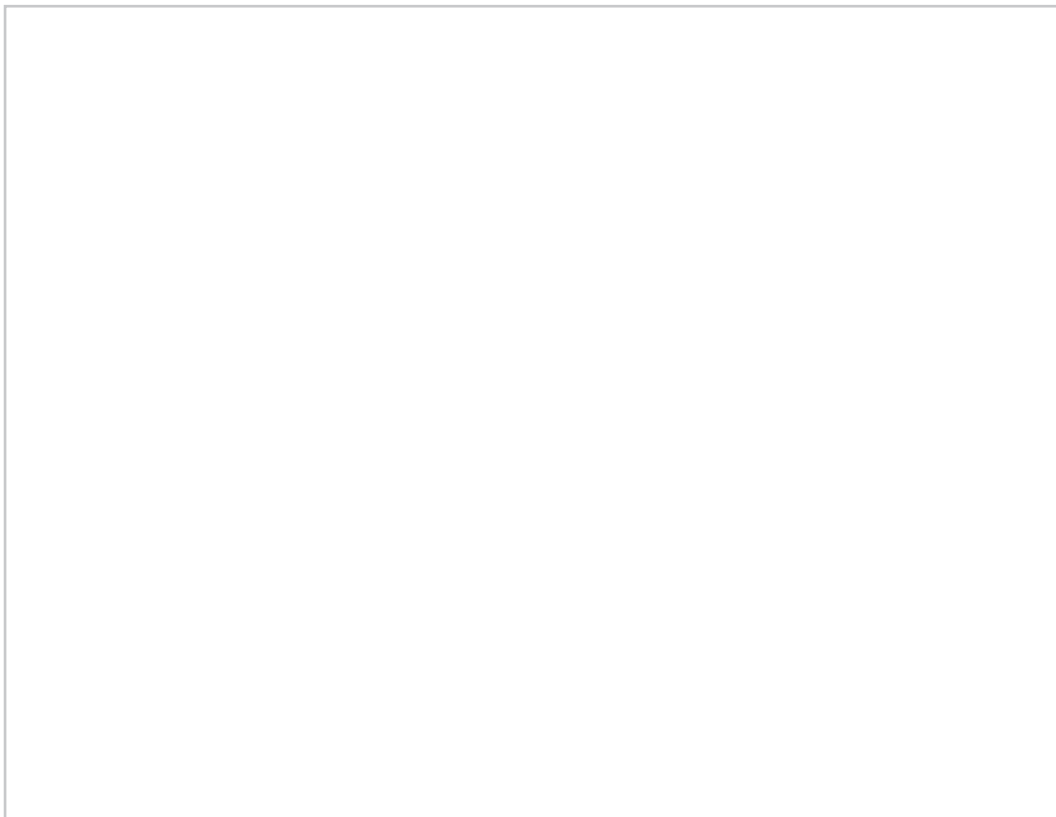
INTRODUCTION



THE TYPES OF RELATIONSHIP

- ① employee
- ② worker
- ③ independent contractor

Autoclenz Ltd v Belcher and others [2011] UKSC41



WHY DOES IT MATTER?

① employment rights

② tax

③ vicarious liability

④ intellectual property

⑤ immigration

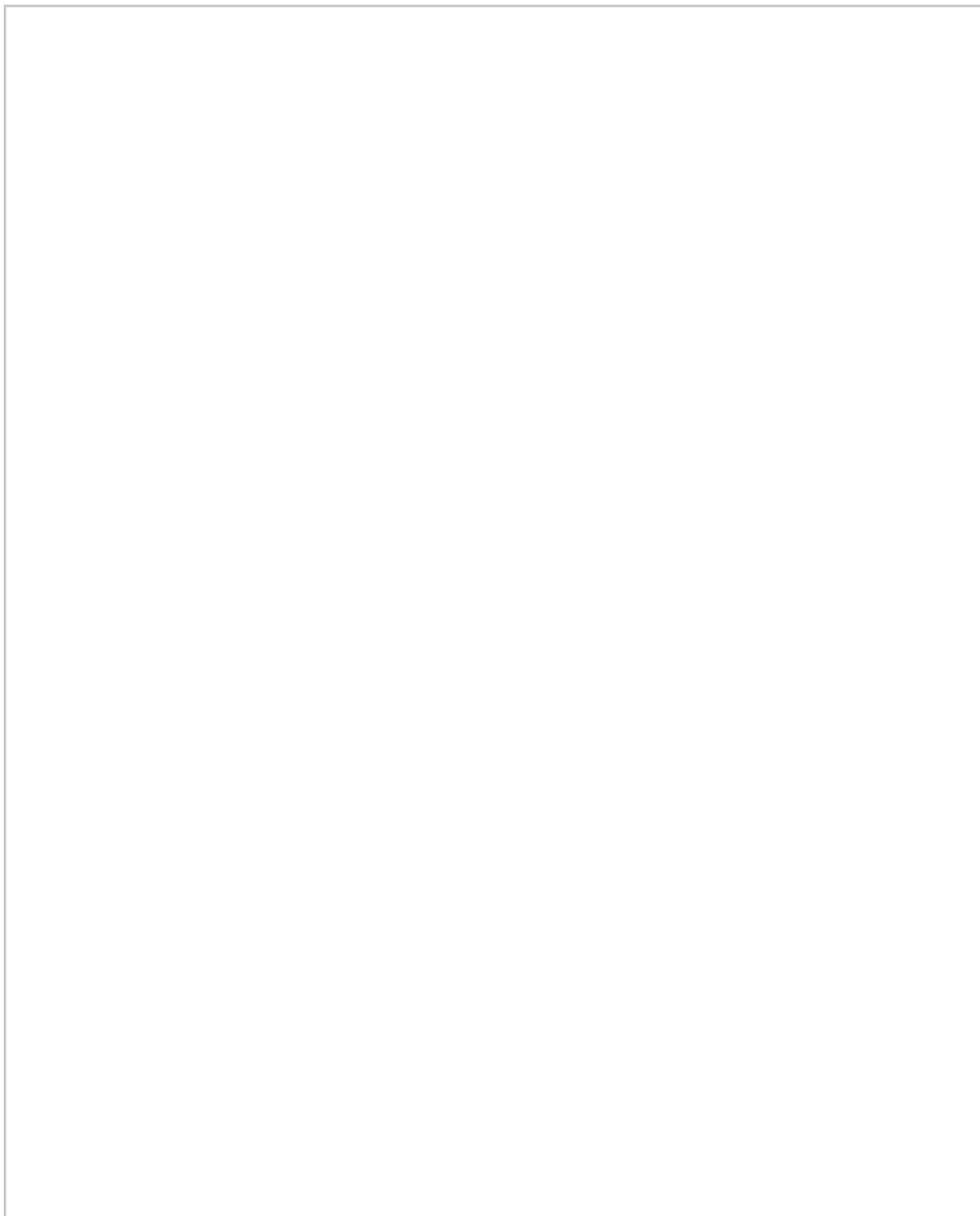
An employee

An employee is defined in s230 *Employment Rights Act 1996* as:

“an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.”

A contract of employment is defined as:

“a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.”



A worker

A worker is defined in s230(1) *Employment Rights Act 1996* as:

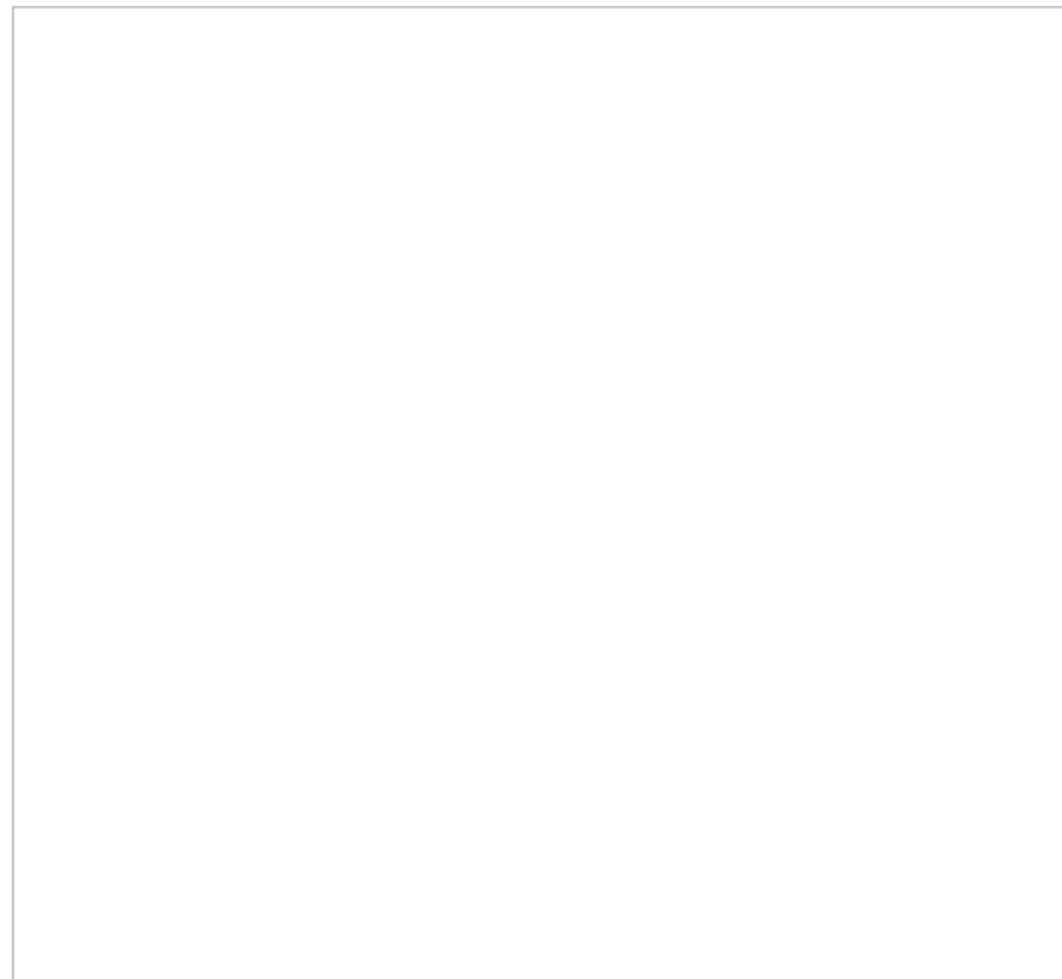
“an individual who has entered into or works under (or, where the employment has ceased, worked under)—

(a) a contract of employment, or

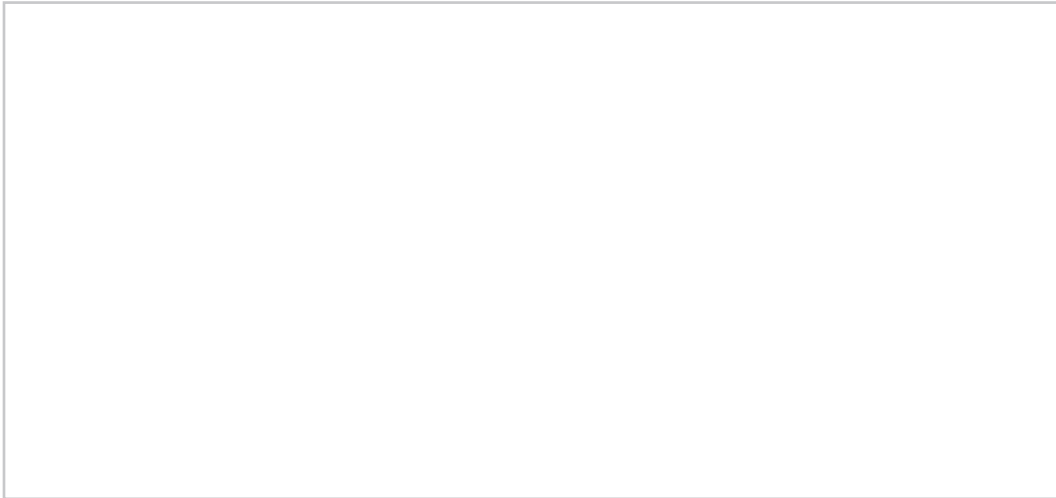
(b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual.”

So...

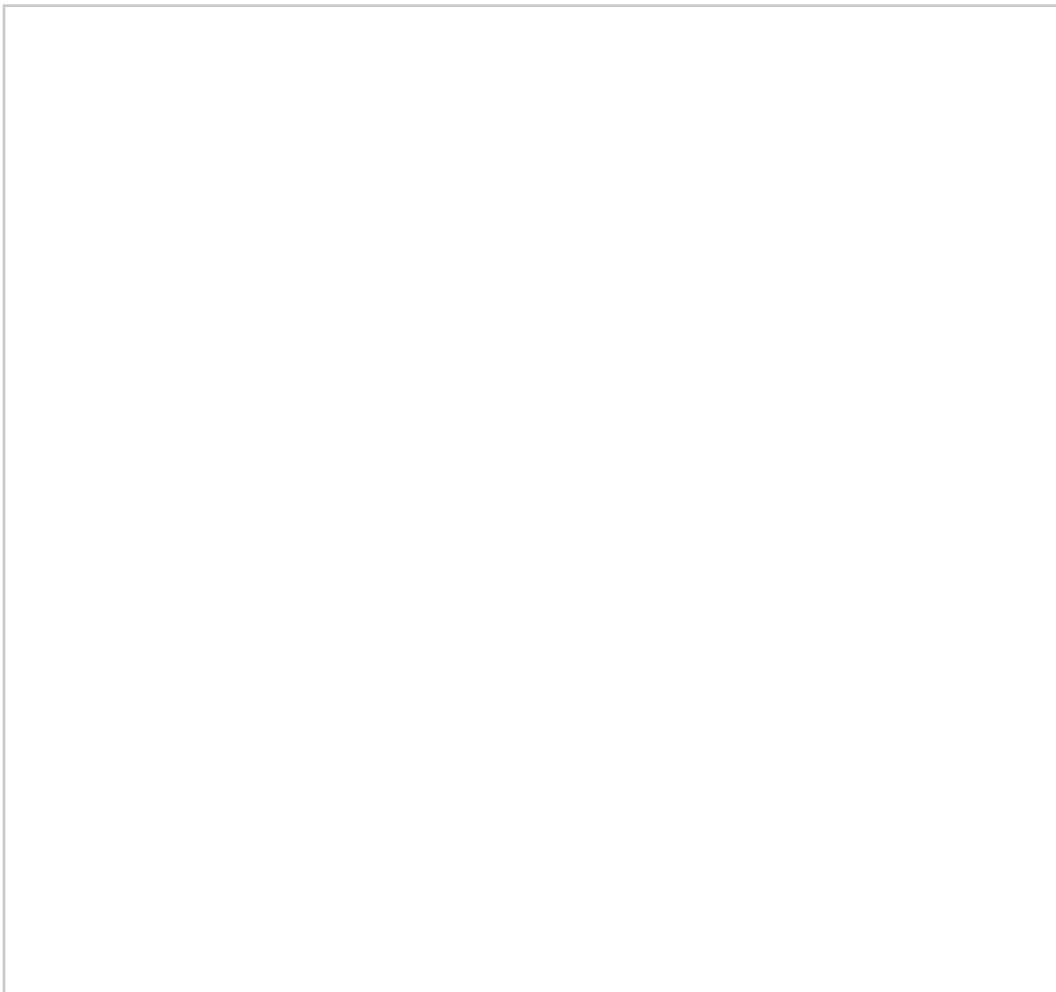
- 1 the individual has to work under a contract;
- 2 the individual has to undertake to perform the work personally; and
- 3 the other party is not a customer or client of the individual under that contract.



Independent contractor

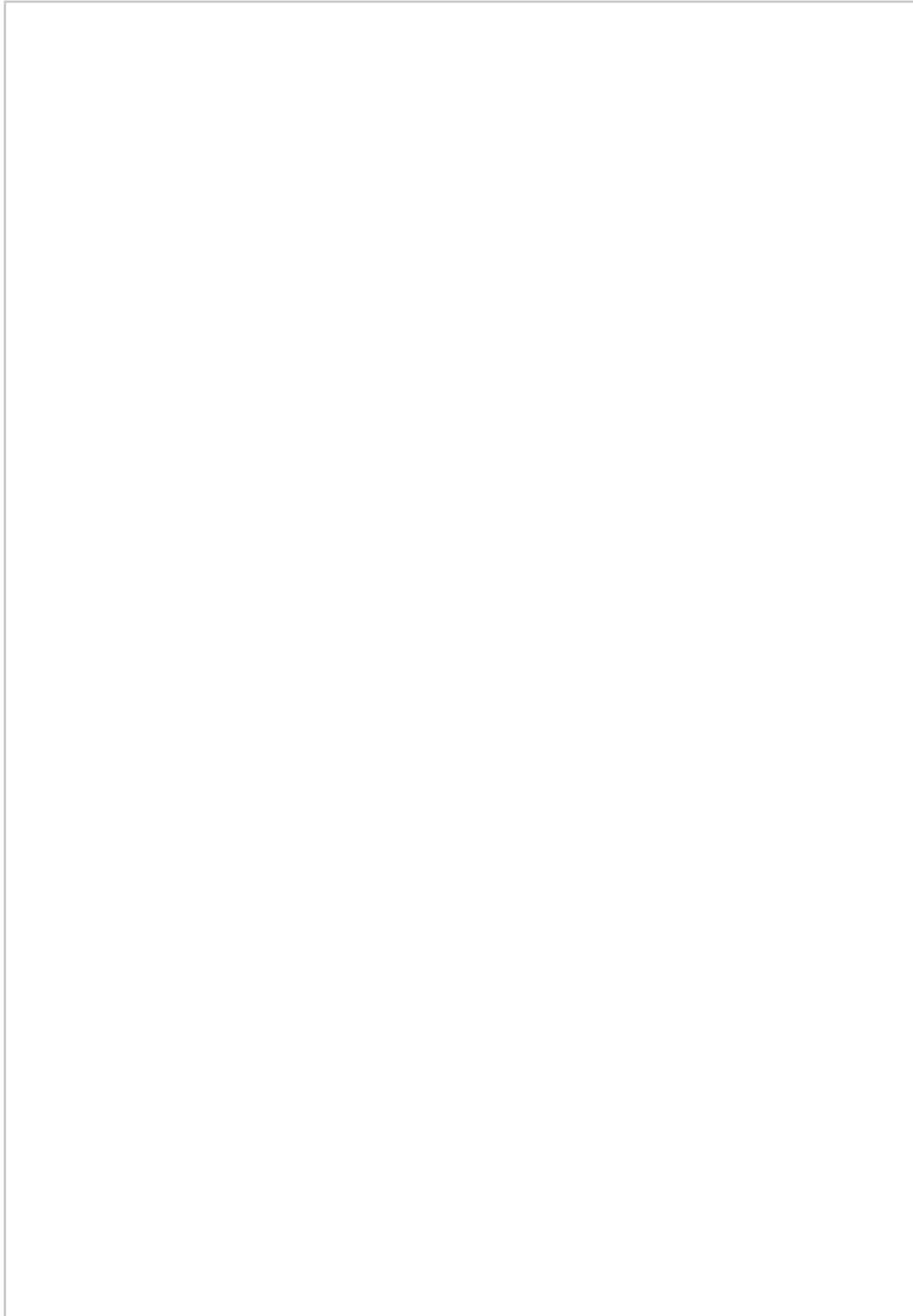


1. protection from risk to their health and safety
2. the right not to be discriminated against, harassed or victimised
3. In certain circumstances, the right not to suffer a detriment for having made a protected disclosure



HOW TO DETERMINE EMPLOYMENT STATUS

When does reality commonly 'trump' what is written down?

