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Facility managers will often find themselves required to serve legal notice. This may be to terminate the employment of a staff member, to end a service provider's contract or to exercise a lease break in a rented property.

In staff cases the required notice period is the statutory amount or the amount agreed in the contract of employment, whichever is longer. The employee's required notice period must be given in their written statement or the statement must refer to the relevant legislation on notice periods.

Employees who work the hours set out in their contract during the notice period should receive their usual rate of pay. Employees are also generally entitled by law to receive a minimum rate of pay during the notice period even if they do not work, for instance because they are ill or because they are willing to work but you do not give them any to do.

Most outsourcing contracts provide that notice of termination may be issued by an innocent party where there is an irremediable breach or where there is a breach which is not rectified within a specified period. This is known as a termination clause, and may provide a suite of grounds that may be relied upon to terminate the contract.

In order to bring the contract to an end and validly and lawfully terminate the contract, these provisions must be complied with. This is not to say that the grounds specified by the termination clause are the only grounds that may be relied upon to terminate the contract. If a right to terminate exists under the general law, then that may also be relied upon.

Where a contract does not specify its duration (known as the 'term of the contract'), it may be terminated on reasonable notice. Reasonable notice depends on the particular contract. There are indicators that may be used to assess what a reasonable time would be in the circumstances, such as the frequency of payments made under the contract or deemed automatic renewal periods specified in the agreement.

When serving notice to exercise a break clause in a commercial property lease, the clause will usually provide for prior written notice to be given to the landlord by a minimum number of months before the break date. This notice period can often be quite long, say 9 months or a year before the break date, but sometimes it may be shorter.

Whatever the period is, time is of the essence for notice periods whether the lease actually says so or not. If the notice is served late, even if only by one day, the right to end the lease will be lost. Notices should therefore be served as far in advance of the minimum notice period as is commercially viable.

In all of these cases it is important that any legal notice is served correctly. In particular, it is essential that any time limits are adhered to and the correct recipient of the notice is identified. Many cases end up in the courts involving the incorrect service of notice. In cases involving large sums of money it may be wise to take legal advice to ensure that errors are not made.

To find a solicitor contact The Law Society at www.lawsociety.org.uk