



Isle of Man

Ellan Vannin

AT 7 of 2000

SHOPS ACT 2000



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**Isle of Man***Ellan Vannin*

SHOPS ACT 2000

<i>Received Royal Assent:</i>	<i>20 June 2000</i>
<i>Passed:</i>	<i>20 June 2000</i>
<i>Commenced —</i>	
<i>for purposes of s5(5) and(6)</i>	<i>26 June 2000</i>
<i>for all other purposes</i>	<i>1 August 2000</i>

AN ACT to abolish the regulation of shop hours on Sundays; to make new provisions for the rights of shop workers as respects opening on Sundays, etc; and for connected purposes.

PART I – INTERPRETATION

1 Interpretation

(1) In this Act —

“**the 2006 Act**” means the *Employment Act 2006*;¹

“**the commencement date**” means the day on which this Act comes into operation;

“**contract of employment**” means a contract with an employer, expressed or implied, oral or in writing, and whether it be a contract of service or of apprenticeship;

“**dismissal**” has the same meaning as in Part X of the 2006 Act;²

“**notice period**”, in relation to an opting-out notice, has the meaning given by section 8;

“**occupier of a shop**” includes the person by whom the retail trade or business is carried on;

“**opted out**”, in relation to a shop worker, shall be construed in accordance with section 7;

“**opting-in notice**” has the meaning given by section 5(2);

“**opting-out notice**” has the meaning given by section 6(3);

“**protected**”, in relation to a shop worker, shall be construed in accordance with sections 4 and 5;

“**retail trade or business**” includes the business of a barber or hairdresser, the sale of refreshments, the business of lending books, periodicals or other articles when carried on for the purposes of gain, and retail sales by auction, but does not include –

- (a) the sale of medicines and medical or surgical appliances at any premises registered under section 40 of the *Medicines Act 2003*; or³
- (b) the sale of refreshments to those residing in, dining at or otherwise making bona fide use of the facilities provided by, hotels, guest houses or restaurants; or
- (c) the sale of programmes, catalogues and refreshments to those attending a production at a theatre, cinema or similar place of amusement;

“**shop**” includes any premises, stall, vehicle or place in or from which any retail trade or business is carried on;

“**shop work**” means the work of a shop worker;

“**shop worker**” means any person wholly or mainly employed in a shop in connection with the serving of customers or the receipt of orders or the dispatch of goods;

“**Sunday**” includes Christmas Day and Good Friday;

“**week**” means the period between midnight on Saturday night and midnight on the succeeding Saturday night.

(2) Section 169 and Schedule 5 (computation of period of continuous employment) and section 173 (general interpretation) of the 2006 Act, shall have effect for the purposes of this Act as they have effect for the purposes of that Act.⁴

(2A) The Department for Enterprise may by order amend the definition of “retail trade or business” in subsection (1).

Tynwald procedure – approval required.⁵

(3) and (4) [Repealed]⁶

PART II – PROHIBITION ON OPENING OF SHOPS ON CHRISTMAS DAY

2 No opening of shops on Christmas day

(1) Every shop shall be closed for the serving of customers on Christmas Day.

- (2) If the occupier of a shop fails to comply with subsection (1) he shall be guilty of an offence and shall be liable on summary conviction to a fine of £2,500.

3 Enforcement

- (1) The Isle of Man Office of Fair Trading is responsible for the enforcement of this Part.
- (2) The provisions of the *Consumer Protection (Trade Descriptions) Act 1970* specified in paragraphs (a) to (d) apply in relation to the enforcement of section 2 by the Isle of Man Office of Fair Trading as they apply in relation to the enforcement of that Act by that Office —
 - (a) section 27 (power to make test purchases),
 - (b) section 28 (power to enter premises and inspect and seize goods and documents),
 - (c) section 29 (obstruction of inspectors), and
 - (d) section 33 (compensation for loss, etc. of goods seized under section 28),

and in the application of those sections for the purposes of this section, references in those sections to “an inspector” shall include a person authorised in writing by the Isle of Man Office of Fair Trading for the purpose.

PART III – RIGHTS OF SHOP WORKERS AS RESPECTS SUNDAY WORKING

4 Meaning of “protected shop worker”

- (1) Subject to section 5, a shop worker is to be regarded for the purposes of this Part as “protected” if, and only if, subsection (2) or (3) applies to him.
- (2) This subsection applies to a shop worker if —
 - (a) on the day before the commencement date, he was employed as a shop worker,
 - (b) on that day, he was not employed to work only on Sunday,
 - (c) he has been continuously employed during the period beginning with that day and ending with the appropriate date, and
 - (d) throughout that period, or throughout every part of it during which his relations with his employer were governed by a contract of employment, he was a shop worker.
- (3) This subsection applies to any shop worker whose contract of employment is such that under it he —

