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Chapter	Title	Extent of Repeal
7 & 8 Geo. 5. c. 64.	The Representation of the People Act 1918.	Section 9(5) so far as saved by paragraph (*a*) of the proviso to section 80(7) of the Representation of the People Act 1948.
18 & 19 Geo. 5. c. 34.	The Reorganisation of Offices (Scotland) Act 1928.	Section 6.

1963 CHAPTER 49

Contracts of Employment Act 1963

ARRANGEMENT OF SECTIONS

Minimum period of notice

Section
1. The rights of employer and employee to a minimum period of notice.
2. The rights of employee in period of notice.
3. Measure of damages in proceedings against employers.

Written particulars of terms of employment

4. Written particulars of terms of employment.
5. Provisions supplemental to s. 4.

Excluded categories of employees

6. Excluded categories of employees.

Supplemental

7. Power to vary number of weekly hours of employment necessary to qualify for rights.
8. Interpretation.
9. Work outside Great Britain.
10. Short title, application to Northern Ireland and commencement.

SCHEDULES:

Schedule 1—Computation of period of employment.
Schedule 2—Rights of employee in period of notice.

An Act to require a minimum period of notice to terminate the employment of those who have been employed for a qualifying period, to provide for matters connected with the giving of the notice, and to require employers to give written particulars of terms of employment.

[31st July, 1963]

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Minimum period of notice

The rights of employer and employee to a minimum period of notice.

1.—(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 twenty-six weeks or more—

(*a*) shall be not less than one week's notice if his period of continuous employment is less than two years, and

(*b*) shall be not less than two weeks' notice if his period of continuous employment is two years or more but less than five years, and

(*c*) shall be not less than four weeks' notice if his period of continuous employment is five years or more.

(2) The notice required to be given by an employee who has been continuously employed for twenty-six weeks or more to terminate his contract of employment shall be 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 twenty-six weeks or more shall have effect subject to the foregoing subsections, but this section shall not be taken to 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 twenty-six weeks or more which is a contract for a term certain of four weeks or less shall have effect as if it were for an indefinite period and, accordingly, subsections (1) and (2) of this section shall apply to the contract.

(5) Schedule 1 to this Act shall apply for the purposes of this and the next following section for ascertaining the length of an employee's period of employment and whether that period of employment has been continuous.

(6) It is hereby declared that this section does not affect any right of either party to treat the contract as terminable without notice by reason of such conduct by the other party as would have enabled him so to treat it before the passing of this Act.

The rights of employee in period of notice.

2.—(1) If an employer gives notice to terminate the contract of employment of a person who has been continuously employed for twenty-six weeks or more, the provisions of Schedule 2 to this Act shall have effect as respects the liability of the employer for the period of notice required by section 1(1) of this Act.

(2) If an employee who has been continuously employed for twenty-six weeks or more gives notice to terminate his contract of employment, the provisions of Schedule 2 to this Act shall have effect as respects the liability of the employer for the period of notice required by section 1(2) of this Act.

(3) This section shall 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 1(1) of this Act.

(4) So far as a contract purports to exclude or limit the obligations imposed on an employer by this section it shall be void.

Measure of damages in proceedings against employers.

3. If an employer fails to give the notice required by section 1 of this Act the rights conferred by the last foregoing section (with Schedule 2 to this Act) shall be taken into account in assessing his liability for breach of the contract.

Written particulars of terms of employment

Written particulars of terms of employment.

4.—(1) Not later than thirteen weeks after the beginning of an employee's period of employment with an employer, the employer shall give to the employee a written statement identifying the parties, specifying the date when the employment began, and giving the following particulars of the terms of employment as at a specified date not more than one week before the statement is given, that is—

(*a*) the scale or rate of remuneration, or the method of calculating remuneration,

(*b*) the intervals at which remuneration is paid (that is, whether weekly or monthly or by some other period),

(*c*) any terms and conditions relating to hours of work (including any terms and conditions relating to normal working hours),

(*d*) any terms and conditions relating to—

(i) holidays and holiday pay,

(ii) incapacity for work due to sickness or injury, including any provisions for sick pay,

(iii) pensions and pension schemes, and

(*e*) the length of notice which the employee is obliged to give and entitled to receive to determine his contract of employment:

Provided that paragraph (*d*)(iii) of this subsection shall not apply to the employees of any body or authority if the employees' pension rights depend on the terms of a pension scheme

established under any provision contained in or having effect under an Act of Parliament and the body or authority are required by any such provision to give to new employees information concerning their pension rights, or concerning the determination of questions affecting their pension rights.