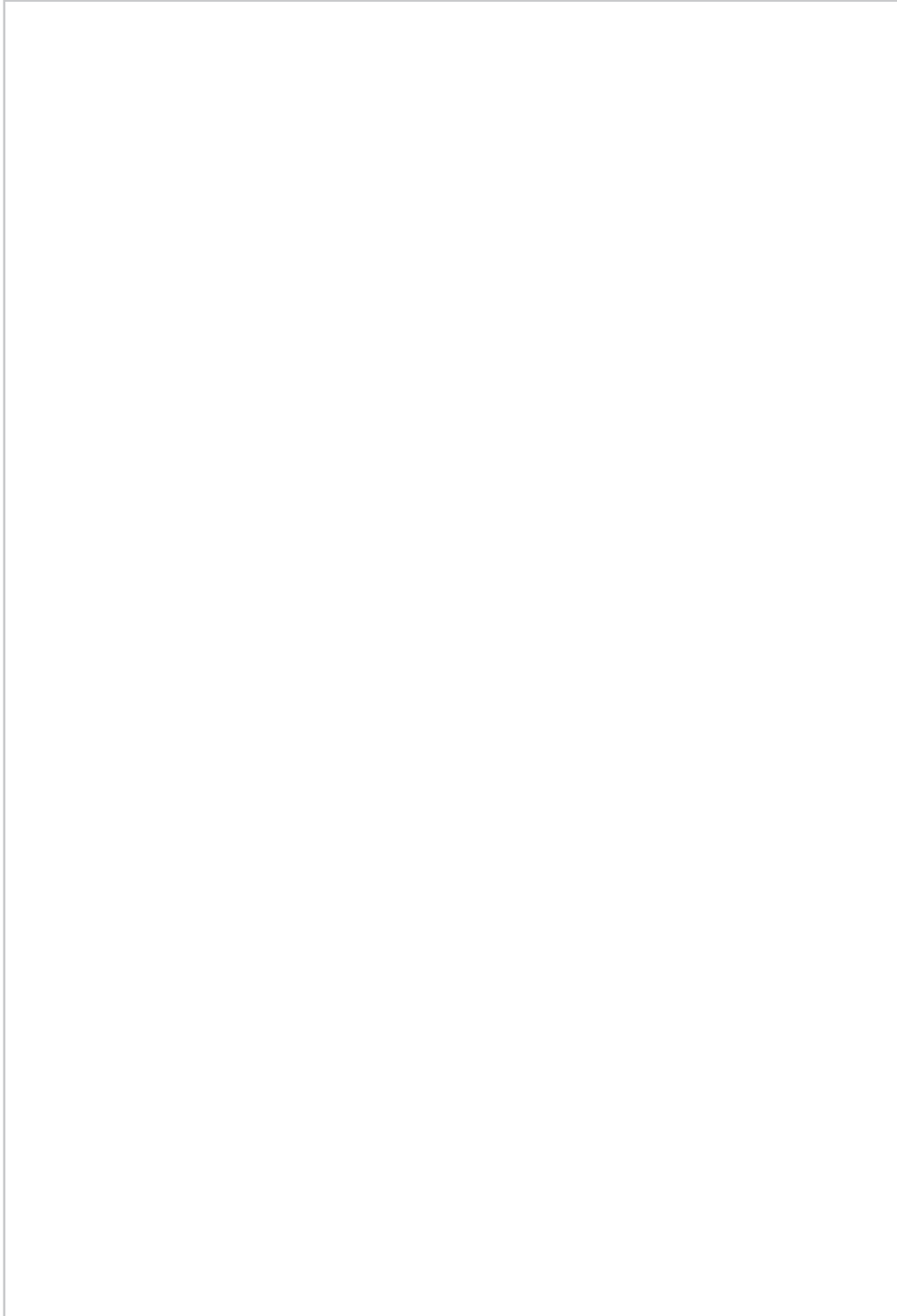


Personal service

Express & Echo Publications Ltd v Tanton [1999] ICR 693

MacFarlane v Glasgow City Council [2001] IRLR 7 EAT

Consistent Group Ltd v Kalwak [2007] IRLR 560 CA



Mutual obligation

Carmichael v National Power plc [2000] IRLR 43



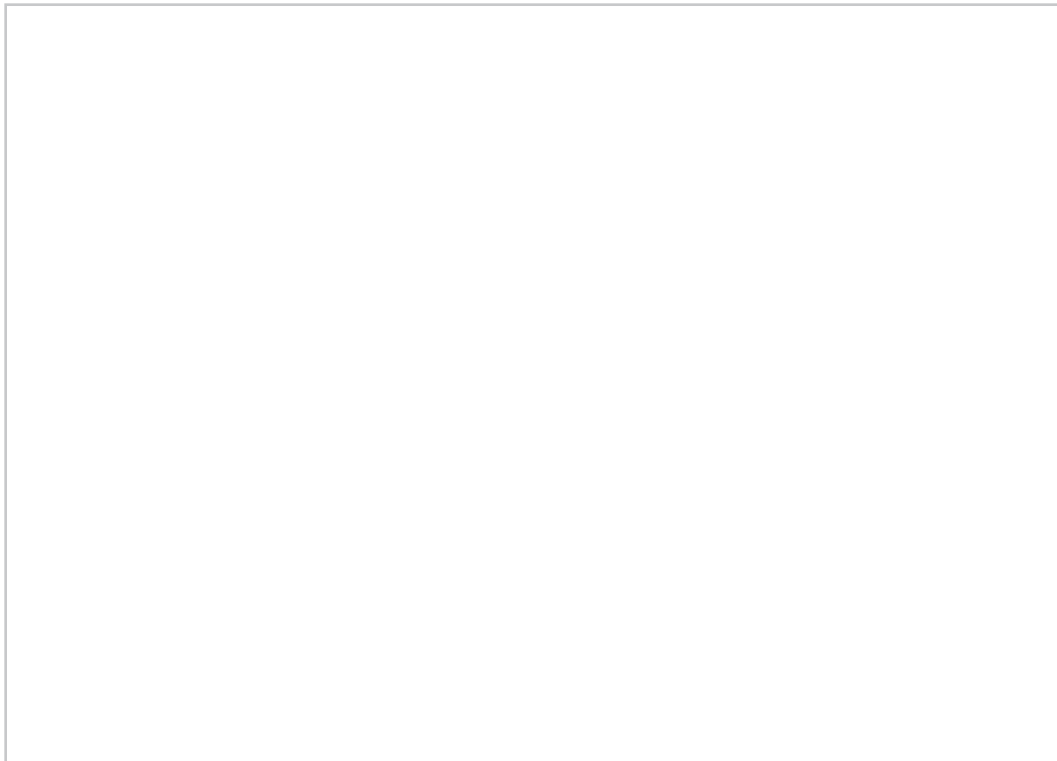
Ready Mixed Concrete v Minister of Pensions [1968] ER 433

Pointing to employment:

- Drivers had to wear a uniform (suggesting a level of control from the employer, pointing towards employment status)
- They had to be sure that their lorries were available for company work at certain hours (an obligation to work)
- They could only use the lorries for company business (again, suggesting a level of control)
- They had to obey orders from the foreman (an issue of control)
- They could sell the lorries back to the company at an agreed valuation (the inability to negotiate is not consistent with someone running their own small business)

Pointing to self-employment:

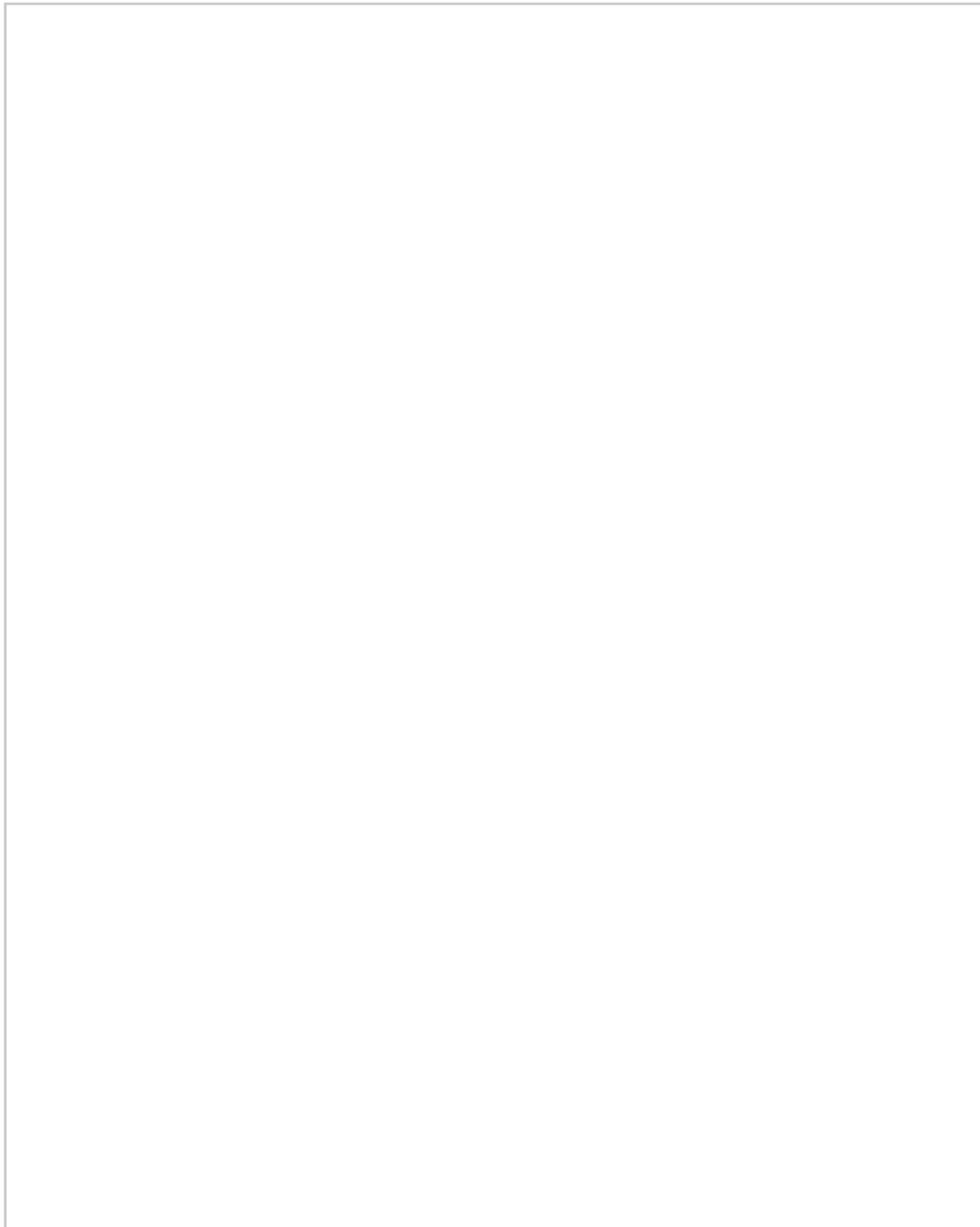
- The drivers were responsible for the running costs and the maintenance of the lorries (so they stood to profit by buying cheaper petrol and keeping their lorries well maintained)
- They could ask someone else to drive the lorry for them, and they could own more than one lorry (so there was no obligation on them to be personally available to work)
- They paid their own tax and National Insurance contributions (NB this is often thought of as an important point, but modern cases say it's little more than a reflection of the label the employer has imposed).



The control test

HMRC v Professional Game Match Officials UKSC/2021/0220

- when and where the individual carries out the work
- how the individual carries out the work
- that the individual is subject to its rules and disciplinary procedures
- what the individual wears
- what training the individual must have
- how the individual must behave
- what meetings the individual must attend



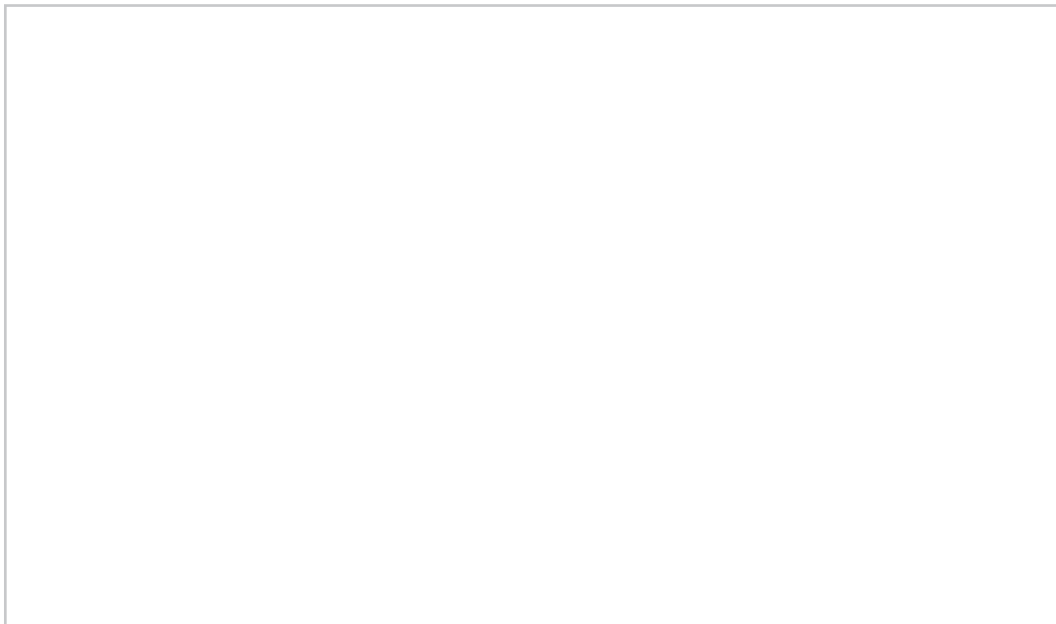
The integration test

- being subject to the business' rules and disciplinary processes
- having to wear a uniform
- having a right to company sick pay and to holiday pay
- having the right to take parental leave
- enjoying the same benefits as employees
- being allowed access to the intranet and other internal systems

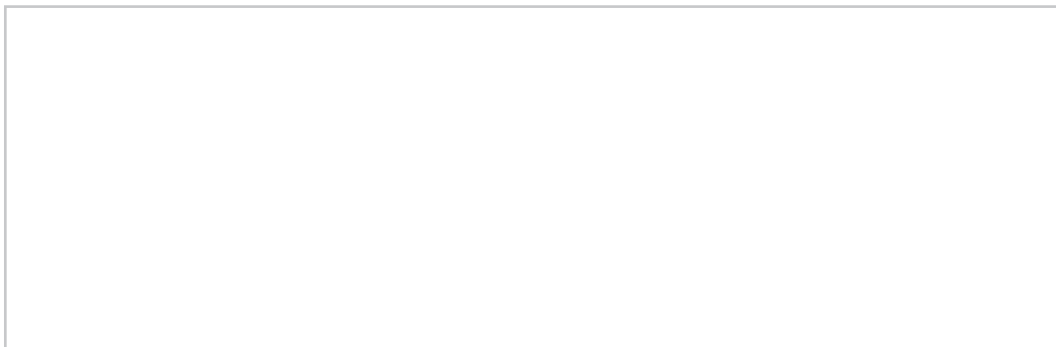


The economic reality test

- the amount of financial risk involved for the individual in delivering the work
- whether the individual can profit from performing the work
- what investment, if any, the individual has made in relation to the delivery of the work
- the extent to which the individual has an opportunity to profit from sound management in the performance of the work
- whether the individual recruits their own helpers
- whether the individual provides their own equipment
- whether the hours worked by the individual are fixed by the employer or open-ended
- whether the individual is guaranteed to be paid, and is paid regularly, or whether the individual is paid per job
- whether the person can dictate the terms on which they work, and whether they can work for multiple principals
- is the individual registered for VAT (usually a strong indication of self-employment)?



Quashie v Stringfellow Restaurants Ltd [2013] IRLR 99 CA



The Modern Approach

HMRC v Atholl House Productions Ltd [2022] IRLR 698

“These submissions raise the possibility that whether an individual is, in law, an employee could depend on which test the court or tribunal chose to apply. This cannot be, or certainly should not be, the state of the law. It would be intolerable if an individual’s employment rights or tax position could depend on the choice of one out of two or more different, and potentially conflicting, tests...

“It is wrong to treat *Ready Mixed Concrete* and the line of cases including *Hall v Lorimer* as representing two separate tests, with the possibility that the result in any particular case could depend on which test is applied. Both approaches recognise mutuality of obligation and the right of control as necessary pre-conditions to a finding that a contract is one of employment. Once those necessary, but not necessarily sufficient, conditions are satisfied, both approaches require the identification and overall assessment of all the relevant factors present in the particular case. In other words, they are both multi-factorial in their approach.”

THE GIG ECONOMY – WORKER STATUS

Uber BV and others v Aslam and others [2021] UKSC 5

The working practices examined by the Supreme Court were those that operated in London in 2016. Uber says that it has since changed some of its arrangements with drivers, although it is not clear to what extent the new arrangements would produce a materially different result. Uber's initial reaction at the time of the Supreme Court's judgment in February 2021 was to state that the judgment only applied to a small handful of drivers in the test cases, under 2016 terms and conditions, and not to any other drivers in 2021. However it has since changed its position to state that it intends to ensure all drivers are compensated for arrears of unpaid annual leave and shortfalls in minimum wage.

