



# Employment Rights Act 1996

## 1996 CHAPTER 18

### PART XI

#### REDUNDANCY PAYMENTS ETC.

#### CHAPTER III

##### RIGHT BY REASON OF LAY-OFF OR SHORT-TIME

##### *Exclusions*

#### 149 Counter-notices.

Where an employee gives to his employer notice of intention to claim but—

- (a) the employer gives to the employee, within seven days after the service of that notice, notice in writing (referred to in this Part as a “counter-notice”) that he will contest any liability to pay to the employee a redundancy payment in pursuance of the employee’s notice, and
- (b) the employer does not withdraw the counter-notice by a subsequent notice in writing,

the employee is not entitled to a redundancy payment in pursuance of his notice of intention to claim except in accordance with a decision of an [<sup>F1</sup>employment tribunal].

#### Textual Amendments

- F1** Words in s. 149 substituted (1.8.1998) by 1998 c. 8, s. 1(2)(a) (with s. 16(2)); S.I. 1998/1658, art. 2(1), Sch. 1

*Status: Point in time view as at 06/04/2019.*

*Changes to legislation: Employment Rights Act 1996, Cross Heading: Exclusions is up to date with all changes known to be in force on or before 27 June 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)*

## 150 Resignation.

- (1) An employee is not entitled to a redundancy payment by reason of being laid off or kept on short-time unless he terminates his contract of employment by giving such period of notice as is required for the purposes of this section before the end of the relevant period.
- (2) The period of notice required for the purposes of this section—
  - (a) where the employee is required by his contract of employment to give more than one week's notice to terminate the contract, is the minimum period which he is required to give, and
  - (b) otherwise, is one week.
- (3) In subsection (1) “the relevant period”—
  - (a) if the employer does not give a counter-notice within seven days after the service of the notice of intention to claim, is three weeks after the end of those seven days,
  - (b) if the employer gives a counter-notice within that period of seven days but withdraws it by a subsequent notice in writing, is three weeks after the service of the notice of withdrawal, and
  - (c) if—
    - (i) the employer gives a counter-notice within that period of seven days, and does not so withdraw it, and
    - (ii) a question as to the right of the employee to a redundancy payment in pursuance of the notice of intention to claim is referred to an [<sup>F2</sup>employment tribunal],
 is three weeks after the tribunal has notified to the employee its decision on that reference.
- (4) For the purposes of subsection (3)(c) no account shall be taken of—
  - (a) any appeal against the decision of the tribunal, or
  - (b) any proceedings or decision in consequence of any such appeal.

### Textual Amendments

**F2** Words in s. 150(c)(ii) substituted (1.8.1998) by 1998 c. 8, s. 1(2)(a) (with s. 16(2)); S.I. 1998/1658, art. 2(1), Sch. 1

## 151 Dismissal.

- (1) An employee is not entitled to a redundancy payment by reason of being laid off or kept on short-time if he is dismissed by his employer.
- (2) Subsection (1) does not prejudice any right of the employee to a redundancy payment in respect of the dismissal.

## 152 Likelihood of full employment.

- (1) An employee is not entitled to a redundancy payment in pursuance of a notice of intention to claim if—

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- (a) on the date of service of the notice it was reasonably to be expected that the employee (if he continued to be employed by the same employer) would, not later than four weeks after that date, enter on a period of employment of not less than thirteen weeks during which he would not be laid off or kept on short-time for any week, and
  - (b) the employer gives a counter-notice to the employee within seven days after the service of the notice of intention to claim.
- (2) Subsection (1) does not apply where the employee—
- (a) continues or has continued, during the next four weeks after the date of service of the notice of intention to claim, to be employed by the same employer, and
  - (b) is or has been laid off or kept on short-time for each of those weeks.

**Status:**

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**Changes to legislation:**

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