(2) If there are no particulars to be entered under any of the heads of paragraph (*d*), or under any of the other provisions of the last foregoing subsection, that fact shall be stated.

(3) If the contract is for a fixed term, the date when the contract expires shall be stated.

(4) If after the date to which the statement relates there is a change in the terms to be included, or referred to, in the statement, the employer shall, not more than one month after the change, inform the employee of the nature of the change by a written statement and, if he does not leave a copy of the statement with the employee, shall preserve the statement and ensure that the employee has reasonable opportunities of reading it in the course of his employment, or that it is made reasonably accessible to him in some other way.

(5) A statement under subsection (1) or subsection (4) of this section may, for all or any of the particulars to be given by the statement, refer the employee to some document which the employee has reasonable opportunities of reading in the course of his employment, or which is made reasonably accessible to him in some other way.

(6) If the employer in referring in the statement to any such document indicates to the employee that future changes in the terms the particulars of which are given in the document will be entered up in the document (or recorded by some other means for the information of persons referring to the document) the employer need not under subsection (4) of this section inform the employee of any such change which is duly entered up or recorded not more than one month after the change is made.

(7) If, not more than six months after the termination of an employee's period of employment, a further period of employment is begun with the same employer, and the terms of employment are the same, no statement need be given under subsection (1) of this section in respect of the second period of employment, but without prejudice to the operation of subsection (4) of this section if there is a change in the terms of employment.

(8) This section shall not apply to an employee if and so long as—

(*a*) his contract of employment is a contract which has been reduced to writing in one or more documents and which contains express terms affording the particulars to be given under each of the paragraphs in subsection (1) of this section, and under each head of paragraph (*d*) of that subsection, and

(*b*) a copy of the contract (with any variations made from time to time) has been given to the employee, or the employee has reasonable opportunities of reading such a copy in the course of his employment, or such a copy is made reasonably accessible to him in some other way,

and if at any time after the beginning of an employee's period of employment he ceases to come within the exception in this subsection, the employer shall give the employee a written statement under subsection (1) of this section not more than one month after that time.

(9) No account shall be taken under this section of employment during any period when the hours of employment are normally less than twenty-one hours weekly, and this section shall apply to an employee who at any time comes or ceases to come within the exception in this subsection as if a period of employment terminated or began at that time.

(10) This section shall apply in relation to an employee whose period of employment began before the date of the coming into force of this section as if for references to the beginning of the period of employment there were substituted references to that date and, in relation to any statement given before that date, subsection (4) of this section shall apply as if for the references to the period of one month after the change there were substituted a reference to the period of one month after the said date.

(11) The last foregoing subsection shall not affect the obligation to specify the date when the employment began in a statement under subsection (1) of this section, but in such a statement given to an employee whose period of employment began before the date of the coming into force of this section, and is not less than five years, the obligation may be discharged by stating that the employee has been employed for not less than five years.

Provisions supplemental to s. 4.

5.—(1) If a person—

(*a*) without reasonable excuse fails to comply with any of the requirements of section 4 of this Act, or

(*b*) in a statement under that section or in any document prepared for the purposes of subsection (5) or subsection (6) of that section includes anything which to his knowledge is false in a material particular, or recklessly includes anything which is false in a material particular,

he shall be liable on summary conviction to a fine not exceeding twenty pounds.

(2) If an employer has failed to give the statement required under subsection (1) or subsection (4) of the said section 4 within the time limited by that section then, without prejudice to the bringing of proceedings under the foregoing subsection, the employee may by notice in writing to the employer require him, within a period of not less than one week from receipt of the notice, to make good his default, and if the default continues after the expiration of that period, the employer shall be liable on summary conviction, in the case of a first offence under this subsection to a fine not exceeding twenty pounds, and in the case of a second or subsequent offence under this subsection to a fine not exceeding one hundred pounds.