Uber provides a ride-hailing service (amongst others) which is accessed by users via a mobile app. The drivers (of which there were around 40,000 in the UK in 2016) also access the app to view requests for bookings and are free to choose when they make themselves available to accept them. The drivers use their own cars (whether owned, rented or leased) and must satisfy certain criteria set down by Uber relating to their age, health, car type and so forth. Uber usually sets the fare for each trip, according to a set of variables. The app can be used to allow the passengers to tip the drivers and the drivers and the passengers can rate each other via the app.

The drivers have been treated by Uber in various jurisdictions as self-employed, including in the UK, until a group of London-based drivers brought various claims in the Employment Tribunal, which required them to be 'workers' for the purposes of section 230(3)(b) of the Employment Rights Act 1996 (ERA), regulation 36(1) of the Working Time Regulations 1998 (WTR) and section 54(3) of the National Minimum Wage Act 1998 (NMWA).

The claims in this case were brought against Uber BV, which is a Dutch corporation and parent company of the UK-based Uber companies, and which holds the legal rights to the Uber app. It was also brought against Uber London Limited (ULL), which holds a private hire vehicle (PHV) operator's licence for London and makes provision for the invitation and acceptance of PHV bookings.

The Supreme Court's judgement was concerned with whether, for the purposes of the statutory definition of 'worker', the claimants were to be regarded as working under contracts with ULL whereby they undertook to perform services for ULL, or whether they were performing services for and under contracts with passengers through the agency of ULL.

Essentially, Uber presented itself as a technology provider, with ULL acting as a booking agent for drivers who were approved by ULL to use the app. Uber said that when a ride was booked through the app, a contract was made directly between the driver and the passenger. The fare was calculated by the app and paid by the passengers to Uber BV, which deducted 20 per cent and paid the balance to the driver. Uber characterised this transaction as a service fee charged to the drivers for the provision of the technology and other services.

The Employment Tribunal, the Employment Appeal Tribunal and the Court of Appeal each found that the reality was the drivers were working for Uber as workers. The Supreme Court agreed, and it is that court's judgement that we examine here.

The drivers could work when they wanted and as much or as little as they wanted. They could provide services for other organisations, including direct competitors of Uber. They could choose where to work in the territory covered by their PHV licence, and they were not required to wear any kind of Uber uniform or display any Uber insignia.

The drivers were directed how to behave, however, and statistics were kept on passengers' ratings and comments about drivers, how many trips were cancelled and how many declined when the driver was 'on duty'. Penalties were applied to drivers who cancelled or declined too many trips, and drivers were subjected to a "quality intervention" if their average rating fell below 4.4 over 200 trips or more. A failure to improve would lead to them being removed from the platform and their accounts being deactivated. Deactivation could also result from misconduct.

Where Uber decided to refund a passenger, the fare to the passenger would typically be deducted from the driver's payments, but not always. Sometimes, Uber would pay drivers the cost of cleaning a vehicle soiled by a passenger.

There was no contract between the drivers and ULL but there were written agreements between the drivers and Uber BV, which were inconsistent with the existence of any worker relationship. The 'Services Agreement' setting out the contractual arrangements between Uber BV and the drivers stated that the driver was a 'customer' and that Uber BV agreed to provide electronic services to the driver and the driver agreed to provide transportation services to the passengers. Under the agreement, the driver agreed that Uber BV did not provide transportation services.

The Services Agreement also stated that Uber BV was the driver's payment collection agent and that payment by a passenger to Uber BV was the same as payment made directly to the driver. The fare was determined by Uber BV as a "recommended amount" which the driver could reduce but not increase. Fares were paid weekly to the driver less the service fee. Uber BV could change the fare calculation at any time and could reduce any fare or cancel it (where a passenger complained).

There were also 'Rider Terms' between the app user (the prospective passenger), Uber BV and ULL. These terms designated ULL as agent for the driver, acting as intermediary between the user and the driver. The Rider Terms granted a licence to the user to use the app.

The five factors in *Uber* which pointed towards the drivers being 'workers':

1. An absence of drivers' ability to negotiate price with customer: the remuneration paid to drivers for the work they did was fixed by Uber, and the drivers had no say in it (other than by choosing when and how much to work). Uber's control over remuneration further extended to the right to decide at its sole discretion whether to make a full or partial refund of the fare to a passenger in response to a complaint by the passenger about the service provided by the driver.
2. Absence of drivers' ability to negotiate terms with Uber: the contractual terms on which drivers performed their services were set by Uber, and drivers had no say in them.
3. Control over drivers accepting/declining rides: although drivers had the freedom to choose when and where to work, once a driver was logged onto the Uber app, their choice about whether to accept requests for rides was constrained by Uber in two ways. First, by controlling the information provided to the driver. The driver was not told of the passenger's destination until the passenger was picked up, so the driver had no opportunity to decline a booking on the basis that the driver did not wish to travel to that particular destination. Second, Uber penalised drivers who failed to accept a set proportion of trips they were offered. Uber argued this was justified because refusals trip requests caused delay to passengers and led to customer dissatisfaction. The Supreme Court said the question, though, was not whether the Uber system of control was in its commercial interests, but whether it placed drivers in a position of subordination to Uber. The Court found that it plainly did.
4. Control over the way drivers delivered their service: Uber vetted the types of cars that could be used, and the Uber technology – included the suggested routes - was wholly owned and controlled by Uber.
5. Uber controlled the drivers' communication with customers: Uber restricted communication between passenger and driver to the minimum necessary to perform the particular trip and took active steps to prevent drivers from establishing any relationship with a passenger capable of extending beyond an individual ride. For example, the drivers never found out the riders' surname, and were specifically prohibited by Uber from exchanging contact details with a passenger or contacting a passenger after the trip ended other than to return lost property.

Pimlico Plumbers Ltd & another v Smith [2018] UKSC 29

Between August 2005 and April 2011, Mr Smith, a plumbing and heating engineer, worked for Pimlico, a company that conducts a substantial plumbing business in London. In August 2011, Mr Smith issued proceedings against Pimlico and its owner in the Employment Tribunal. Mr Smith alleged that he had been an employee, and had been unfairly dismissed. He also claimed that he had been a worker and that he had suffered unlawful deductions from his wages, had not been paid for a period of his statutory annual leave and had been discriminated against by reference to a disability.

The Tribunal found that Mr Smith was not an employee, but also found that Mr Smith had been a 'worker' for Pimlico within the meaning of section 230(3) of the Employment Rights Act 1996, a 'worker' for Pimlico within the meaning of regulation 2(1) of the Working Time Regulations 1998, and that he had been in Pimlico's 'employment' within the meaning of section 83(2)(a) of the Equality Act 2010.

Appeals against these findings brought by Pimlico to the Employment Appeal Tribunal and the Court of Appeal failed.

The Supreme Court referred to the contractual documents having been "carefully choreographed" to serve inconsistent objectives; on the one hand, to present the operatives to the public as part of its workforce and on the other to render the operatives self-employed in business on their own account. A third identified objective was to enable Pimlico to exert a substantial measure of control over its operatives.

Mr Smith's contracts with Pimlico, including the company's manual, gave him no express right to appoint a substitute to do his work, although he could bring an assistant, which did not amount to substitution, according to the Supreme Court. Mr Smith did also have a limited facility to substitute in circumstances where, if he had quoted for work but another more lucrative job had subsequently arisen, he would be allowed to arrange for the work to be done by another Pimlico operative. The Supreme Court said that it was helpful to assess the significance of Mr Smith's right to substitute another Pimlico operative by reference to whether the dominant feature of the contract remained personal performance on his part.

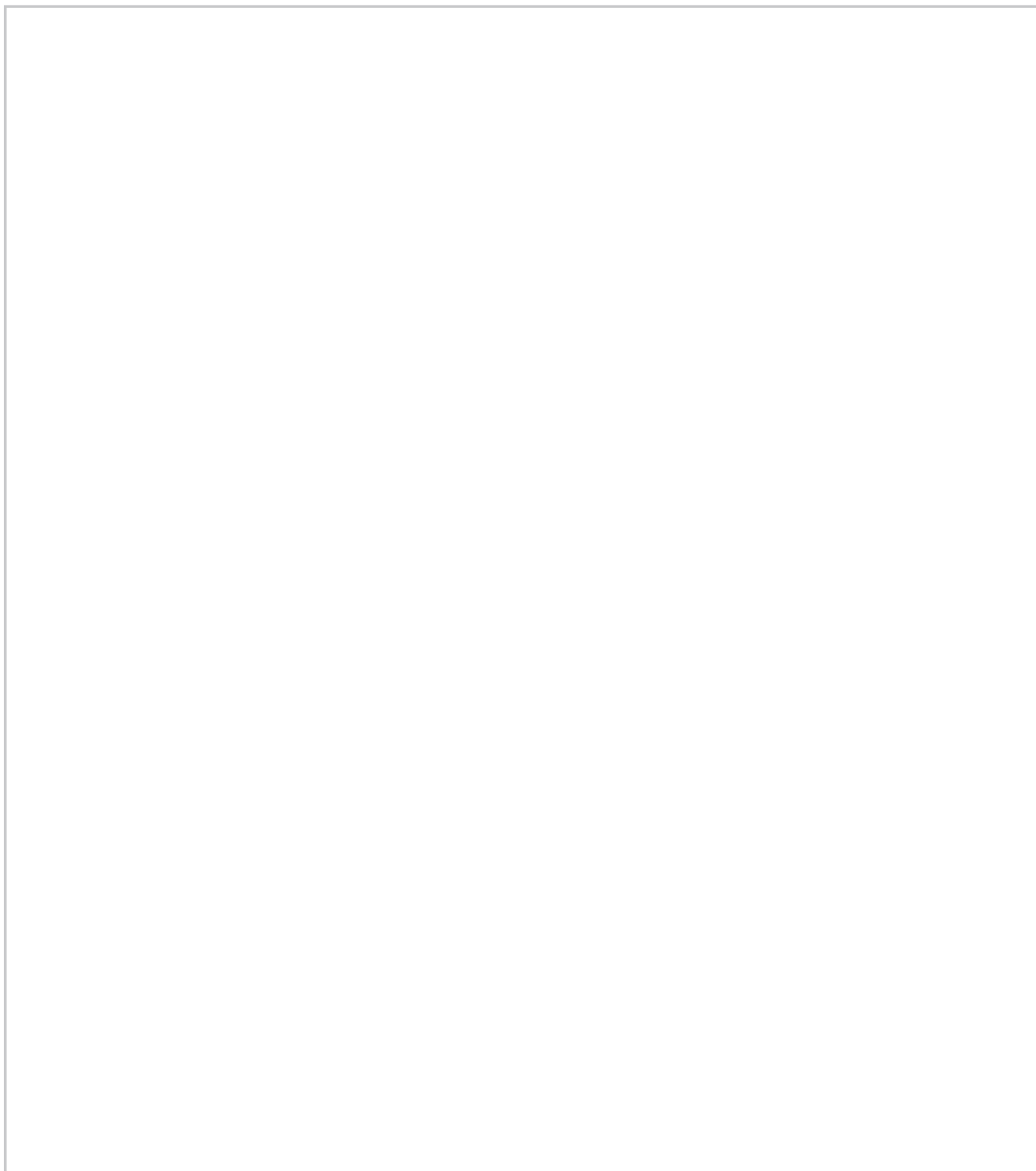
In coming to the conclusion that Mr Smith was a worker, the Supreme Court noted that the terms of Pimlico's contract with Mr Smith focused on personal performance. The terms referred to "your skills", to a warranty that "you will be competent to perform the work which you agree to carry out" and to a requirement of "a high standard of conduct and appearance". The terms of the accompanying manual included requirements that "your appearance must be clean and smart", that the Pimlico uniform should be "clean and worn at all times" and that "[y]our [Pimlico] ID card must be carried when working for the Company".

To the extent that Mr Smith's facility to appoint a substitute was the product of a contractual right, the limitation of it was significant: the substitute had to come from

the ranks of Pimlico operatives, in other words, from those bound to Pimlico by an identical suite of heavy obligations. It was the converse of a situation in which the other party is uninterested in the identity of the substitute, provided only that the work gets done.

The Court agreed that there were features of the contract which strongly militated against recognition of Pimlico as a client or customer of Mr Smith. Its tight control over him was reflected in its requirements that he should wear the branded Pimlico uniform; drive its branded van, to which Pimlico applied a tracker; carry its identity card; and closely follow the administrative instructions of its control room.

In addition, the company imposed severe terms as to when and how much it was obliged to pay Mr Smith, which were inconsistent with Mr Smith being a truly independent contractor. The contract made references to "wages", "gross misconduct" and "dismissal" and there was a suite of covenants restrictive of his working activities following termination.



Dewhurst and others v (1) Revisecatch Ltd t/a Ecourier; (2) City Sprint (UK) Ltd ET/2202512/2016

This was an employment tribunal case that examined the status of cycle couriers.

To become a courier, applicants had to pass a two-day recruitment process. Successful applicants were presented with a document called a 'confirmation of tender to supply courier services', which treated them as self-employed contractors. They had to acknowledge a number of key terms, which included statements that:

- the courier was not under any obligation to provide services
- the company was under no obligation to provide work
- the courier could use a substitute to provide the courier service provided the substitute satisfied certain criteria
- if the courier did not work, then they would not get paid

There was no entitlement to holiday, maternity or sick pay, and couriers were paid by the job.

Despite the statements in the 'confirmation of tender to supply courier services' document, in reality, couriers:

- had to log into the company's city tracker system when on circuit and log out at the end of the day
- had to wear a company uniform
- had to work when they said they would
- were directed by radio and mobile phone
- were told to smile

The Tribunal held that Ms Dewhurst had been recruited by City Sprint and integrated into its business, and so she was a worker during the period she was logged into the City Sprint tracker system.

Bandi v Bolt Operations ET/2206953/2021

The Employment Tribunal held that private hire drivers were not only 'workers' of Bolt but that they were 'working' (and so entitled to rights such as accrued holiday and national minimum wage) not only when they were running a fare secured using the Bolt app but whenever they were driving in the designated area with the Bolt app activated.

This potentially blows the gig economy model wide open. It could lead to serious issues where workers are multi-apping.

Consider, for example, that a courier is logged on to the JustEat app but, at the same time, is also logged on to Deliveroo and UberEats. Is the courier working for all three whenever they are logged on?

In the Bolt case the tribunal were not asked to consider the situation if the Bolt drivers had been multi-apping. We await another case to deal with this complexity.

Johnson v Gettaxi [2024] EAT 162

This balances out the Bolt case, to an extent.

The Employment Appeal Tribunal was called upon to consider the employment status of black cab drivers who made use of Gettaxi's app to secure fares. They were held to be self-employed. They were in business on their own account as black taxi drivers. The use of the app was just a way to increase their business.

The following points were relevant to this conclusion:

- No penalties were imposed by Gettaxi for rejections of rides offered. This indicated that the driver was in business on his own account.
- The driver was free to follow the routes he considered best and there was no penalty for not following the GPS route (unlike in Uber).
- The driver was given limited details about passengers on accepting fares. There was nothing stopping the driver from making arrangements direct with passengers for other trips.
- Drivers were able to increase their earnings by plying for hire in the traditional way as a black cab driver or by signing up to other apps.

