



# Education Reform Act 1988

## 1988 CHAPTER 40

### PART III

#### EDUCATION IN INNER LONDON

##### *Functions of London Residuary Body*

#### **178 Liability of London Residuary Body for redundancy and compensation payments.**

- (1) Any person who—
- (a) immediately before the abolition date is in the service of ILEA under a contract of employment which would have continued but for the abolition of ILEA; and
  - (b) is not designated for the purposes of section 172 of this Act;
- shall be entitled to receive from the London Residuary Body any redundancy payment under Part VI of the <sup>M1</sup>Employment Protection (Consolidation) Act 1978 which he would have been entitled to receive from ILEA if ILEA had not been abolished but had dismissed him by reason of redundancy immediately before the abolition date.
- (2) As respects any such redundancy payment—
- (a) the London Residuary Body shall be treated as the employer of the person concerned for the purposes of sections 101, 102, 104, 108 and 119 of that Act (ancillary provisions about redundancy payments);
  - (b) references to the relevant date in sections 81(4), 82(1) and 101 of that Act and in Schedule 4 to that Act shall be construed as references to the day before the abolition date; and
  - (c) the calculation date for the purposes of Part II of Schedule 14 to that Act (calculation of a week's pay) shall be the day before the abolition date.
- (3) Any person who—

*Status: Point in time view as at 01/02/1991. This version of this provision has been superseded.*

*Changes to legislation: Education Reform Act 1988, Section 178 is up to date with all changes known to be in force on or before 07 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

- (a) immediately before the abolition date is in the service of ILEA under a contract of employment made on or before 17th February 1988 which is a contract for a fixed term extending beyond the abolition date; and
- (b) is not designated for the purposes of section 172 of this Act;
- shall, if the contract made no provision for its prior termination by ILEA, be entitled to receive from the London Residuary Body an amount equal to any damages which he would have been entitled to recover from ILEA if ILEA had not been abolished but had dismissed him immediately before the abolition date.
- (4) Any person who—
- (a) immediately before the abolition date is in the service of ILEA under a contract of employment (whether or not for a fixed term) providing for its termination by ILEA on payment of compensation for loss of employment; and
- (b) is not designated for the purposes of section 172 of this Act;
- shall be entitled to receive from the London Residuary Body an amount equal to the compensation which he would have been entitled to receive from ILEA if ILEA had not been abolished but had terminated the contract immediately before that date.
- (5) In subsection (4) above “compensation for loss of employment” does not include any payment to be made under the contract in lieu of notice.
- (6) Where the amount of compensation payable under a contract differs according to the reasons for its termination the amount payable under subsection (4) above shall be determined on the assumption that the contract was terminated by reason of redundancy within the meaning of the <sup>M2</sup>Employment Protection (Consolidation) Act 1978.

#### Marginal Citations

**M1** 1978 c. 44.

**M2** 1978 c. 44.

**Status:**

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