

*Status: Point in time view as at 15/10/1992.*

*Changes to legislation: There are currently no known outstanding effects for the Employment Protection (Consolidation) Act 1978, Part IV. (See end of Document for details)*

## SCHEDULES

### SCHEDULE 12

#### DEATH OF EMPLOYEE OR EMPLOYER

##### **Modifications etc. (not altering text)**

- C1** Sch. 12 extended (E.W.) (3.1.1995) by 1994 c. 40, ss. 20, 82(2), **Sch. 8 para. 22**  
Sch. 12 extended (*prosp.*) by 1995 c. 26, ss. **46(4)(c)**, 180(1) (with s. 121(5))  
Sch. 12 extended (E.W.) (26.8.1994) by 1994 c. 20, s. 4, **Sch. 4 para. 22**; S.I. 1994/1841, **art. 2**

#### PART IV

##### REDUNDANCY PAYMENTS: DEATH OF EMPLOYEE

- 22 (1) Where an employer has given notice to an employee to terminate his contract of employment, and before that notice expires the employee dies, the provisions of Part VI of this Act shall apply as if the contract had been duly terminated by the employer by notice expiring on the date of the employee's death.
- (2) Where the employee's contract of employment has been terminated by the employer and by virtue of section 90(3) a date later than the relevant date as defined by subsection (1) of that section is to be treated as the relevant date for the purposes of certain provisions of Part VI of this Act, and before that later date the employee dies, section 90(3) shall have effect as if the notice referred to in that subsection as required to be given by an employer would have expired on the employee's death.
- 23 (1) Where an employer has given notice to an employee to terminate his contract of employment, and has offered to renew his contract of employment, or to re-engage him under a new contract, then if—
- (a) the employee dies without having either accepted or refused the offer, and
- (b) the offer has not been withdrawn before his death,
- section 82 shall apply as if for the words "the employee unreasonably refuses" there were substituted the words "it would have been unreasonable on the part of the employee to refuse".
- (2) Where an employee's contract of employment has been renewed, or he has been re-engaged under a new contract of employment, and during the trial period the employee dies without having terminated or having given notice to terminate the contract, subsection (6) of that section shall apply as if for the words from "and during the trial period" to "terminated" there were substituted the words "and it would have been unreasonable for the employee, during the trial period referred to in section 84, to terminate or give notice to terminate the contract".

---

*Status: Point in time view as at 15/10/1992.*

*Changes to legislation: There are currently no known outstanding effects for the Employment Protection (Consolidation) Act 1978, Part IV. (See end of Document for details)*

---

- 24 Where an employee's contract of employment has been renewed, or he has been re-engaged under a new contract of employment, and during the trial period he gives notice to terminate the contract but dies before the expiry of that notice, sections 82(6) and 84(6)(a) shall have effect as if the notice had expired and the contract had thereby been terminated on the date of the employee's death.
- 25 (1) Where, in the circumstances specified in paragraphs (a) and (b) of subsection (1) of section 85, the employee dies before the notice given by him under paragraph (b) of that subsection is due to expire and before the employer has given him notice under subsection (3) of that section, subsection (4) of that section shall apply as if the employer had given him such notice and he had not complied with it.
- (2) Where, in the said circumstances, the employee dies before his notice given under section 85(1)(b) is due to expire but after the employer has given him notice under subsection (3) of section 85, subsections (3) and (4) of that section shall apply as if the circumstances were that the employee had not died, but did not comply with the last-mentioned notice.
- 26 (1) Where an employee has given notice of intention to claim and dies before he has given notice to terminate his contract of employment and before the period allowed for the purposes of subsection (2)(a) of section 88 has expired, the said subsection (2) (a) shall not apply.
- (2) Where an employee, who has given notice of intention to claim, dies within seven days after the service of that notice, and before the employer has given a counter-notice, the provisions of sections 88 and 89 shall apply as if the employer had given a counter-notice within those seven days.
- (3) In this paragraph "counter-notice" has the same meaning as in section 89(1).
- 27 (1) In relation to the making of a claim by a personal representative of a deceased employee who dies before the end of the period of six months beginning with the relevant date, subsection (1) of section 101 shall apply with the substitution for the words "six months", of the words "one year".
- (2) In relation to the making of a claim by a personal representative of a deceased employee who dies after the end of the period of six months beginning with the relevant date and before the end of the following period of six months, subsection (2) of section 101 shall apply with the substitution for the words "six months", of the words "one year".
- 28 In relation to any case where, under any provision contained in Part VI of this Act as modified by this Schedule, an industrial tribunal has power to determine that an employer shall be liable to pay to a personal representative of a deceased employee either—
- (a) the whole of a redundancy payment to which he would have been entitled apart from another provision therein mentioned, or
- (b) such part of such a redundancy payment as the tribunal thinks fit,

---

*Status: Point in time view as at 15/10/1992.*

*Changes to legislation: There are currently no known outstanding effects for the  
Employment Protection (Consolidation) Act 1978, Part IV. (See end of Document for details)*

---

any reference in paragraph 5 to a right shall be construed as including a reference to any right to receive the whole or part of a redundancy payment if the tribunal determines that the employer shall be liable to pay it.

**Status:**

Point in time view as at 15/10/1992.

**Changes to legislation:**

There are currently no known outstanding effects for the **Employment Protection (Consolidation) Act 1978, Part IV**.