PRACTICAL CONSIDERATIONS

General indicators

①

②

③

④

⑤

⑥

⑦

⑧

⑨

Specific pointers towards employee or worker status

①

②

③

④

⑤

⑥

⑦

Specific pointers towards self-employed status

①

②

③

④

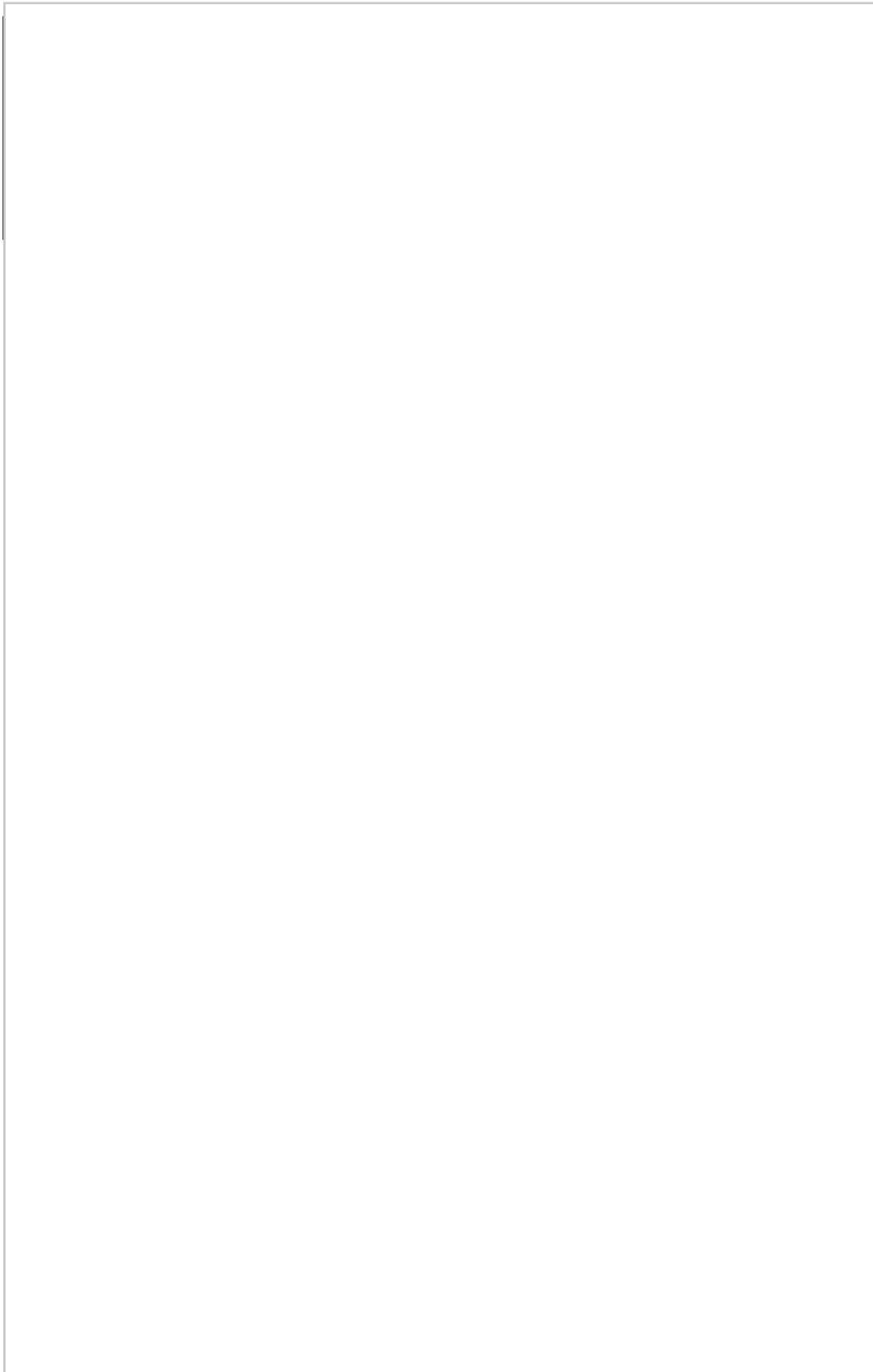
⑤

⑥

⑦

⑧

GOVERNMENT REFORM



MODULE 3:
**CONTINUITY,
MINIMUM WAGE
AND UNLAWFUL
DEDUCTIONS**

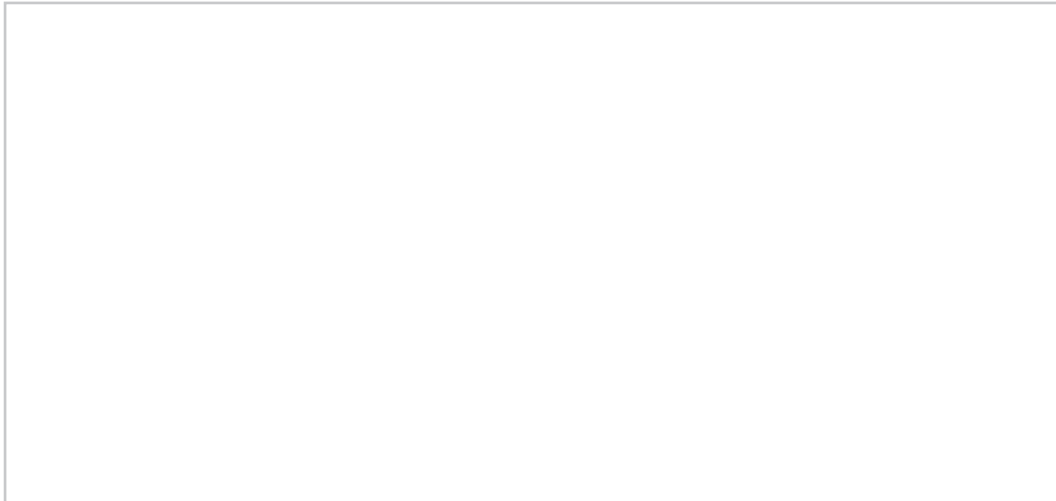
CONTINUITY OF EMPLOYMENT

s210(2) Employment Rights Act 1996

A 'month' is a calendar month

A 'year' is 12 calendar months

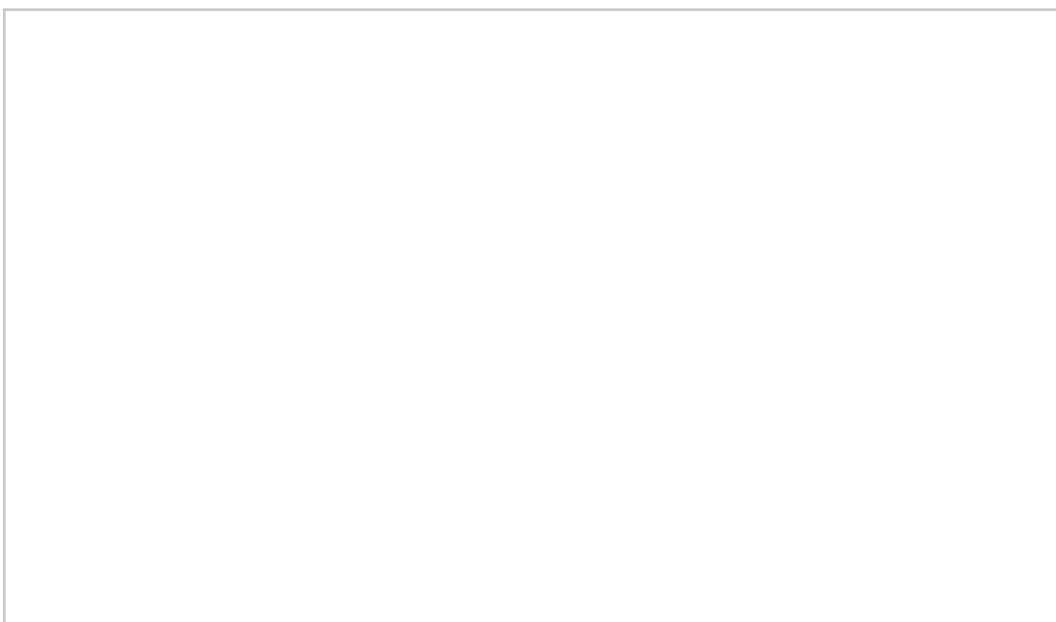
When does employment start?



When does employment end?

Effective Date of Termination (EDT)

Resignation

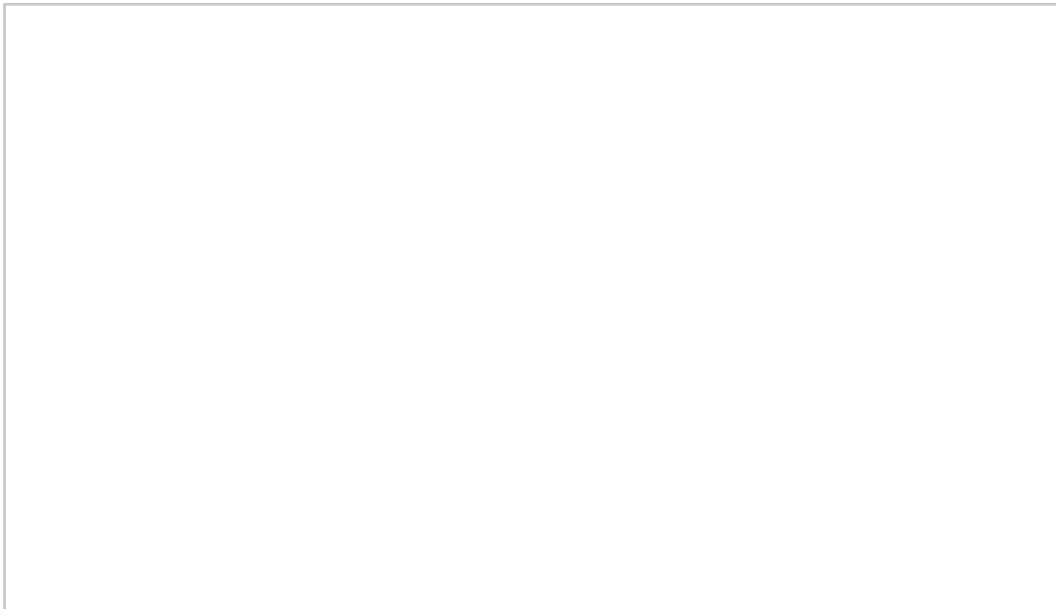


Dismissal

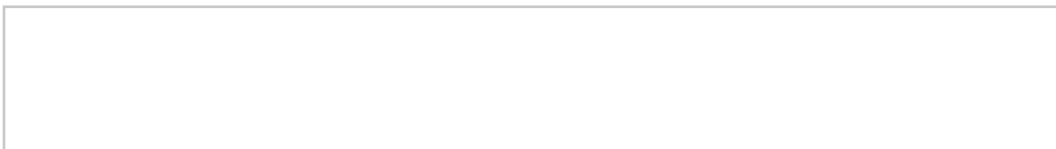
1. Given Notice → EDT = date on which notice ends
2. Summarily dismissed → EDT = date of dismissal
3. PILON → EDT = date of dismissal
4. Fixed term contract → EDT = date of expiry



The extra week



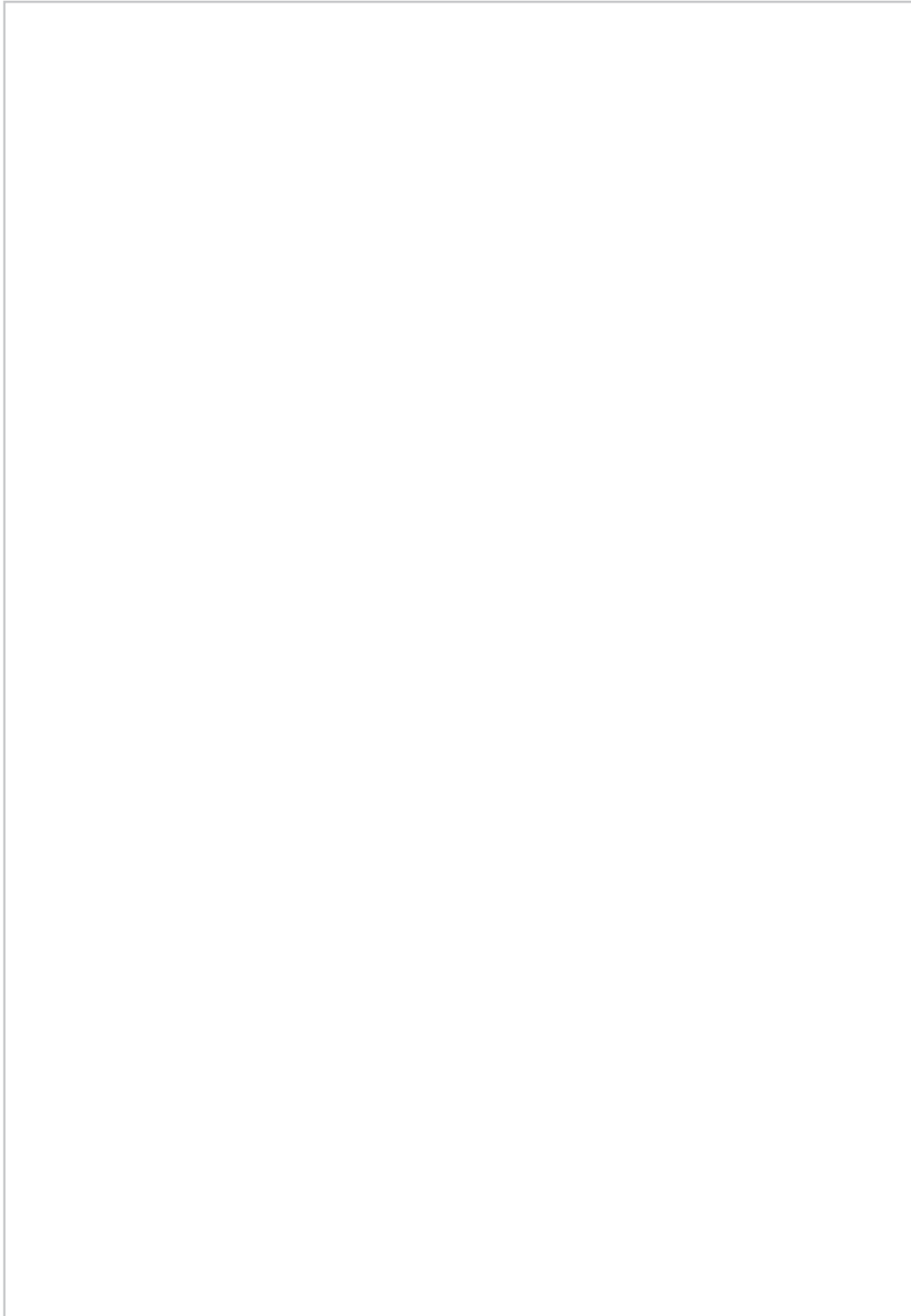
Settlement Agreement



Breaks in employment

s210(4) Employment Rights Act 1996

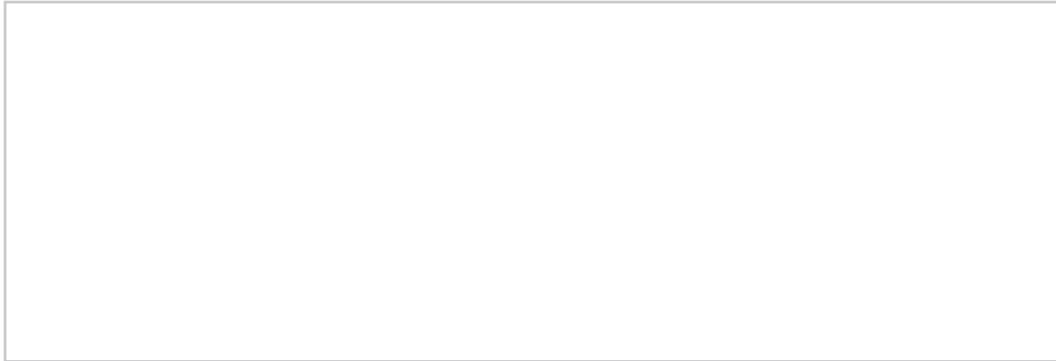
s235(1) Employment Rights Act 1996



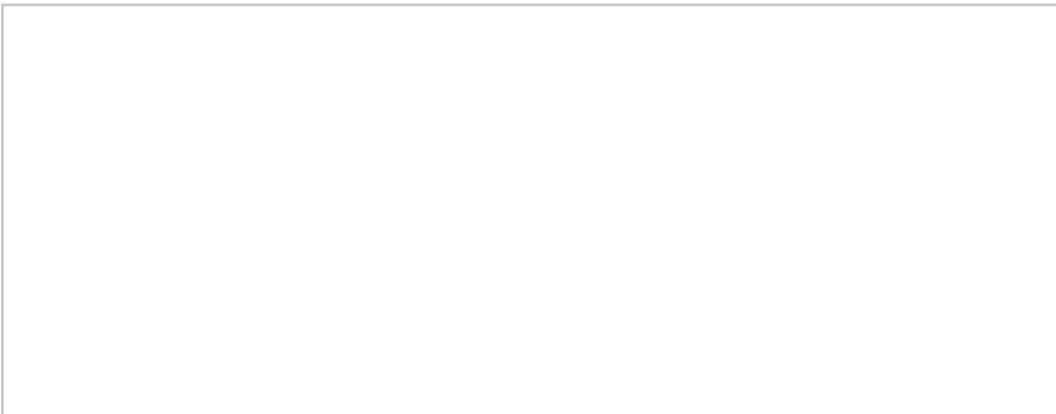
Weeks that do not count towards continuity of employment, but do not break service

ss215-217 Employment Rights Act 1996

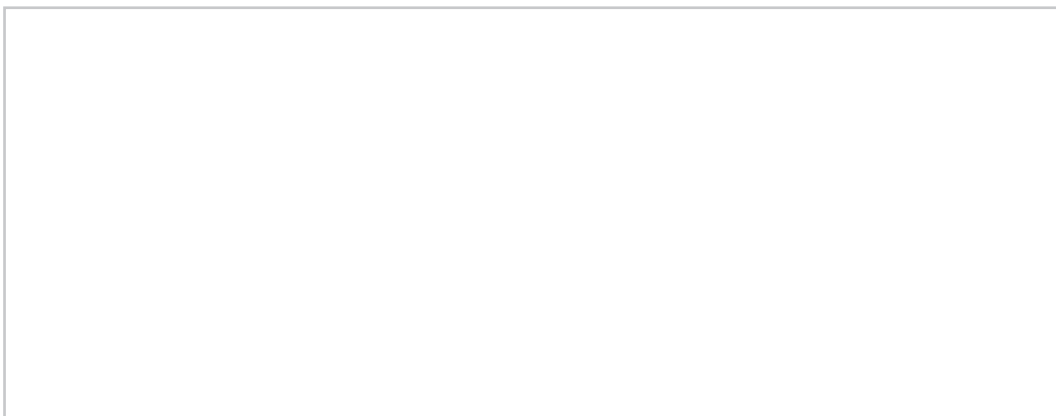
- When the employee is working outside of Great Britain (which only applies when calculating a statutory redundancy payment)



- When an employee is absent due to a strike or lock out



- When an employee is on military service



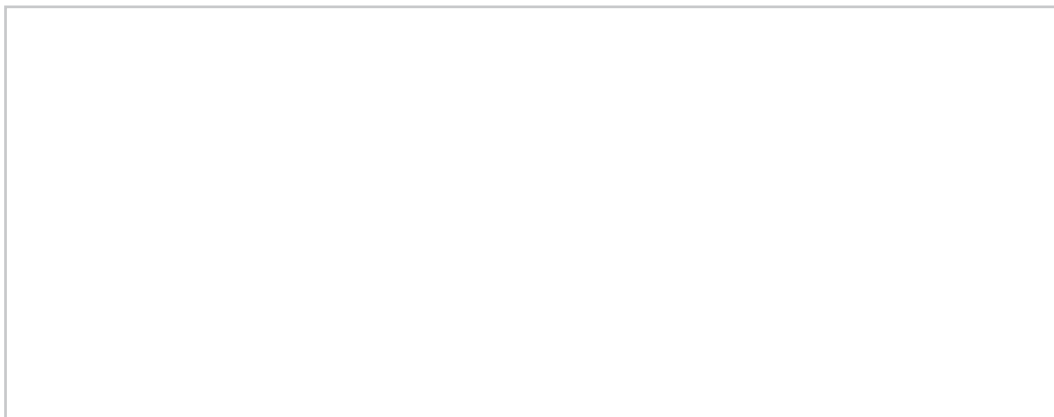
What does *not* break continuity of service

s212(3) Employment Rights Act 1996

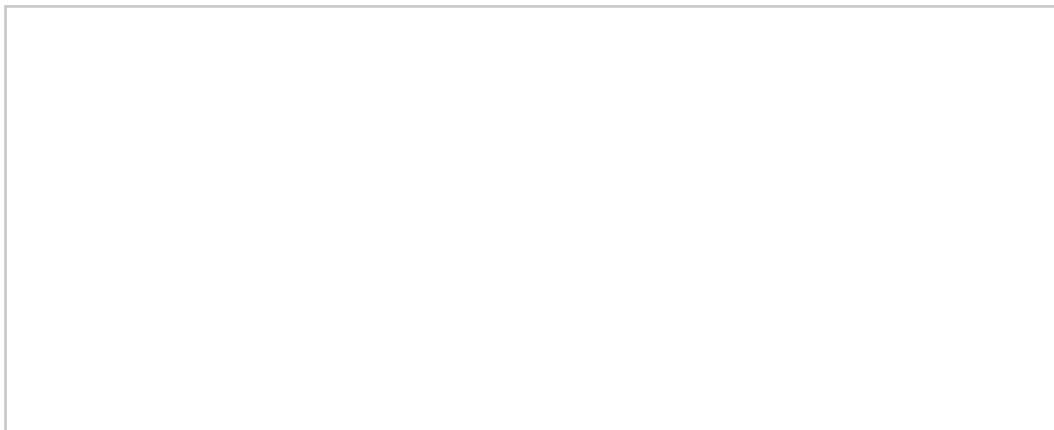
- Unable to work due to sickness or injury



