



Trade Union and Labour Relations (Consolidation) Act 1992

1992 CHAPTER 52

PART III

RIGHTS IN RELATION TO UNION MEMBERSHIP AND ACTIVITIES

Contracts for supply of goods or services

144 Union membership requirement in contract for goods or services void

A term or condition of a contract for the supply of goods or services is void in so far as it purports to require that the whole, or some part, of the work done for the purposes of the contract is done only by persons who are, or are not, members of trade unions or of a particular trade union.

145 Refusal to deal on union membership grounds prohibited

(1) A person shall not refuse to deal with a supplier or prospective supplier of goods or services on union membership grounds. ““Refuse to deal” and “union membership grounds” shall be construed as follows.

(2) A person refuses to deal with a person if, where he maintains (in whatever form) a list of approved suppliers of goods or services, or of persons from whom tenders for the supply of goods or services may be invited, he fails to include the name of that person in that list.

He does so on union membership grounds if the ground, or one of the grounds, for failing to include his name is that if that person were to enter into a contract with him for the supply of goods or services, work to be done for the purposes of the contract would, or would be likely to, be done by persons who were, or who were not, members of trade unions or of a particular trade union.

Status: This is the original version (as it was originally enacted).

- (3) A person refuses to deal with a person if, in relation to a proposed contract for the supply of goods or services—
- (a) he excludes that person from the group of persons from whom tenders for the supply of the goods or services are invited, or
 - (b) he fails to permit that person to submit such a tender, or
 - (c) he otherwise determines not to enter into a contract with that person for the supply of the goods or services.

He does so on union membership grounds if the ground, or one of the grounds, on which he does so is that if the proposed contract were entered into with that person, work to be done for the purposes of the contract would, or would be likely to, be done by persons who were, or who were not, members of trade unions or of a particular trade union.

- (4) A person refuses to deal with a person if he terminates a contract with him for the supply of goods or services.

He does so on union membership grounds if the ground, or one of the grounds, on which he does so is that work done, or to be done, for the purposes of the contract has been, or is likely to be, done by persons who are or are not members of trade unions or of a particular trade union.

- (5) The obligation to comply with this section is a duty owed to the person with whom there is a refusal to deal and to any other person who may be adversely affected by its contravention; and a breach of the duty is actionable accordingly (subject to the defences and other incidents applying to actions for breach of statutory duty”.