(3) If an employee's employment terminates within the time limited by the said section 4 for giving a statement required under subsection (1) or subsection (4) of that section, and before the statement is given, no offence is committed under this section in respect of the failure to give the statement.

(4) Where an offence under this section committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, any director, manager, secretary or other similar officer of the body corporate, or any person who was purporting to act in any such capacity, he, as well as the body corporate, shall be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

In this subsection, the expression "director", in relation to any body corporate which is established by or under any enactment for the purpose of carrying on under national ownership any industry or part of an industry or undertaking and whose affairs are managed by the members thereof, means a member of that body.

(5) The Minister shall have power by order to provide that the said section 4 shall have effect as if such further particulars as may be specified in the order were included in the particulars to be included in a statement under that section.

(6) An order under the last foregoing subsection may contain such transitional and other supplemental and incidental provisions, including provisions amending subsection (1) of the said section 4, as appear to the Minister to be expedient, and may be varied or revoked by a further order so made.

Any such order shall be made by statutory instrument subject to annulment in pursuance of a resolution of either House of Parliament.

Excluded categories of employees

Excluded categories of employees. 9 & 10 Geo. 6. c. 22.

6.—(1) The foregoing sections of this Act shall not apply to any registered dock worker as defined by any scheme in force under the Dock Workers (Regulation of Employment) Act 1946 except when engaged in work which is not dock work as defined by the scheme.

(2) The foregoing sections of this Act shall not apply to—

(*a*) a person employed as master of or a seaman on a seagoing British ship having a gross registered tonnage of 80 tons or more, including a person ordinarily employed as a seaman who is employed in or about such a ship in port by the owner or charterer of the ship to do work of a kind ordinarily done by a seaman on such a ship while it is in port, or

(*b*) a person working under an indenture of apprenticeship recorded in accordance with the requirements of section 108 of the Merchant Shipping Act 1894 (apprenticeship to the sea service), or

57 & 58 Vict. c. 60.

(*c*) a person employed as a skipper of or a seaman on a fishing boat for the time being required to be registered under section 373 of the said Act.

(3) Section 4 of this Act shall not apply where the employee is the father, mother, husband, wife, son or daughter of the employer.

(4) Section 4 of this Act shall apply to an employee who at any time comes or ceases to come within the exceptions provided for by or under this section as if a period of employment terminated or began at that time.

(5) The Minister shall have power by order—

(*a*) to provide that all or any of the foregoing sections of this Act shall not apply to persons or to employment of such classes or descriptions as may be prescribed by the order, and

(*b*) to vary or revoke any of the provisions of subsections (1), (2) and (3) of this section.

(6) An order under the last foregoing subsection may contain such transitional and other supplemental and incidental provisions as appear to the Minister to be expedient, and may be varied or revoked by a further order so made.

Any order under this section shall be made by statutory instrument, but no such order shall be made unless a draft of the order has been laid before Parliament and approved by a resolution of each House.

Supplemental

Power to vary number of weekly hours of employment necessary to qualify for rights.

7.—(1) The Minister shall have power by order to provide that this Act shall have effect—

(*a*) as if for the reference to twenty-one hours in section 4(9), or

(*b*) as if for each of the references to twenty-one hours in paragraphs 3 and 4 of Schedule 1 and paragraph 3(3) of Schedule 2,

there were substituted a reference to such other number of hours less than twenty-one as may be specified in the order.

(2) Orders under the foregoing subsection may specify different numbers of hours for the purposes of paragraphs (*a*) and (*b*), and an order under paragraph (*b*) shall affect the operation of Schedule 1 to this Act as respects periods before the order takes effect for the purposes of sections 1 and 2 of this Act, as well as respects later periods.

(3) An order under this section may contain such transitional and other supplemental and incidental provisions as appear to the Minister to be expedient, and may be varied or revoked by a further order so made.

An order under this section shall be made by statutory instrument, but no such order shall be made unless a draft of the order has been laid before Parliament and approved by a resolution of each House.

Interpretation.

8.—(1) In this Act—

"employee" means an individual who has entered into or works under a contract with an employer, whether the contract be for manual labour, clerical work or otherwise, be expressed or implied, oral or in writing, and whether it be a contract of service or of apprenticeship; and cognate expressions shall be construed accordingly;

"the Minister" means the Minister of Labour.