- Absent from work because there is a temporary cessation of work



- Absent from work in circumstances where, by arrangement or custom, the employee is seen as continuing in employment

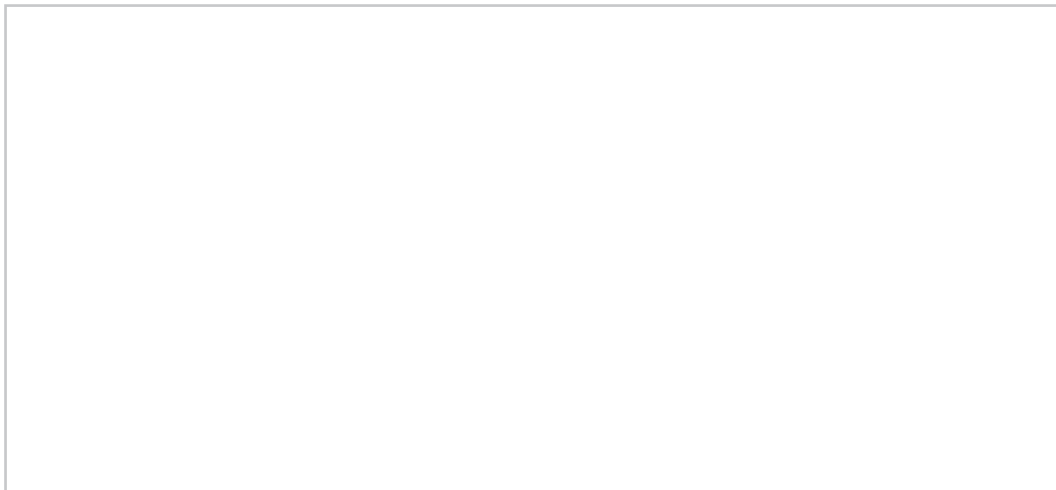


NATIONAL MINIMUM WAGE

Who is entitled to the national minimum wage?

National Minimum Wage Act 1998

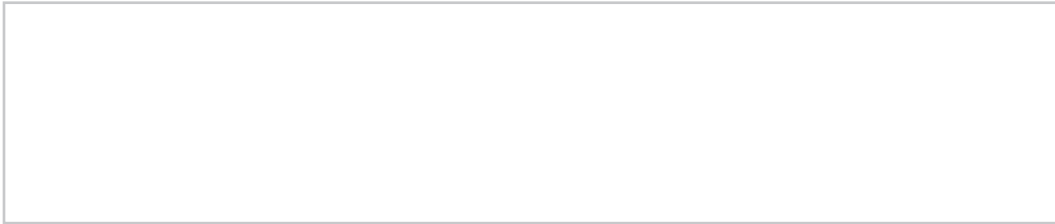
- A worker or employee who ordinarily works in the UK and has ceased to be of compulsory school age (s1 NMWA 1998)
- Agency workers (s34 NMWA 1998)
- Apprentices aged below 19 or who are within the first 12 months of their employment or engagement
- Homeworkers even if they do not come within the normal definition of 'worker' because they are not obliged to perform their work personally (s35 NMWA 1998)



How much is the national minimum wage?

	From April 2025	From April 2026
For workers aged 21 or more	£12.21	£12.71
For workers aged 18 to 20	£10	£10.85
For workers aged 16 or 17	£7.55	£8
For apprentices	£7.55	£8

Reference period



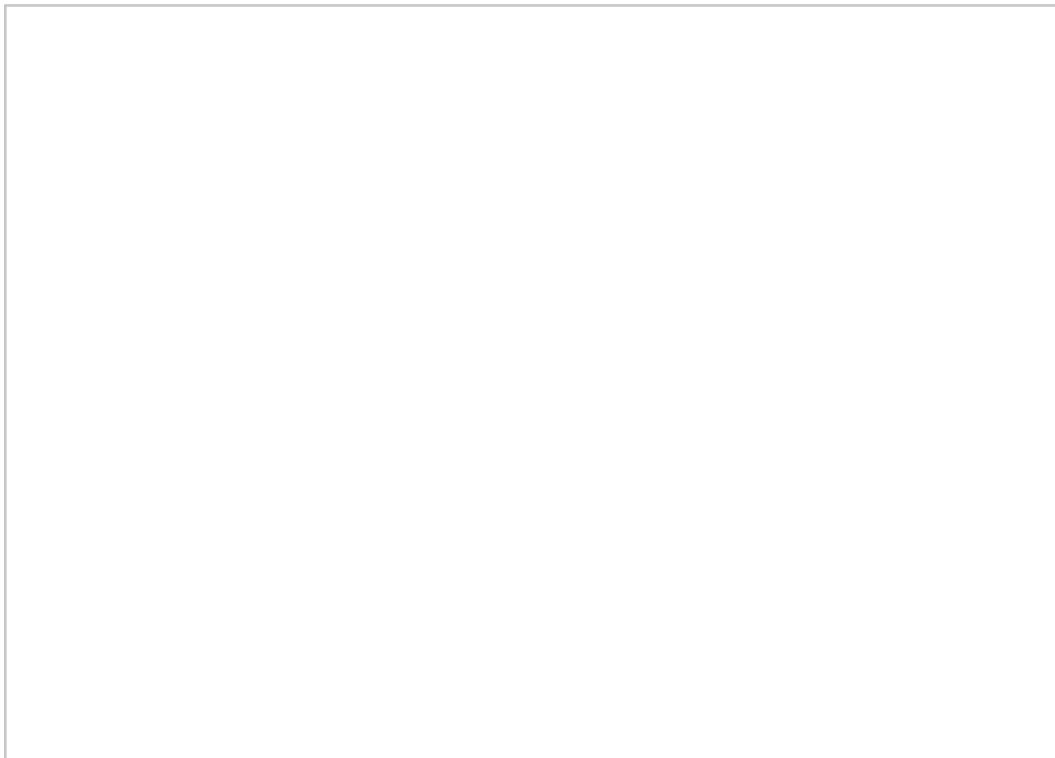
What does and doesn't count

This counts

- accommodation offset (currently £10.66 per day, increasing to £11.10 per day or £77.70 per week from April 2026)

This doesn't count

- Payment of a pension
- Redundancy payments
- Benefits in kind (other than the accommodation offset, above)
- Payments paid by the employer to the worker representing amounts paid by customers by way of a service charge, tip, gratuity or cover charge
- Payments relating to income tax deductible travelling expenses



Sleep-in and on-call workers

National Minimum Wage Regulations 2015 reg 27(2)
"hours a worker is available at or near a place of work for the purposes of working, unless the worker is at home"

Royal Mencap Society v Tomlinson-Blake [2021] UKSC 8

Records

s10 National Minimum Wage Act 1998

Enforcement

UNLAWFUL DEDUCTIONS FROM WAGES

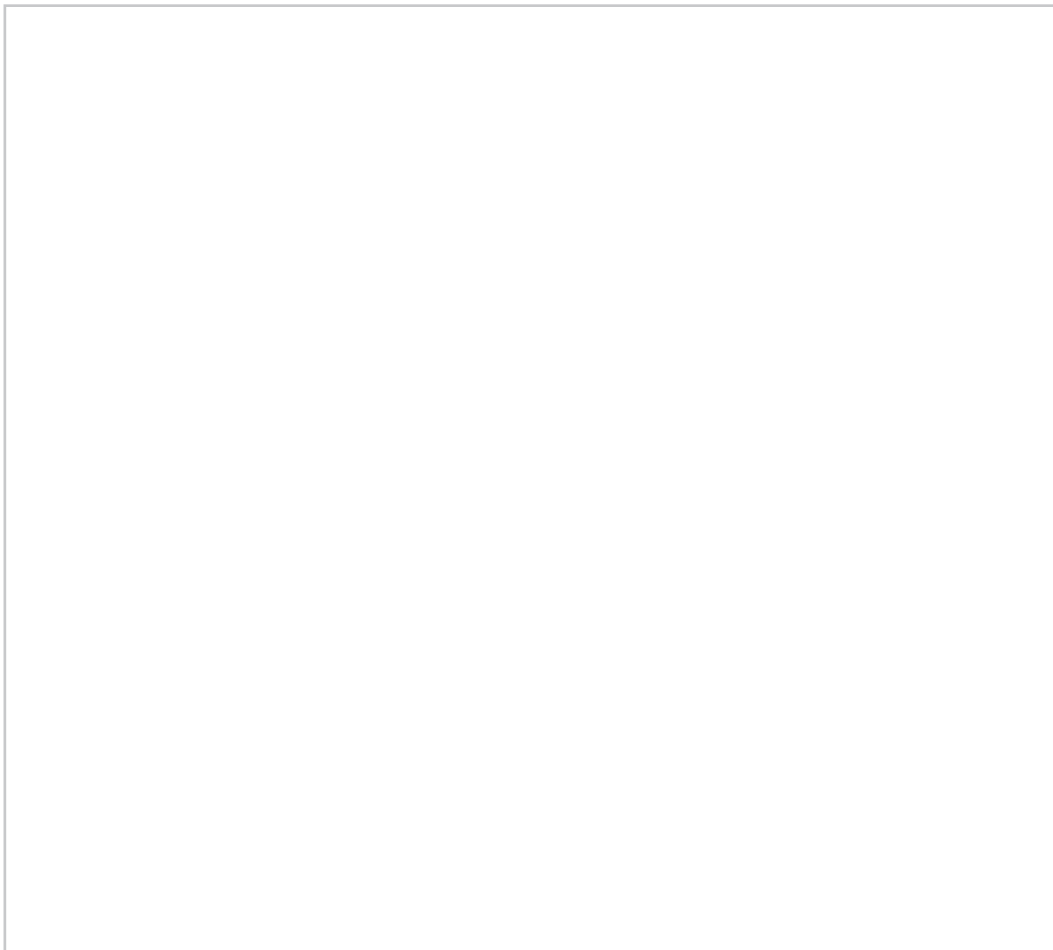
s13 Employment Rights Act 1996

Exceptions:

- Deductions required or authorised by law (such as PAYE or under an attachment of earnings order) or by the worker's contract
- Deductions authorised by the employee in advance of the event in respect of which they are made
- Deductions to reimburse the employer for overpayment of wages or expenses
- Deductions made 'on account of the worker's having taken part' in a strike or other industrial action

The written consent exception

Potter v Hunt Contracts Ltd [1992] IRLR108



What is meant by 'wages'?

s27 Employment Rights Act 1996

Wages include:

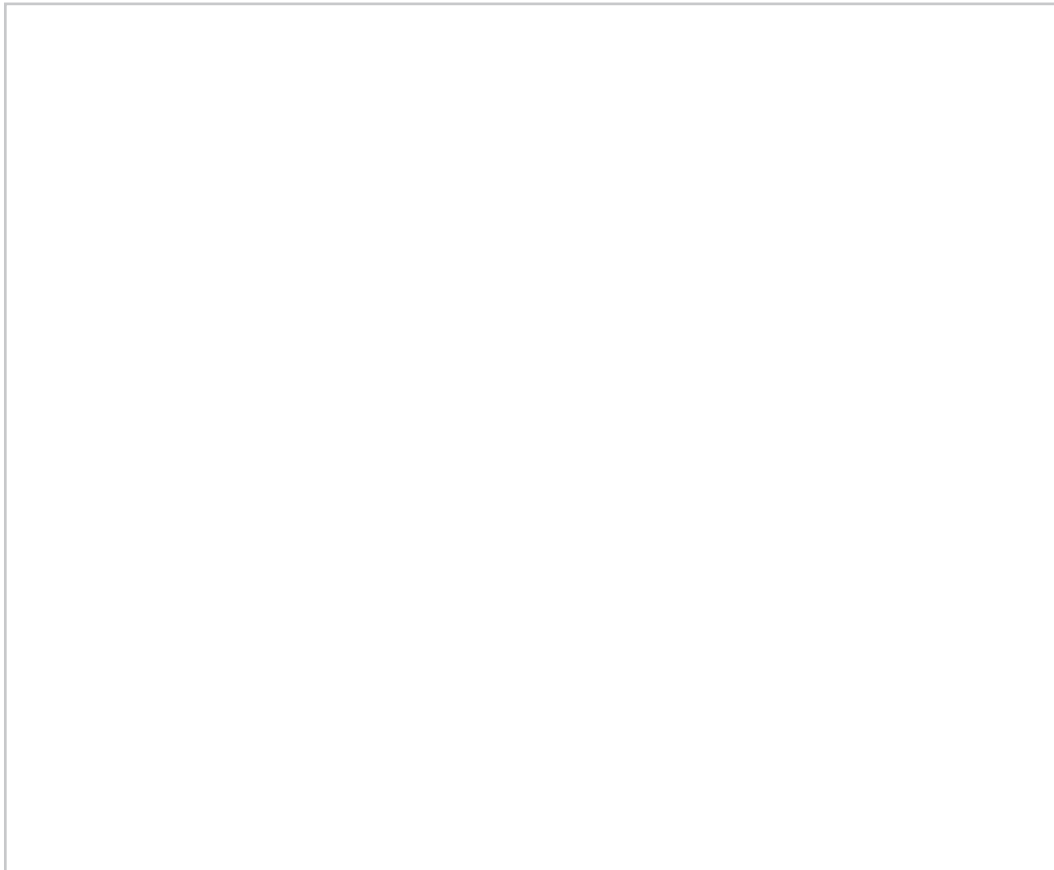
- fees
- bonuses (including those which are non-contractual),
- commissions
- holiday pay,
- statutory sick pay
- statutory maternity, paternity and adoption pay
- a number of other statutory payments.

Excluded from the definition of wages:

- advances on loans
- payments for expenses
- payments by way of pension or in connection with retirement or loss of office
- redundancy payments
- any payment to the worker other than in his capacity as a worker

Delaney v Staples [1992] IRLR 191

Morgan v Glamorgan County Council [1995] IRLR 68



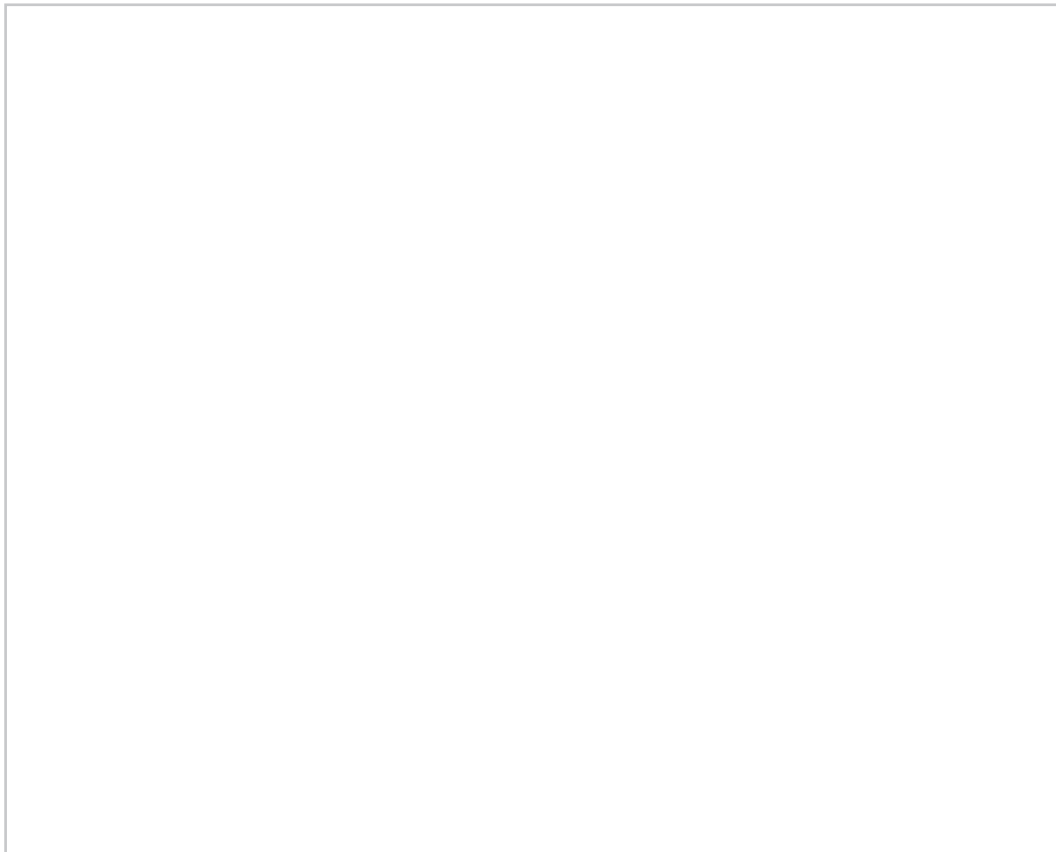
Dismissal for complaining about unauthorised deductions



Time Limits

Deksne v Ambitions Ltd [2024] EAT 171

- the time limit is three months
- but that is three months from the last default by the employer
- consequently, the claim can go back to the beginning of the series
- subject to an overall limit of two years



