

## 1994 No. 308

## INDUSTRIAL RELATIONS

**Industrial Tribunals Extension of Jurisdiction  
Order (Northern Ireland) 1994**

*Made* . . . . . 4th August 1994

*Coming into operation* . . . . . 18th September 1994

*To be laid before Parliament*

In exercise of the powers conferred on me by Articles 57(1), (4A) and (5) and 63(4) of the Industrial Relations (No. 2) (Northern Ireland) Order 1976(a) and of every other power enabling me in that behalf, I hereby make the following Order:

*Citation, commencement and interpretation*

1.—(1) This Order may be cited as the Industrial Tribunals Extension of Jurisdiction Order (Northern Ireland) 1994 and shall come into operation on 18th September 1994.

(2) In this Order—

“contract claim” means a claim in respect of which proceedings may be brought before an industrial tribunal by virtue of Article 3 or 4;

“the effective date of termination” shall be construed in accordance with Article 21(4) of the No. 1 Order(b);

“the No. 2 Order” means the Industrial Relations (No. 2) (Northern Ireland) Order 1976.

*Transitional provision*

2. Proceedings in respect of a contract claim shall not be brought before an industrial tribunal unless—

(a) the effective date of termination in respect of the contract giving rise to the claim; or

(b) where there is no effective date of termination, the last day upon which the employee works in the employment which has terminated, occurs on or after 18th September 1994.

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(a) S.I. 1976/2147 (N.I. 28); Article 57 was amended by S.I. 1993/2668 (N.I. 11) Article 15

(b) S.I. 1976/1043 (N.I. 16) to which there are amendments not relevant to the subject matter of this Order

*Extension of jurisdiction*

3. Proceedings may be brought before an industrial tribunal in respect of a claim of an employee for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if—

- (a) the claim is one to which Article 57(2) of the No. 2 Order applies and in respect of which a court in Northern Ireland would under the law for the time being in force have jurisdiction to hear and determine an action;
- (b) the claim is not one to which Article 5 applies; and
- (c) the claim arises or is outstanding on the termination of the employee's employment.

4. Proceedings may be brought before an industrial tribunal in respect of a claim of an employer for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if—

- (a) the claim is one to which Article 57(2) of the No. 2 Order applies and in respect of which a court in Northern Ireland would under the law for the time being in force have jurisdiction to hear and determine an action;
- (b) the claim is not one to which Article 5 applies;
- (c) the claim arises or is outstanding on the termination of the employment of the employee against whom it is made; and
- (d) proceedings in respect of a claim of that employee have been brought before an industrial tribunal by virtue of this Order.

5.—(1) This Article applies to a claim for breach of a contractual term of any of the following descriptions—

- (a) a term requiring the employer to provide living accommodation for the employee;
- (b) a term imposing an obligation on the employer or the employee in connection with the provision of living accommodation;
- (c) a term relating to intellectual property;
- (d) a term imposing an obligation of confidence;
- (e) a term which is a covenant in restraint of trade.

(2) In this Article, "intellectual property" includes copyright, rights in performances, moral rights, design right, registered designs, patents and trade marks.

*Manner in which proceedings may be brought*

6. Proceedings on a contract claim may be brought before an industrial tribunal by presenting a complaint to an industrial tribunal.

*Time within which proceedings may be brought*

7. An industrial tribunal shall not entertain a complaint in respect of an employee's contract claim unless it is presented—

- (a) within the period of three months beginning with the effective date of termination of the contract giving rise to the claim; or
- (b) where there is no effective date of termination, within the period of three months beginning with the last day upon which the employee worked in the employment which has terminated; or
- (c) where the tribunal is satisfied that it was not reasonably practicable for the complaint to be presented within whichever of those periods is applicable, within such further period as the tribunal considers reasonable.

8. An industrial tribunal shall not entertain a complaint in respect of an employer's contract claim unless—

- (a) it is presented at a time when there is before the tribunal a complaint in respect of a contract claim of a particular employee which has not been settled or withdrawn;
- (b) it arises out of a contract with that employee; and
- (c) it is presented—
  - (i) within the period of six weeks beginning with the day, or if more than one the last of the days, on which the employer (or other person who is the respondent party to the employee's contract claim) received from the tribunal a copy of an originating application in respect of a contract claim of that employee; or
  - (ii) where the tribunal is satisfied that it was not reasonably practicable for the complaint to be presented within that period, within such further period as the tribunal considers reasonable.

*Death and bankruptcy*

9.—(1) Where proceedings in respect of a contract claim have been brought before an industrial tribunal and an employee or employer party to them dies before their conclusion, the proceedings shall not abate by reason of the death and the tribunal may, if it thinks it necessary in order to ensure that all matters in dispute may be effectually and completely determined and adjudicated upon, order the personal representatives of the deceased party, or other persons whom the tribunal considers appropriate, to be made parties and the proceedings to be carried on as if they had been substituted for the deceased party.

(2) Where proceedings in respect of a contract claim have been brought before an industrial tribunal and the employee or employer who is the applicant party to them becomes bankrupt before their conclusion, the proceedings shall not abate by reason of the bankruptcy and the tribunal may, if it thinks it necessary in order to ensure that all matters in dispute may be effectually and completely determined and adjudicated upon, order the person in whom the interest of the bankrupt party has vested to be made a party and

the proceedings to be carried on as if he had been substituted for the bankrupt party.

*Limit on payment to be ordered*

**10.** An industrial tribunal shall not in proceedings in respect of a contract claim, or in respect of a number of contract claims relating to the same contract, order the payment of an amount exceeding £25,000.

Dated this 4th day of August 1994.

*P. B. B. Mayhew*  
One of Her Majesty's Principal  
Secretaries of State

*(This note is not part of the Order.)*

This Order, which comes into operation on 18th September 1994, enables an employee to bring a claim for damages for breach of his contract of employment or for a sum due under that contract, before an industrial tribunal if the claim arises or is outstanding on the termination of his employment. The Order also enables an employer to make such a claim against an employee where the employee has claimed against him under the Order.

Article 5 contains certain exclusions. Broadly, these relate to claims about the provision of living accommodation, intellectual property (for example, copyright), obligations of confidence on the employee and covenants in restraint of trade.

Articles 7 and 8 provide that an employee's complaint about a contractual claim must be presented within a period of three months beginning with the "effective date of termination" as defined in Article 21(4) of the Industrial Relations (Northern Ireland) Order 1976, and that an employer's complaint about a contractual claim must be presented within six weeks of receiving a copy of an originating application relating to the employee's complaint. The tribunal is given a discretion to allow a complaint to be presented later if satisfied that it was not reasonably practicable for the complaint to be presented within these periods.

Article 9 makes provisions for the carrying on of proceedings where a party has died or become bankrupt.

Article 10 provides that the maximum which a tribunal may order to be paid in respect of a contract claim, or a number of claims relating to the same contract, is £25,000.

The Order also contains a transitional provision (Article 2).