(2) Sections 1 and 2 of this Act shall apply in relation to any contract made before they come into force, and in relation to a contract all or any of the terms of which are terms which take effect by virtue of any provision contained in or having effect under an Act of Parliament, whether public or local, as they apply in relation to any other contract; and the reference in this subsection to an Act of Parliament includes, subject to any express provision to the contrary, an Act passed after this Act.

Work outside Great Britain.

9.—(1) Sections 1 to 4 of this Act shall not apply in relation to employment during any period when the employee is engaged

in work wholly or mainly outside Great Britain unless the employee ordinarily works in Great Britain and the work outside Great Britain is for the same employer.

(2) Subject to the foregoing subsection, this Act shall apply whatever the law governing the contract between the employer and the employee.

Short title, application to Northern Ireland and commencement

10.—(1) This Act may be cited as the Contracts of Employment Act 1963.

(2) This Act shall not form part of the law of Northern Ireland.

(3) This Act shall come into force on such date as the Minister may by order contained in a statutory instrument appoint, and the Minister may appoint different dates for different provisions.

SCHEDULES

Section 1.

SCHEDULE 1

COMPUTATION OF PERIOD OF EMPLOYMENT

Preliminary

1.—(1) The employee's period of employment shall be computed in weeks in accordance with this Schedule, and the periods of two and five years mentioned in section 1 of this Act shall be taken as 104 and 260 weeks respectively.

(2) Save as otherwise expressly provided, the provisions of this Schedule apply to periods before it comes into force as they apply to later periods.

(3) For the purpose of computing an employee's period of employment (but not for any other purpose), the provisions of this Schedule apply to periods during which the employee is engaged in work wholly or mainly outside Great Britain, and periods during which the employee is excluded by or under section 6 of this Act, as they apply to other periods.

General provisions as to continuity of period of employment

2. Except so far as otherwise provided by the following provisions of this Schedule, any week which does not count under paragraphs 3 to 6 of this Schedule breaks the continuity of the period of employment.

Normal working weeks

3. Any week in which the employee is employed for twenty-one hours or more shall count in computing a period of employment.

Employment governed by contract

4. Any week during the whole or part of which the employee's relations with the employer are governed by a contract of employment which normally involves employment for twenty-one hours or more weekly shall count in computing a period of employment.

Periods in which there is no contract of employment

5.—(1) If in any week the employee is, for the whole or part of the week—

(*a*) incapable of work in consequence of sickness or injury, or

(*b*) absent from work on account of a temporary cessation of work, 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 all or any purposes,

that week shall, notwithstanding that it does not fall under paragraph 3 or paragraph 4 of this Schedule, count as a period of employment.

(2) Not more than twenty-six weeks shall count under paragraph (*a*) of the foregoing sub-paragraph between any two periods falling under paragraphs 3 and 4 of this Schedule.

(3) Paragraph (*b*) of sub-paragraph (1) of this paragraph shall not apply to a temporary cessation of work on account of a strike in which the employee takes part.

Industrial disputes before Act comes into force

6. If in any week beginning before this Schedule comes into force the employee was, for the whole or any part of the week, absent from work—

(*a*) because he was taking part in a strike, or

(*b*) because of a lock-out by the employer,

the week shall count as a period of employment.

Industrial disputes after Act comes into force

7.—(1) A week shall not count under paragraph 3, paragraph 4 or paragraph 5 of this Schedule if in that week, or any part of that 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 Schedule, and which begins after it comes into force, if in that week, or any part of that week, the employee takes part in a strike except where the employee has, in taking part in the strike, broken his contract of employment.

(3) Sub-paragraph (2) applies whether or not the week would, apart from sub-paragraph (1), have counted under this Schedule.

8. The continuity of the period of employment is not broken by a week which begins after this Schedule comes into force and which does not count under this Schedule, if in that week or any part of that week the employee is absent from work because of a lock-out by the employer.

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Re-instatement after service with the armed forces, etc.

9.—(1) If a person who is entitled to apply to his former employer under Part II of the National Service Act 1948 (re-instatement in civil employment) enters the employment of that employer not later than the end of the six months period mentioned in section 35(2)(*b*) of that Act, his previous period of employment with that employer (or if there was more than one such period, the last of those periods) and the period of employment beginning in the said period of six months shall be treated as continuous.