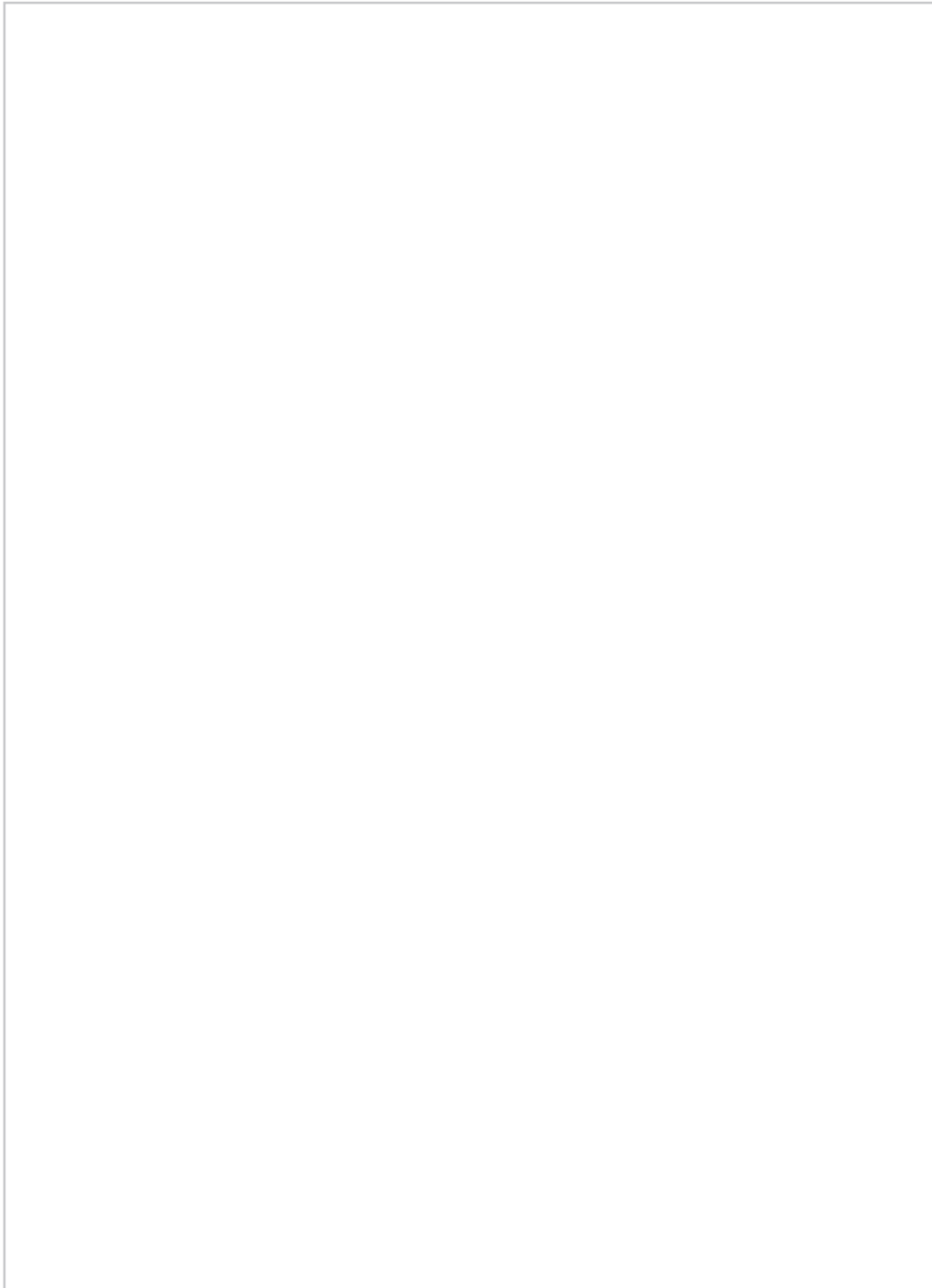
ITEMISED PAY STATEMENTS

ss 8,9,11,12 Employment Rights Act 1996
Coles v John Wood & Co [1986] ICR 71



UNFAIR V WRONGFUL DISMISSAL

s87 Employment Rights Act 1996



APPENDIX

Table of the Main Employment Rights

	Employee	Worker
Discrimination rights	✓	✓ ^{Note 1}
Paid annual leave	✓	✓
National minimum wage	✓	✓
Protection against unlawful deduction from wages	✓	✓
Written Particulars of Employment	✓	✓
Itemised pay statement	✓	✓
Rest breaks	✓	✓
Maximum working week	✓	✓
Right to be accompanied at disciplinary/grievance hearing	✓	✓
Whistleblowing protection	✓	✓
Detriments	✓	✓ ^{Note 2}
Right not to be unfairly dismissed	✓	
Written statement of reasons for dismissal	✓	
Redundancy payments	✓	
Collective redundancy consultation	✓	
Statutory minimum notice period	✓	
Statutory sickpay	✓	
Certain payments on insolvency	✓	
TUPE protection	✓	
Statutory maternity, parental etc leave and pay	✓	
Shared parental leave	✓	
Request flexible working	✓	
Time off for antenatal / adoption appointments	✓	
Time off for dependants	✓	
Time off to look for work when redundant	✓	
Time off to request study	✓	

Note 1: workers do not have rights against discrimination on grounds of fixed-term working

Note 2: a few of the detriment rights do not apply to workers; the most important are detriment rights arising from fixed-term working, flexible working and jury service



Employment Rights Act 1996

1 Statement of initial employment particulars.

- (1) Where [^{F1}a worker] begins employment with an employer, the employer shall give to [^{F2}the worker] a written statement of particulars of employment.
- [^{F3}(2) Subject to sections 2(2) to (4)—
- (a) the particulars required by subsections (3) and (4) must be included in a single document; and
 - (b) the statement must be given not later than the beginning of the employment.]
- (3) The statement shall contain particulars of—
- (a) the names of the employer and [^{F4}worker],
 - (b) the date when the employment began, and
 - (c) [^{F5}in the case of a statement given to an employee,] the date on which the employee's period of continuous employment began (taking into account any employment with a previous employer which counts towards that period).
- (4) The statement shall also contain particulars, as at a specified date not more than seven days before the statement [^{F6}(or the instalment of a statement given under section 2(4) containing them)] is given, of—
- (a) the scale or rate of remuneration or the method of calculating remuneration,
 - (b) the intervals at which remuneration is paid (that is, weekly, monthly or other specified intervals),
 - [^{F7}(c) any terms and conditions relating to hours of work including any terms and conditions relating to—
 - (i) normal working hours,
 - (ii) the days of the week the worker is required to work, and
 - (iii) whether or not such hours or days may be variable, and if they may be how they vary or how that variation is to be determined.]
 - (d) any terms and conditions relating to any of the following—
 - (i) entitlement to holidays, including public holidays, and holiday pay (the particulars given being sufficient to enable

- the [^{F8}worker's] entitlement, including any entitlement to accrued holiday pay on the termination of employment, to be precisely calculated),
- (ii) incapacity for work due to sickness or injury, including any provision for sick pay, ^{F9}...
- [^{F10}(iia) any other paid leave, and]
- (iii) pensions and pension schemes,
- [^{F11}(da) any other benefits provided by the employer that do not fall within another paragraph of this subsection,]
- (e) the length of notice which the [^{F12}worker] is obliged to give and entitled to receive to terminate his contract of employment [^{F13}or other worker's contract],
- (f) the title of the job which the [^{F14}worker] is employed to do or a brief description of the work for which he is employed,
- (g) where the employment is not intended to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date when it is to end,
- [^{F15}(ga) any probationary period, including any conditions and its duration,]
- (h) either the place of work or, where the [^{F16}worker] is required or permitted to work at various places, an indication of that and of the address of the employer,
- (i) any collective agreements which directly affect the terms and conditions of the employment including, where the employer is not a party, the persons by whom they were made, ^{F17}...
- (k) where the [^{F18}worker] is required to work outside the United Kingdom for a period of more than one month—
- (i) the period for which he is to work outside the United Kingdom,
- (ii) the currency in which remuneration is to be paid while he is working outside the United Kingdom,
- (iii) any additional remuneration payable to him, and any benefits to be provided to or in respect of him, by reason of his being required to work outside the United Kingdom, and
- (iv) any terms and conditions relating to his return to the United Kingdom.
- [^{F19}(l) any training entitlement provided by the employer,
- (m) any part of that training entitlement which the employer requires the worker to complete, and
- (n) any other training which the employer requires the worker to complete and which the employer will not bear the cost of.]
- (5) Subsection (4)(d)(iii) does not apply to [^{F20}a worker] of a body or authority if—

- (a) the [F21worker’s] pension rights depend on the terms of a pension scheme established under any provision contained in or having effect under any Act, and
 - (b) any such provision requires the body or authority to give to a new [F22worker] information concerning the [F23worker’s] pension rights or the determination of questions affecting those rights.
- [F24(6) In this section “probationary period” means a temporary period specified in the contract of employment or other worker’s contract between a worker and an employer that—
- (a) commences at the beginning of the employment, and
 - (b) is intended to enable the employer to assess the worker’s suitability for the employment.]

2 Statement of initial particulars: supplementary.

- (1) If, in the case of a statement under section 1, there are no particulars to be entered under any of the heads of paragraph (d) or (k) of subsection (4) of that section, or under any of the other paragraphs of subsection (3) or (4) of that section, that fact shall be stated.
 - (2) A statement under section 1 may refer the [F25worker] for particulars of any of the matters specified in [F26subsection (4)(d)(ii) to (iii) and (l)] of that section to the provisions of some other document which is reasonably accessible to the [F25worker].
 - (3) A statement under section 1 may refer the [F27worker] for particulars of either of the matters specified in subsection (4)(e) of that section to the law or to the provisions of any collective agreement directly affecting the terms and conditions of the employment which is reasonably accessible to the [F27worker].
- [F28(4) A statement, insofar as it relates to the particulars required by section 1 (4) (d)(iii), (j) and (l) and the note required by section 3—
- (a) may be given in instalments; and
 - (b) must be given not later than two months after the beginning of the employment, even where the employment ends before that date.]
- (5) Where before the end of the period of two months after the beginning of [F29a worker’s] employment the [F30worker] is to begin to work outside the United Kingdom for a period of more than one month, [F31any instalment of a statement given under subsection (4)] shall be given to him not later than the time when he leaves the United Kingdom in order to begin so to work.
- F32(6)

3 Note about disciplinary procedures and pensions.

- (1) A statement under section 1 shall include a note—
 - (a) specifying any disciplinary rules applicable to [F33the worker] or referring [F33the worker] to the provisions of a document specifying

such rules which is reasonably accessible to [F33the worker],

- [F34(aa) specifying any procedure applicable to the taking of disciplinary decisions relating to [F35the worker], or to a decision to dismiss [F35the worker], or referring [F35the worker] to the provisions of a document specifying such a procedure which is reasonably accessible to [F35the worker],]
- (b) specifying (by description or otherwise)—
 - (i) a person to whom [F36the worker] can apply if dissatisfied with any disciplinary decision relating to him [F37or any decision to dismiss him], and
 - (ii) a person to whom [F38the worker] can apply for the purpose of seeking redress of any grievance relating to his employment, and the manner in which any such application should be made, and
- (c) where there are further steps consequent on any such application, explaining those steps or referring to the provisions of a document explaining them which is reasonably accessible to [F39the worker].

(2) Subsection (1) does not apply to rules, disciplinary decisions, [F40decisions to dismiss] grievances or procedures relating to health or safety at work.

F41 (3)

F41 (4)

F42 (5)

4 Statement of changes.

(1) If, after the material date, there is a change in any of the matters particulars of which are required by sections 1 to 3 to be included or referred to in a statement under section 1, the employer shall give to [F43the worker] a written statement containing particulars of the change.

(2) For the purposes of subsection (1)—

- (a) in relation to a matter particulars of which are included or referred to in a statement given under section 1 F44... , the material date is the date to which the statement relates,
- (b) in relation to a matter particulars of which—
 - (i) are included or referred to in an instalment of a statement given under [F45section 2(4)]
 - F46(ii)the material date is the date to which the instalment relates, and
- (c) in relation to any other matter, the material date is the date by which a statement under section 1 is required to be given.

(3) A statement under subsection (1) shall be given at the earliest opportunity and, in any event, not later than—

- (a) one month after the change in question, or

- (b) where that change results from ^[F47]the worker] being required to work outside the United Kingdom for a period of more than one month, the time when he leaves the United Kingdom in order to begin so to work, if that is earlier.
- (4) A statement under subsection (1) may refer ^[F48]the worker] to the provisions of some other document which is reasonably accessible to ^[F48]the worker] for a change in any of the matters specified in ^[F49]sections 1 (4)(d)(ii) to (iii)] and 3(1)(a) and (c).
- (5) A statement under subsection (1) may refer ^[F50]the worker] for a change in either of the matters specified in section 1(4)(e) to the law or to the provisions of any collective agreement directly affecting the terms and conditions of the employment which is reasonably accessible to ^[F50]the worker].
- (6) Where, after an employer has given to ^[F51]a worker] a statement under section 1, either—
- (a) the name of the employer (whether an individual or a body corporate or partnership) is changed without any change in the identity of the employer, or
- (b) ^[F52]in the case of a statement given to an employee,] the identity of the employer is changed in circumstances in which the continuity of the employee's period of employment is not broken, and subsection (7) applies in relation to the change, the person who is the employer immediately after the change is not required to give to ^[F53]the worker] a statement under section 1; but the change shall be treated as a change falling within subsection (1) of this section.
- (7) This subsection applies in relation to a change if it does not involve any change in any of the matters (other than the names of the parties) particulars of which are required by sections 1 to 3 to be included or referred to in the statement under section 1.
- (8) A statement under subsection (1) which informs an employee of a change such as is referred to in subsection (6)(b) shall specify the date on which the employee's period of continuous employment began.

5 Exclusion from rights to statements.

- (1) Sections 1 to 4 apply to ^[F54]a worker] who at any time comes or ceases to come within the exceptions from those sections provided by ^[F55]section] 199, and under section 209, as if his employment with his employer terminated or began at that time.
- (2) The fact that section 1 is directed by subsection (1) to apply to ^[F56]a worker] as if his employment began on his ceasing to come within the exceptions referred to in that subsection does not affect the obligation under section 1(3)(b) to specify the date on which his employment actually began.

6 Reasonably accessible document or collective agreement.

In sections 2 to 4 references to a document or collective agreement which is

reasonably accessible to [^{F57}a worker] are references to a document or collective agreement which—

- (a) [^{F58}the worker] has reasonable opportunities of reading in the course of his employment, or
- (b) is made reasonably accessible to [^{F59}the worker] in some other way.

7 Power to require particulars of further matters.

The Secretary of State may by order provide that section 1 shall have effect as if particulars of such further matters as may be specified in the order were included in the particulars required by that section; and, for that purpose, the order may include such provisions amending that section as appear to the Secretary of State to be expedient.

[^{F60}7A Use of alternative documents to give particulars

- (1) Subsections (2) and (3) apply where—
 - (a) an employer gives [^{F61}a worker] a document in writing in the form of a contract of employment [^{F62}or other worker's contract] or letter of engagement,
 - (b) the document contains information which, were the document in the form of a statement under section 1, would meet the employer's obligation under that section in relation to the matters mentioned [^{F63}in that section save for the particulars specified in section 2(4) and], and
 - [^{F64}(c) the document is given not later than the beginning of the employment.]
- (2) The employer's duty under section 1 in relation to any matter shall be treated as met if the document given to the [^{F65}worker] contains information which, were the document in the form of a statement under that section, would meet the employer's obligation under that section in relation to that matter.
- (3) The employer's duty under section 3 shall be treated as met if the document given to the [^{F66}worker] contains information which, were the document in the form of a statement under section 1 and the information included in the form of a note, would meet the employer's obligation under section 3.
- (4) For the purposes of this section a document to which subsection (1)(a) applies shall be treated, in relation to information in respect of any of the matters mentioned in section 1(4), as specifying the date on which the document is given to the [^{F67}worker] as the date as at which the information applies.
- (5) Where subsection (2) applies in relation to any matter, the date on which the document by virtue of which that subsection applies is given to the [^{F68}worker] shall be the material date in relation to that matter for the purposes of section 4(1).
- (6) Where subsection (3) applies, the date on which the document by virtue

of which that subsection applies is given to the [F69worker] shall be the material date for the purposes of section 4(1) in relation to the matters of which particulars are required to be given under section 3.

- (7) The reference in section 4(6) to an employer having given a statement under section 1 shall be treated as including his having given a document by virtue of which his duty to give such a statement is treated as met.

7B Giving of alternative documents before start of employment

A document in the form of a contract of employment [F70or other worker's contract] or letter of engagement given by an employer to [F71a worker] before the beginning of the [F72worker's] employment with the employer shall, when the employment begins, be treated for the purposes of section 7A as having been given at that time.]

8 Itemised pay statement.

- (1) [F73A worker] has the right to be given by his employer, at or before the time at which any payment of wages or salary is made to him, a written itemised pay statement.
- (2) The statement shall contain particulars of—
- (a) the gross amount of the wages or salary,
 - (b) the amounts of any variable, and (subject to section 9) any fixed, deductions from that gross amount and the purposes for which they are made,
 - (c) the net amount of wages or salary payable, F74...
 - (d) where different parts of the net amount are paid in different ways, the amount and method of payment of each part-payment; [F75and
 - (e) where the amount of wages or salary varies by reference to time worked, the total number of hours worked in respect of the variable amount of wages or salary either as—
 - (i) a single aggregate figure, or
 - (ii) separate figures for different types of work or different rates of pay.]

9 Standing statement of fixed deductions.

- (1) A pay statement given in accordance with section 8 need not contain separate particulars of a fixed deduction if—
- (a) it contains instead an aggregate amount of fixed deductions, including that deduction, and
 - (b) the employer has given to [F76the worker], at or before the time at which the pay statement is given, a standing statement of fixed deductions which satisfies subsection (2).
- (2) A standing statement of fixed deductions satisfies this subsection if—

- (a) it is in writing,
 - (b) it contains, in relation to each deduction comprised in the aggregate amount of deductions, particulars of—
 - (i) the amount of the deduction,
 - (ii) the intervals at which the deduction is to be made, and
 - (iii) the purpose for which it is made, and
 - (c) it is (in accordance with subsection (5)) effective at the date on which the pay statement is given.
- (3) A standing statement of fixed deductions may be amended, whether by—
- (a) addition of a new deduction,
 - (b) a change in the particulars, or
 - (c) cancellation of an existing deduction, by notice in writing, containing particulars of the amendment, given by the employer to [F76the worker].
- (4) An employer who has given to [F77a worker] a standing statement of fixed deductions shall—
- (a) within the period of twelve months beginning with the date on which the first standing statement was given, and
 - (b) at intervals of not more than twelve months afterwards, re-issue it in a consolidated form incorporating any amendments notified in accordance with subsection (3).
- (5) For the purposes of subsection (2)(c) a standing statement of fixed deductions—
- (a) becomes effective on the date on which it is given to [F76the worker], and
 - (b) ceases to be effective at the end of the period of twelve months beginning with that date or, where it is re-issued in accordance with subsection (4), with the end of the period of twelve months beginning with the date of the last re-issue.