11 & 12 Geo. 6. c. 64.

(2) The reference in this paragraph to Part II of the National Service Act 1948 includes a reference to that Part of that Act as amended, applied or extended by any other Act passed before or after this Act.

Change of employer

10.—(1) Subject to this paragraph, the foregoing provisions of this Schedule relate only to employment by the one employer.

(2) If a trade or business or an undertaking (whether or not it be an undertaking established by or under an Act of Parliament) is transferred from one person to another, the period of employment of an employee in the trade or business or undertaking at the time of the transfer shall count as a period of employment with the transferee, and the transfer shall not break the continuity of the period of employment.

(3) If by or under an Act of Parliament, 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, the employee's period of employment at the time when the modification takes effect shall count as a period of employment with the second mentioned body corporate, and the change of employer shall 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, the employee's period of employment at the time of the death shall count as a period of employment with the employer's personal representatives or trustees, and the death shall 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, the employee's period of employment at the time of the change shall count as a period of employment with the partners, personal representatives or trustees after the change, and the change shall not break the continuity of the period of employment.

Interpretation

11.—(1) In this Schedule, unless the context otherwise requires,—

"lock-out" means the closing of a place of employment, or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him in consequence of a dispute, done with a view to compelling those persons, or to aid another employer in compelling persons employed by him, to accept terms or conditions of or affecting employment;

" strike " means the cessation of work by a body of persons employed acting in combination, or a concerted refusal or a refusal under a common understanding of any number of persons employed to continue to work for an employer in consequence of a dispute, done as a means of compelling their employer or any person or body of persons employed, or to aid other employees in compelling their employer or any person or body of persons employed, to accept or not to accept terms or conditions of or affecting employment;

" week " means a week ending with Saturday.

(2) For the purposes of this Schedule the hours of employment of an employee who is required by the terms of his employment to live on the premises where he works shall be the hours during which he is on duty or during which his services may be required.

SCHEDULE 2

Section 2.

RIGHTS OF EMPLOYEE IN PERIOD OF NOTICE

Preliminary

1.—(1) For the purposes of this Schedule the cases where there are normal working hours include cases where the employee is entitled to overtime pay when employed for more than a fixed number of hours in a week or other period, and, subject to the following subparagraph, in those cases that fixed number of hours (in this paragraph referred to as " the number of hours without overtime ") shall be the normal working hours.

(2) If in such a case—

(*a*) the contract of employment fixes the number, or the minimum number, of hours of employment in the said week or other period (whether or not it also provides for the reduction of that number or minimum number of hours in certain circumstances), and

(*b*) that number or minimum number of hours exceeds the number of hours without overtime,

that number or minimum number of hours (and not the number of hours without overtime) shall be the normal working hours.

(3) In this Schedule the " period of notice " means the period of notice required by section 1(1) or, as the case may be, section 1(2) of this Act.

Employments for which there are normal working hours

2.—(1) This paragraph shall apply if there are normal working hours for the employee when employed under the contract of employment in force in the period of notice, and if 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, or

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(*b*) the employee is incapable of work because of sickness or injury, or

(*c*) the employee is absent from work in accordance with the terms of his employment relating to holidays.

(2) If the employee's remuneration for employment in normal working hours, whether by the hour or week or other period, does not vary with the amount of work done in the period, the employer shall be liable to pay the employee for the normal working hours as much as the amount which would have been payable if the employee had been employed throughout the part of the normal working hours covered by paragraphs (*a*), (*b*) and (*c*) of subparagraph (1) of this paragraph.

(3) If sub-paragraph (2) does not apply, the employer shall be liable for the part of the normal working hours covered by paragraphs (*a*), (*b*) and (*c*) of sub-paragraph (1) of this paragraph to pay to the employee a sum not less than remuneration for that part of the normal working hours calculated at the average hourly rate of remuneration payable to him by the employer in respect of the period of four weeks ending with the last complete week before the notice was given.

(4) In arriving at the said average hourly rate of remuneration only the hours when the employee was working, and only the remuneration payable for, or apportionable to, those hours of work, shall be brought in; and if for any of the said four weeks no such remuneration was payable by the employer to the employee, account shall be taken of remuneration in earlier weeks so as to bring the number of weeks of which account is taken up to four.

(5) 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, holiday pay or otherwise, shall go towards meeting the employer's liability under this paragraph.

(6) Where the notice was given by the employee, the employer's liability under this paragraph shall not arise unless and until the employee leaves the service of the employer in pursuance of the notice.

(7) References in this paragraph to remuneration varying with the amount of work done include references to remuneration which may include any commission or similar payment which varies in amount.

Employments for which there are no normal working hours

3.—(1) This paragraph shall apply if there are no normal working hours for the employee when employed under the contract of employment in force in the period of notice.

(2) For each week of the period of notice the employer shall be liable to pay the employee a sum not less than his average weekly rate of remuneration in the period of twelve weeks ending with the last complete week before the notice was given.

(3) In arriving at the said average weekly rate of remuneration no account shall be taken of a week in which the employee worked for the employer for less than twenty-one hours; and where, as a result, the period for which the average is to be taken would be less than eight weeks, account shall be taken of remuneration in earlier weeks so as to bring the number of weeks averaged up to eight.

(4) Subject to this paragraph, the employer's obligation under this paragraph shall be conditional on the employee being ready and willing to do work of a reasonable nature and amount to earn remuneration at the rate mentioned in sub-paragraph (2).

(5) Sub-paragraph (4) shall not affect the liability of the employer—

(*a*) in respect of any period during which the employee is incapable of work because of sickness or injury, or

(*b*) in respect of any period during which the employee is absent from work in accordance with the terms of his employment relating to holidays,

and any payment made to an employee by his employer in respect of such a period, whether by way of sick pay, holiday pay or otherwise, shall be taken into account for the purposes of this paragraph as if it were remuneration paid by the employer in respect of that period.

(6) Where the notice was given by the employee, the employer's liability under this paragraph shall not arise unless and until the employee leaves the service of the employer in pursuance of the notice.

Absence on leave granted at request of employee

4. The employer shall not be liable under the foregoing provisions of this Schedule to make any payment in respect of a period during which the employee is absent from work with the leave of the employer granted at the request of the employee.

Notice given before a strike

5. No payment shall be due under this Schedule in consequence of a notice to terminate a contract given by an employee if, after the notice is given and on or before the termination of the contract, the employee takes part in a strike of employees of the employer.

In this paragraph " strike " has the same meaning as in Schedule 1 to this Act.

Termination of employment during period of notice

6.—(1) If, during the period of notice, the employer breaks the contract of employment, payments received under this Schedule in respect of the part of the period of notice after the breach shall go towards mitigating the damages recoverable by the employee for loss of earnings in that part of the period of notice.

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(2) If, during the period of notice, the employee breaks the contract and the employer rightfully treats the breach as terminating the contract, no payment shall be due to the employee under this Schedule in respect of the part of the period of notice falling after the termination of the contract.

Supplemental

7.—(1) In arriving at an average hourly rate or average weekly rate of remuneration under this Schedule—

(*a*) account shall be taken of work for a former employer within the period for which the average is to be taken if by virtue of paragraph 10 of Schedule 1 to this Act a period of employment with the former employer counted as part of the employee's continuous period of employment with the later employer, and

(*b*) "week" means, for 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, for other employees, means a week ending with Saturday.

8. Where under this Schedule account is to be taken of remuneration or other payments for a period which does not coincide with the periods for which the remuneration or other payments are calculated, the remuneration or other payments shall be apportioned in such manner as may be just.

1963 CHAPTER 50

Television Act 1963

ARRANGEMENT OF SECTIONS

Section

1. Extension of period for which Authority are to provide television services.
2. Authority's responsibility for programmes.
3. Submission to Authority of programme schedules.
4. Buying and selling of programmes by programme contractors.
5. Advertisements.
6. Committee and panel to advise on advertisements.
7. Rental payments by programme contractors.
8. Newspaper shareholdings.
9. Interpretation of references to activity as advertising agent.
10. Provision of news.
11. Contracts for programmes.
12. Breach of contract.
13. Second television service provided by Authority.
14. Programme prizes.
15. Audience research.
16. Programmes relating to controversial matters.
17. Postmaster General's control of technical processes.