10 Power to amend provisions about pay and standing statements.

The Secretary of State may by order—

- (a) vary the provisions of sections 8 and 9 as to the particulars which must be included in a pay statement or a standing statement of fixed deductions by adding items to, or removing items from, the particulars listed in those sections or by amending any such particulars, and
- (b) vary the provisions of subsections (4) and (5) of section 9 so as to shorten or extend the periods of twelve months referred to in those subsections, or those periods as varied from time to time under this section.

11 References to [F78employment tribunals].

- [F79](1) Where an employer does not give a worker a statement as required by section 1, 4 or 8 (either because the employer gives the worker no statement or because the statement the employer gives does not comply with what is required), the worker may require a reference to be made to an employment tribunal to determine what particulars ought to have been included or referred to in a statement so as to comply with the requirements of the section concerned.]
- (2) Where—
 - [F80(a) a statement purporting to be a statement under section 1 or 4, or a pay statement or a standing statement of fixed deductions purporting to comply with section 8 or 9, has been given to a worker, and]
 - (b) a question arises as to the particulars which ought to have been included or referred to in the statement so as to comply with the requirements of this Part, either the employer or [F81the worker] may require the question to be referred to and determined by an [F78employment tribunal].
- (3) For the purposes of this section—
 - F82(a)
 - (b) a question as to the particulars which ought to have been included in a pay statement or standing statement of fixed deductions does not include a question solely as to the accuracy of an amount stated in any such particulars.
- (4) An [F78employment tribunal] shall not consider a reference under this section in a case where the employment to which the reference relates has ceased unless an application requiring the reference to be made was made—
 - (a) before the end of the period of three months beginning with the date on which the employment ceased, or
 - (b) within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the application to be made before the end of that period of three months.
- F83(5)
- [F84(6) [F85Section] 207B (extension of time limits to facilitate conciliation before institution of proceedings) also applies for the purposes of subsection (4)(a).]

12 Determination of references.

- (1) Where, on a reference under section 11(1), an [F86employment tribunal] determines particulars as being those which ought to have been included or referred to in a statement given under section 1 or 4, the employer shall be deemed to have given to the [F87worker] a statement in which those particulars were included, or referred to, as specified in the decision of the tribunal.

- (2) On determining a reference under section 11(2) relating to a statement purporting to be a statement under section 1 or 4, an [F86employment tribunal] may—
- (a) confirm the particulars as included or referred to in the statement given by the employer,
 - (b) amend those particulars, or
 - (c) substitute other particulars for them, as the tribunal may determine to be appropriate; and the statement shall be deemed to have been given by the employer to the [F88worker] in accordance with the decision of the tribunal.
- (3) Where on a reference under section 11 an [F86employment tribunal] finds—
- (a) that an employer has failed to give [F89a worker] any pay statement in accordance with section 8, or
 - (b) that a pay statement or standing statement of fixed deductions does not, in relation to a deduction, contain the particulars required to be included in that statement by that section or section 9, the tribunal shall make a declaration to that effect.
- (4) Where on a reference in the case of which subsection (3) applies the tribunal further finds that any unnotified deductions have been made from the pay of [F90the worker] during the period of thirteen weeks immediately preceding the date of the application for the reference (whether or not the deductions were made in breach of the contract of employment), the tribunal may order the employer to pay [F90the worker] a sum not exceeding the aggregate of the unnotified deductions so made.
- (5) For the purposes of subsection (4) a deduction is an unnotified deduction if it is made without the employer giving [F91the worker], in any pay statement or standing statement of fixed deductions, the particulars of the deduction required by section 8 or 9.

13 Right not to suffer unauthorised deductions.

- (1) An employer shall not make a deduction from wages of a worker employed by him unless—
- (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or
 - (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.
- (2) In this section "relevant provision", in relation to a worker's contract, means a provision of the contract comprised—
- (a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or
 - (b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect,

or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.

- (3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion.
- (4) Subsection (3) does not apply in so far as the deficiency is attributable to an error of any description on the part of the employer affecting the computation by him of the gross amount of the wages properly payable by him to the worker on that occasion.
- (5) For the purposes of this section a relevant provision of a worker's contract having effect by virtue of a variation of the contract does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the variation took effect.
- (6) For the purposes of this section an agreement or consent signified by a worker does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the agreement or consent was signified.
- (7) This section does not affect any other statutory provision by virtue of which a sum payable to a worker by his employer but not constituting "wages" within the meaning of this Part is not to be subject to a deduction at the instance of the employer.

14 Excepted deductions.

- (1) Section 13 does not apply to a deduction from a worker's wages made by his employer where the purpose of the deduction is the reimbursement of the employer in respect of—
 - (a) an overpayment of wages, or
 - (b) an overpayment in respect of expenses incurred by the worker in carrying out his employment, made (for any reason) by the employer to the worker.
- (2) Section 13 does not apply to a deduction from a worker's wages made by his employer in consequence of any disciplinary proceedings if those proceedings were held by virtue of a statutory provision.
- (3) Section 13 does not apply to a deduction from a worker's wages made by his employer in pursuance of a requirement imposed on the employer by a statutory provision to deduct and pay over to a public authority amounts determined by that authority as being due to it from the worker if the deduction is made in accordance with the relevant determination of that authority.
- (4) Section 13 does not apply to a deduction from a worker's wages made by his employer in pursuance of any arrangements which have been established—

- (a) in accordance with a relevant provision of his contract to the inclusion of which in the contract the worker has signified his agreement or consent in writing, or
 - (b) otherwise with the prior agreement or consent of the worker signified in writing, and under which the employer is to deduct and pay over to a third person amounts notified to the employer by that person as being due to him from the worker, if the deduction is made in accordance with the relevant notification by that person.
- (5) Section 13 does not apply to a deduction from a worker's wages made by his employer where the worker has taken part in a strike or other industrial action and the deduction is made by the employer on account of the worker's having taken part in that strike or other action.
- (6) Section 13 does not apply to a deduction from a worker's wages made by his employer with his prior agreement or consent signified in writing where the purpose of the deduction is the satisfaction (whether wholly or in part) of an order of a court or tribunal requiring the payment of an amount by the worker to the employer.

27 Meaning of "wages" etc.

- (1) In this Part "wages", in relation to a worker, means any sums payable to the worker in connection with his employment, including—
- (a) any fee, bonus, commission, holiday pay or other emolument referable to his employment, whether payable under his contract or otherwise,
 - (b) statutory sick pay under Part XI of the M2 Social Security Contributions and Benefits Act 1992,
 - (c) statutory maternity pay under Part XII of that Act,
[^{F99}(ca) [^{F100}statutory paternity pay] under Part 12ZA of that Act,
 - (cb) statutory adoption pay under Part 12ZB of that Act,]
[^{F101}(cc) statutory shared parental pay under Part 12ZC of that Act,]
[^{F102}(cd) statutory parental bereavement pay under Part 12ZD of that Act,]
 - (d) a guarantee payment (under section 28 of this Act),
 - (e) any payment for time off under Part VI of this Act or section 169 of the M3 Trade Union and Labour Relations (Consolidation) Act 1992 (payment for time off for carrying out trade union duties etc.),
 - (f) remuneration on suspension on medical grounds under section 64 of this Act and remuneration on suspension on maternity grounds under section 68 of this Act,
[^{F103}(fa) remuneration on ending the supply of an agency worker on maternity grounds under section 68C of this Act.]
 - (g) any sum payable in pursuance of an order for reinstatement or re-engagement under section 113 of this Act,
 - (h) any sum payable in pursuance of an order for the continuation of

a contract of employment under section 130 of this Act or section 164 of the Trade Union and Labour Relations (Consolidation) Act 1992, and

- (j) remuneration under a protective award under section 189 of that Act, but excluding any payments within subsection (2).
- (2) Those payments are—
- (a) any payment by way of an advance under an agreement for a loan or by way of an advance of wages (but without prejudice to the application of section 13 to any deduction made from the worker's wages in respect of any such advance),
 - (b) any payment in respect of expenses incurred by the worker in carrying out his employment,
 - (c) any payment by way of a pension, allowance or gratuity in connection with the worker's retirement or as compensation for loss of office,
 - (d) any payment referable to the worker's redundancy, and
 - (e) any payment to the worker otherwise than in his capacity as a worker.
- (3) Where any payment in the nature of a non-contractual bonus is (for any reason) made to a worker by his employer, the amount of the payment shall for the purposes of this Part—
- (a) be treated as wages of the worker, and
 - (b) be treated as payable to him as such on the day on which the payment is made.
- (4) In this Part "gross amount", in relation to any wages payable to a worker, means the total amount of those wages before deductions of whatever nature.
- (5) For the purposes of this Part any monetary value attaching to any payment or benefit in kind furnished to a worker by his employer shall not be treated as wages of the worker except in the case of any voucher, stamp or similar document which is—
- (a) of a fixed value expressed in monetary terms, and
 - (b) capable of being exchanged (whether on its own or together with other vouchers, stamps or documents, and whether immediately or only after a time) for money, goods or services (or for any combination of two or more of those things).

86 Rights of employer and employee to minimum notice.

- (1) The notice required to be given by an employer to terminate the contract of employment of a person who has been continuously employed for one month or more—
- (a) is not less than one week's notice if his period of continuous employment is less than two years,

- (b) is not less than one week’s notice for each year of continuous employment if his period of continuous employment is two years or more but less than twelve years, and
 - (c) is not less than twelve weeks’ notice if his period of continuous employment is twelve years or more.
- (2) The notice required to be given by an employee who has been continuously employed for one month or more to terminate his contract of employment is not less than one week.
- (3) Any provision for shorter notice in any contract of employment with a person who has been continuously employed for one month or more has effect subject to subsections (1) and (2); but this section does not prevent either party from waiving his right to notice on any occasion or from accepting a payment in lieu of notice.
- (4) Any contract of employment of a person who has been continuously employed for three months or more which is a contract for a term certain of one month or less shall have effect as if it were for an indefinite period; and, accordingly, subsections (1) and (2) apply to the contract.
- ^{F454}(5)
- (6) This section does not affect any right of either party to a contract of employment to treat the contract as terminable without notice by reason of the conduct of the other party.

87 Rights of employee in period of notice.

- (1) If an employer gives notice to terminate the contract of employment of a person who has been continuously employed for one month or more, the provisions of sections 88 to 91 have effect as respects the liability of the employer for the period of notice required by section 86(1).
- (2) If an employee who has been continuously employed for one month or more gives notice to terminate his contract of employment, the provisions of sections 88 to 91 have effect as respects the liability of the employer for the period of notice required by section 86(2).
- (3) In sections 88 to 91 “period of notice” means—
- (a) where notice is given by an employer, the period of notice required by section 86(1), and
 - (b) where notice is given by an employee, the period of notice required by section 86(2).
- (4) This section does not apply in relation to a notice given by the employer or the employee if the notice to be given by the employer to terminate the contract must be at least one week more than the notice required by section 86(1).

88 Employments with normal working hours.

- (1) If an employee has normal working hours under the contract of employment

in force during the period of notice and during any part of those normal working hours—

- (a) the employee is ready and willing to work but no work is provided for him by his employer,
 - (b) the employee is incapable of work because of sickness or injury,
 - (c) the employee is absent from work wholly or partly because of pregnancy or childbirth ^[F455] or on ^[F456] adoption leave, ^[F457] shared parental leave,[]] ^[F458] parental bereavement leave,[]] parental leave or ^[F459] paternity leave^{]]],} or
 - (d) the employee is absent from work in accordance with the terms of his employment relating to holidays, the employer is liable to pay the employee for the part of normal working hours covered by any of paragraphs (a), (b), (c) and (d) a sum not less than the amount of remuneration for that part of normal working hours calculated at the average hourly rate of remuneration produced by dividing a week's pay by the number of normal working hours.
- (2) Any payments made to the employee by his employer in respect of the relevant part of the period of notice (whether by way of sick pay, statutory sick pay, maternity pay, statutory maternity pay, ^[F460] paternity pay, ^[F461] statutory paternity pay[]], adoption pay, statutory adoption pay,[]] ^[F462] shared parental pay, statutory shared parental pay,[]] ^[F463] parental bereavement pay, statutory parental bereavement pay,[]] holiday pay or otherwise) go towards meeting the employer's liability under this section.
- (3) Where notice was given by the employee, the employer's liability under this section does not arise unless and until the employee leaves the service of the employer in pursuance of the notice.

89 Employments without normal working hours.

- (1) If an employee does not have normal working hours under the contract of employment in force in the period of notice, the employer is liable to pay the employee for each week of the period of notice a sum not less than a week's pay.
- (2) The employer's liability under this section is conditional on the employee being ready and willing to do work of a reasonable nature and amount to earn a week's pay.
- (3) Subsection (2) does not apply—
- (a) in respect of any period during which the employee is incapable of work because of sickness or injury,
 - (b) in respect of any period during which the employee is absent from work wholly or partly because of pregnancy or childbirth ^[F464] or on ^[F465] adoption leave, ^[F466] shared parental leave,[]] ^[F467] parental bereavement leave,[]] parental leave or ^[F468] paternity leave^{]]],} or
 - (c) in respect of any period during which the employee is absent from work in accordance with the terms of his employment relating to holidays.

- (4) Any payment made to an employee by his employer in respect of a period within subsection (3) (whether by way of sick pay, statutory sick pay, maternity pay, statutory maternity pay, [^{F469}paternity pay, [^{F470}statutory paternity pay], adoption pay, statutory adoption pay,] [^{F471}shared parental pay, statutory shared parental pay,] [^{F472}parental bereavement pay, statutory parental bereavement pay,] holiday pay or otherwise) shall be taken into account for the purposes of this section as if it were remuneration paid by the employer in respect of that period.
- (5) Where notice was given by the employee, the employer's liability under this section does not arise unless and until the employee leaves the service of the employer in pursuance of the notice.

104 Assertion of statutory right.

- (1) An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee—
- (a) brought proceedings against the employer to enforce a right of his which is a relevant statutory right, or
 - (b) alleged that the employer had infringed a right of his which is a relevant statutory right.
- (2) It is immaterial for the purposes of subsection (1)—
- (a) whether or not the employee has the right, or
 - (b) whether or not the right has been infringed; but, for that subsection to apply, the claim to the right and that it has been infringed must be made in good faith.
- (3) It is sufficient for subsection (1) to apply that the employee, without specifying the right, made it reasonably clear to the employer what the right claimed to have been infringed was.
- (4) The following are relevant statutory rights for the purposes of this section—
- (a) any right conferred by this Act for which the remedy for its infringement is by way of a complaint or reference to an [^{F534}employment tribunal],
 - (b) the right conferred by section 86 of this Act, ^{F535} . . .
 - (c) the rights conferred by sections 68, 86, [^{F536}145A, 145B,] 146, 168, [^{F537}168A,] 169 and 170 of the Trade Union and Labour Relations (Consolidation) Act 1992 (deductions from pay, union activities and time off) ^{F538}[^{F539} . . .
 - ^{F540} [^{F541}(d) the rights conferred by the Working Time Regulations 1998, [^{F542}the Merchant Shipping (Maritime Labour Convention) (Hours of Work) Regulations 2018 (S.I. 2018/58)], the Merchant Shipping (Working Time: Inland Waterway) Regulations 2003 [^{F543}, the Fishing Vessels (Working Time: Sea-fisherman) Regulations 2004 or the Cross-border Railway Services (Working Time) Regulations 2008].)] [^{F544}, and

- (e) the rights conferred by the Transfer of Undertakings (Protection of Employment) Regulations 2006.]

[^{F545}(5) In this section any reference to an employer includes, where the right in question is conferred by section 63A, the principal (within the meaning of section 63A(3)).]

210 Introductory.

- (1) References in any provision of this Act to a period of continuous employment are (unless provision is expressly made to the contrary) to a period computed in accordance with this Chapter.
- (2) In any provision of this Act which refers to a period of continuous employment expressed in months or years—
 - (a) a month means a calendar month, and
 - (b) a year means a year of twelve calendar months.
- (3) In computing an employee’s period of continuous employment for the purposes of any provision of this Act, any question—
 - (a) whether the employee’s employment is of a kind counting towards a period of continuous employment, or
 - (b) whether periods (consecutive or otherwise) are to be treated as forming a single period of continuous employment, shall be determined week by week; but where it is necessary to compute the length of an employee’s period of employment it shall be computed in months and years of twelve months in accordance with section 211.
- (4) Subject to sections 215 to 217, a week which does not count in computing the length of a period of continuous employment breaks continuity of employment.
- (5) A person’s employment during any period shall, unless the contrary is shown, be presumed to have been continuous.

211 Period of continuous employment.

- (1) An employee’s period of continuous employment for the purposes of any provision of this Act—
 - (a) (subject to [^{F896}subsection] (3)) begins with the day on which the employee starts work, and
 - (b) ends with the day by reference to which the length of the employee’s period of continuous employment is to be ascertained for the purposes of the provision.

^{F897}(2)

- (3) If an employee’s period of continuous employment includes one or more periods which (by virtue of section 215, 216 or 217) while not counting in computing the length of the period do not break continuity of employment, the beginning of the period shall be treated as postponed by the number of days falling within that intervening period, or the aggregate number of

days falling within those periods, calculated in accordance with the section in question.

212 Weeks counting in computing period.

- (1) Any week during the whole or part of which an employee's relations with his employer are governed by a contract of employment counts in computing the employee's period of employment.
- ^{F898}(2)
- (3) Subject to subsection (4), any week (not within subsection (1)) during the whole or part of which an employee is—
 - (a) incapable of work in consequence of sickness or injury,
 - (b) absent from work on account of a temporary cessation of work, [^{F899}or]
 - (c) absent from work in circumstances such that, by arrangement or custom, he is regarded as continuing in the employment of his employer for any purpose, ^{F900}. . .
 - ^{F898}(d) counts in computing the employee's period of employment.
- (4) Not more than twenty-six weeks count under subsection (3)(a) ^{F900}. . . between any periods falling under subsection (1).

213 Intervals in employment.

- (1) Where in the case of an employee a date later than the date which would be the effective date of termination by virtue of subsection (1) of section 97 is treated for certain purposes as the effective date of termination by virtue of subsection (2) or (4) of that section, the period of the interval between the two dates counts as a period of employment in ascertaining for the purposes of section 108(1) or 119(1) the period for which the employee has been continuously employed.
- (2) Where an employee is by virtue of section 138(1) regarded for the purposes of Part XI as not having been dismissed by reason of a renewal or re-engagement taking effect after an interval, the period of the interval counts as a period of employment in ascertaining for the purposes of section 155 or 162(1) the period for which the employee has been continuously employed (except so far as it is to be disregarded under section 214 or 215).
- (3) Where in the case of an employee a date later than the date which would be the relevant date by virtue of subsections (2) to (4) of section 145 is treated for certain purposes as the relevant date by virtue of subsection (5) of that section, the period of the interval between the two dates counts as a period of employment in ascertaining for the purposes of section 155 or 162(1) the period for which the employee has been continuously employed (except so far as it is to be disregarded under section 214 or 215).

214 Special provisions for redundancy payments.

- (1) This section applies where a period of continuous employment has to be determined in relation to an employee for the purposes of the application of section 155 or 162(1).
- (2) The continuity of a period of employment is broken where—
 - (a) a redundancy payment has previously been paid to the employee (whether in respect of dismissal or in respect of lay-off or short-time), and
 - (b) the contract of employment under which the employee was employed was renewed (whether by the same or another employer) or the employee was re-engaged under a new contract of employment (whether by the same or another employer).
- (3) The continuity of a period of employment is also broken where—
 - (a) a payment has been made to the employee (whether in respect of the termination of his employment or lay-off or short-time) in accordance with a scheme under section 1 of the M57 Superannuation Act 1972 or arrangements falling within section 177(3), and
 - (b) he commenced new, or renewed, employment.
- (4) The date on which the person's continuity of employment is broken by virtue of this section—
 - (a) if the employment was under a contract of employment, is the date which was the relevant date in relation to the payment mentioned in subsection (2)(a) or (3)(a), and
 - (b) if the employment was otherwise than under a contract of employment, is the date which would have been the relevant date in relation to the payment mentioned in subsection (2)(a) or (3)(a) had the employment been under a contract of employment.
- (5) For the purposes of this section a redundancy payment shall be treated as having been paid if—
 - (a) the whole of the payment has been paid to the employee by the employer,
 - (b) a tribunal has determined liability and found that the employer must pay part (but not all) of the redundancy payment and the employer has paid that part, or
 - (c) the Secretary of State has paid a sum to the employee in respect of the redundancy payment under section 167.

215 Employment abroad etc.

- (1) This Chapter applies to a period of employment—
 - (a) (subject to the following provisions of this section) even where during the period the employee was engaged in work wholly or mainly outside Great Britain, and

- (b) even where the employee was excluded by or under this Act from any right conferred by this Act.
- (2) For the purposes of sections 155 and 162(1) a week of employment does not count in computing a period of employment if the employee—
 - (a) was employed outside Great Britain during the whole or part of the week, and
 - (b) was not during that week an employed earner for the purposes of the M58 Social Security Contributions and Benefits Act 1992 in respect of whom a secondary Class 1 contribution was payable under that Act (whether or not the contribution was in fact paid).
- (3) Where by virtue of subsection (2) a week of employment does not count in computing a period of employment, the continuity of the period is not broken by reason only that the week does not count in computing the period; and the number of days which, for the purposes of section 211(3), fall within the intervening period is seven for each week within this subsection.
- (4) Any question arising under subsection (2) whether—
 - (a) a person was an employed earner for the purposes of the Social Security Contributions and Benefits Act 1992, or
 - (b) if so, whether a secondary Class 1 contribution was payable in respect of him under that Act, shall be determined by [^{F901}an officer of the Commissioners of Inland Revenue].
- [^{F902}(5) Part II of the Social Security Contributions (Transfer of Functions, etc.) Act 1999 (decisions and appeals) shall apply in relation to the determination of any issue by the Inland Revenue under subsection (4) as if it were a decision falling within section 8(1) of that Act.]
- (6) Subsection (2) does not apply in relation to a person who is—
 - (a) employed as a master or seaman in a British ship, and
 - (b) ordinarily resident in Great Britain.

216 Industrial disputes.

- (1) A week does not count under section 212 if during the week, or any part of the week, the employee takes part in a strike.
- (2) The continuity of an employee's period of employment is not broken by a week which does not count under this Chapter (whether or not by virtue only of subsection (1)) if during the week, or any part of the week, the employee takes part in a strike; and the number of days which, for the purposes of section 211(3), fall within the intervening period is the number of days between the last working day before the strike and the day on which work was resumed.
- (3) The continuity of an employee's period of employment is not broken by a week if during the week, or any part of the week, the employee is absent from work because of a lock-out by the employer; and the number of days which, for the purposes of section 211(3), fall within the intervening period

is the number of days between the last working day before the lock-out and the day on which work was resumed.

217 Reinstatement after military service.

- (1) If a person who is entitled to apply to his former employer under the M59 Reserve Forces (Safeguard of Employment) Act 1985 enters the employment of the employer not later than the end of the six month period mentioned in section 1(4)(b) of that Act, his period of service in the armed forces of the Crown in the circumstances specified in section 1(1) of that Act does not break his continuity of employment.
- (2) In the case of such a person the number of days which, for the purposes of section 211(3), fall within the intervening period is the number of days between the last day of his previous period of employment with the employer (or, if there was more than one such period, the last of them) and the first day of the period of employment beginning in the six month period.

218 Change of employer.

- (1) Subject to the provisions of this section, this Chapter relates only to employment by the one employer.
- (2) If a trade or business, or an undertaking (whether or not established by or under an Act), is transferred from one person to another—
 - (a) the period of employment of an employee in the trade or business or undertaking at the time of the transfer counts as a period of employment with the transferee, and
 - (b) the transfer does not break the continuity of the period of employment.
- (3) If by or under an Act (whether public or local and whether passed before or after this Act) a contract of employment between any body corporate and an employee is modified and some other body corporate is substituted as the employer—
 - (a) the employee's period of employment at the time when the modification takes effect counts as a period of employment with the second body corporate, and
 - (b) the change of employer does not break the continuity of the period of employment.
- (4) If on the death of an employer the employee is taken into the employment of the personal representatives or trustees of the deceased—
 - (a) the employee's period of employment at the time of the death counts as a period of employment with the employer's personal representatives or trustees, and
 - (b) the death does not break the continuity of the period of employment.

- (5) If there is a change in the partners, personal representatives or trustees who employ any person—
 - (a) the employee’s period of employment at the time of the change counts as a period of employment with the partners, personal representatives or trustees after the change, and
 - (b) the change does not break the continuity of the period of employment.
- (6) If an employee of an employer is taken into the employment of another employer who, at the time when the employee enters the second employer’s employment, is an associated employer of the first employer—
 - (a) the employee’s period of employment at that time counts as a period of employment with the second employer, and
 - (b) the change of employer does not break the continuity of the period of employment.
- (7) If an employee of the ^[F903]governing body] of a school maintained by a ^[F904]local authority] is taken into the employment of the authority or an employee of a ^[F904]local authority] is taken into the employment of the ^[F905]governing body] of a school maintained by the authority—
 - (a) his period of employment at the time of the change of employer counts as a period of employment with the second employer, and
 - (b) the change does not break the continuity of the period of employment.
- (8) If a person employed in relevant employment by a health service employer is taken into relevant employment by another such employer, his period of employment at the time of the change of employer counts as a period of employment with the second employer and the change does not break the continuity of the period of employment.
- (9) For the purposes of subsection (8) employment is relevant employment if it is employment of a description—
 - (a) in which persons are engaged while undergoing professional training which involves their being employed successively by a number of different health service employers, and
 - (b) which is specified in an order made by the Secretary of State.
- (10) The following are health service employers for the purposes of subsections (8) and (9)—
 - ^[F906](za) the National Health Service Commissioning Board,
 - (zb) a clinical commissioning group established under section 14D of the National Health Service Act 2006,
 - ^{F907}(a)
 - (b) Special Health Authorities established under ^[F908]section 28 of ^[F909]the National Health Service Act 2006] or section 22 of the National Health Service (Wales) Act 2006] ,
 - ^{F910}(bb)

- (c) National Health Service trusts established under ^[F911]^[F912]the National Health Service Act 2006] or the National Health Service (Wales) Act 2006] ,
- ^[F913](ca)NHS foundation trusts,]
- ^[F914](cb)Local Health Boards established under section 11 of the National Health Service (Wales) Act 2006,]
- ^[F915](cc)the National Institute for Health and Care Excellence,]
- ^[F916](cd)the Health and Social Care Information Centre,]
- (d) ^{F917}
- (dd) ^{F918} ... ^{F919} ...
- ^{F919}(e).

^[F920](11) In subsection (7) “ local authority ” has the meaning given by section 579(1) of the Education Act 1996.]

219 Reinstatement or re-engagement of dismissed employee.

- (1) Regulations made by the Secretary of State may make provision—
 - (a) for preserving the continuity of a person’s period of employment for the purposes of this Chapter or for the purposes of this Chapter as applied by or under any other enactment specified in the regulations, or
 - (b) for modifying or excluding the operation of section 214 subject to the recovery of any such payment as is mentioned in that section, in cases where ^{F921}. . . a dismissed employee is reinstated ^{[F922}, re-engaged or otherwise re-employed] by his employer or by a successor or associated employer of that employer ^{[F923}in any circumstances prescribed by the regulations.]

^{F924}(2)

^{F924}(3)

^{F924}(4)

230 Employees, workers etc.

- (1) In this Act “employee” means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.
- (2) In this Act “contract of employment” means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.
- (3) In this Act “worker” (except in the phrases “shop worker” and “betting worker”) means an individual who has entered into or works under (or, where the employment has ceased, worked under)—
 - (a) a contract of employment, or

- (b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual; and any reference to a worker's contract shall be construed accordingly.
- (4) In this Act "employer", in relation to an employee or a worker, means the person by whom the employee or worker is (or, where the employment has ceased, was) employed.
- (5) In this Act "employment" —
- (a) in relation to an employee, means (except for the purposes of section 171) employment under a contract of employment, and
- (b) in relation to a worker, means employment under his contract; and "employed" shall be construed accordingly.
- [^{F940}(6) This section has effect subject to sections 43K [^{F941}, 47B(3) and 49B(10)]; and for the purposes of Part XIII so far as relating to Part IVA or section 47B, "worker", "worker's contract" and, in relation to a worker, "employer", "employment" and "employed" have the extended meaning given by section 43K.]
- [^{F942}(7) This section has effect subject to section 75K(3) and (5).]

235 Other definitions.

- (1) In this Act, except in so far as the context otherwise requires—
- "act" and "action" each includes omission and references to doing an act or taking action shall be construed accordingly,
- "basic award of compensation for unfair dismissal" shall be construed in accordance with section 118,
- "business" includes a trade or profession and includes any activity carried on by a body of persons (whether corporate or unincorporated),
- "childbirth" means the birth of a living child or the birth of a child whether living or dead after twenty-four weeks of pregnancy,
- "collective agreement" has the meaning given by section 178(1) and (2) of the M60 Trade Union and Labour Relations (Consolidation) Act 1992,
- "conciliation officer" means an officer designated by the Advisory, Conciliation and Arbitration Service under section 211 of that Act,
- "dismissal procedures agreement" means an agreement in writing with respect to procedures relating to dismissal made by or on behalf of one or more independent trade unions and one or more employers or employers' associations,
- "employers' association" has the same meaning as in the Trade

Union and Labour Relations (Consolidation) Act 1992,

“expected week of childbirth” means the week, beginning with midnight between Saturday and Sunday, in which it is expected that childbirth will occur,

“guarantee payment” has the meaning given by section 28,

“independent trade union” means a trade union which—

- (a) is not under the domination or control of an employer or a group of employers or of one or more employers’ associations, and
- (b) is not liable to interference by an employer or any such group or association (arising out of the provision of financial or material support or by any other means whatever) tending towards such control,

“job”, in relation to an employee, means the nature of the work which he is employed to do in accordance with his contract and the capacity and place in which he is so employed,

[^{F949} “ local authority ”, in relation to the placement of children under section 22C of the Children Act 1989, has the same meaning as in that Act (see section 105(1) of that Act);

“ local authority foster parent ” has the same meaning as in the Children Act 1989 (see [F950section 22C(12)][F950section 105(1)]) of that Act);]

[^{F951}“parental bereavement leave” means leave under section 80EA;]

[^{F952} “ paternity leave ” means leave under section 80A or 80B,]

^{F953} . . .

953 . . .

“position”, in relation to an employee, means the following matters taken as a whole—

- (a) his status as an employee,
- (b) the nature of his work, and
- (c) his terms and conditions of employment,

[^{F954} “protected disclosure” has the meaning given by section 43A,]

“redundancy payment” has the meaning given by Part XI,

“relevant date” has the meaning given by sections 145 and 153,

“renewal” includes extension, and any reference to renewing a contract or a fixed term shall be construed accordingly,

[^{F955} “section 63D application” has the meaning given by section 63D(2);]

[^{F956}“shared parental leave” means leave under section 75E or 75G,]

“statutory provision” means a provision, whether of a general or a

special nature, contained in, or in any document made or issued under, any Act, whether of a general or special nature,

“successor”, in relation to the employer of an employee, means (subject to subsection (2)) a person who in consequence of a change occurring (whether by virtue of a sale or other disposition or by operation of law) in the ownership of the undertaking, or of the part of the undertaking, for the purposes of which the employee was employed, has become the owner of the undertaking or part,

“trade union” has the meaning given by section 1 of the M61 Trade Union and Labour Relations (Consolidation) Act 1992,

“week” —

- (a) in Chapter I of this Part means a week ending with Saturday, and
- (b) otherwise, except in [^{F957}sections [^{F958}75F, 75H,]80A, 80B [^{F959}, 80EA] and 86], means, in relation to an employee whose remuneration is calculated weekly by a week ending with a day other than Saturday, a week ending with that other day and, in relation to any other employee, a week ending with Saturday.



**Buy Daniel Barnett's books on Amazon
go.danielbarnett.com/books**

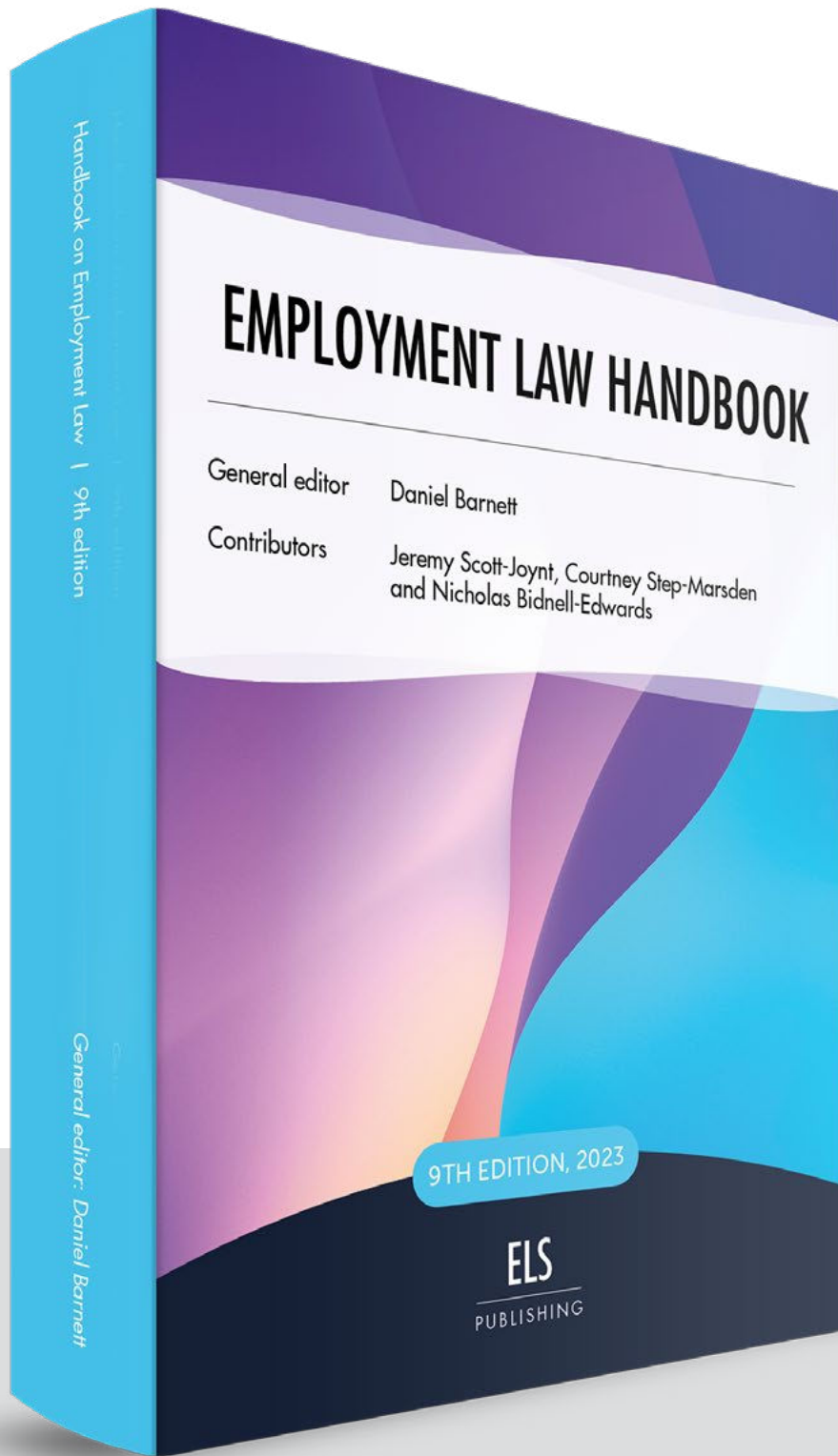


JOIN DANIEL EVERY SATURDAY EVENING AT 9PM
WHEN HE PRESENTS THE

LBC LEGAL HOUR

— OR CATCH UP VIA THE GLOBAL PLAYER,
AT bit.ly/lbclegalhour

SATURDAYS, 9PM



BUY NOW AT

WWW.EMPLOYMENTLAWHANDBOOK.CO.UK

[NOTES]

[NOTES]

[NOTES]

[NOTES]

[NOTES]