- (a) is not, and may not be, required to work on Sunday, and
 - (b) could not be so required even if the provisions of this Part were disregarded.
- (4) In subsection (2)(c), “the appropriate date” means —
- (a) in relation to sections 9 and 10, the effective date of termination,
 - (b) in relation to section 12, the date of the act or failure to act,
 - (c) in relation to section 14(2) and (3), the day on which the agreement is entered into,
 - (d) [Repealed]⁷
 - (e) in relation to section 16, any time in relation to which the contract is to be enforced, and
 - (f) in relation to section 17, the end of the period in respect of which the remuneration is paid or the benefit accrues.
- (5) [Repealed]⁸
- (6) For the purposes of subsection (4)(b) —
- (a) where an act extends over a period, the “date of the act” means the first day of the period, and
 - (b) a deliberate failure to act shall be treated as done when it was decided on,
- and in the absence of evidence establishing the contrary, an employer shall be taken to decide on a failure to act when he does an act inconsistent with doing the failed act or, if he has done no such inconsistent act, when the period expires within which he might reasonably have been expected to do the failed act if it was to be done.
- (7) Where on the day before the commencement date an employee’s relations with the employer have ceased to be governed by a contract of employment, the employee shall be regarded as satisfying the condition in subsection (2)(b) if —
- (a) that day falls in a week which counts as a period of employment with that employer under paragraph 4 of Schedule 5 to the 2006 Act (absence from work because of sickness etc.), and⁹
 - (b) under the original contract of employment, the employee was a shop worker and was not employed to work only on Sunday.¹⁰

5 Protected shop worker: exceptions

- (1) A shop worker is not a protected shop worker if —
- (a) on or after the commencement date, his employer has given him an opting-in request; and

- (b) not less than 7 days nor more than 21 days after receiving that request, the shop worker has given his employer an opting-in notice; and
 - (c) after giving that notice, he has expressly agreed with his employer to do shop work on Sunday or on a particular Sunday.
- (2) Unless all the requirements imposed by or under this section are complied with, the opting-in notice is void.
 - (3) In this section, “opting-in request” means a written request in which the employer requests a shop worker to give an opting-in notice under subsection (1)(b).
 - (4) In this Part, “**opting-in notice**” means a written notice, signed and dated by the shop worker, in which the shop worker expressly consents to the opting-in request and states that he wishes to work on Sunday or that he does not object to Sunday working.
 - (5) The Department for Enterprise shall by order prescribe the form of opting-in requests and opting-in notices and the particulars and information to be included in them.¹¹
 - (6) An order under subsection (5) shall be laid before Tynwald.

6 Notice of objection to Sunday working

- (1) This section applies to any shop worker who, under his contract of employment –
 - (a) is or may be required to work on Sunday (whether or not as a result of previously giving an opting-in notice), but
 - (b) is not employed to work only on Sunday.
- (2) A shop worker to whom this section applies may at any time give his employer written notice, signed and dated by the shop worker, to the effect that the shop worker objects to Sunday working.
- (3) In this Part “**opting-out notice**” means a notice given under subsection (2) by a shop worker to whom this section applies.

7 Meaning of “opted-out shop worker”

- (1) Subject to subsection (5), a shop worker is to be regarded for the purposes of this Part as “opted-out” if, and only if –
 - (a) he has given his employer an opting-out notice,
 - (b) he has been continuously employed during the period beginning with the day on which the notice was given and ending with the appropriate date, and

- (c) throughout that period, or throughout every part of it during which his relations with his employer were governed by a contract of employment, he was a shop worker.
- (2) In subsection (1), “the appropriate date” means —
- (a) in relation to sections 9 and 10, the effective date of termination,
 - (b) in relation to section 12, the date of the act or failure to act,
 - (c) in relation to section 15 (2) or (3), the day on which the agreement is entered into, and
 - (d) in relation to section 15 (4), the day on which the employee returns to work.
- (3) [Repealed]¹²
- (4) For the purposes of subsection (2)(b) —
- (a) where an act extends over a period, the “date of the act” means the first day of the period, and
 - (b) a deliberate failure to act shall be treated as done when it was decided on,
- and in the absence of evidence establishing the contrary, an employer shall be taken to decide on a failure to act when he does an act inconsistent with doing the failed act or, if he has done no such inconsistent act, when the period expires within which he might reasonably have been expected to do the failed act if it was to be done.
- (5) A shop worker is not an opted-out shop worker if —
- (a) after giving the opting-out concerned, he has given his employer an opting-in notice, and
 - (b) after giving that opting-in notice, he has expressly agreed with his employer to do shop work on Sunday or on a particular Sunday.

8 Meaning of “notice period”

In this Part “**notice period**”, in relation to an opted-out shop worker, means, subject to section 13(2), the period of one month beginning with the day on which the opting-out notice concerned was given.

9 Right not to be dismissed for refusing Sunday work

- (1) Subject to subsection (2), the dismissal of a protected or opted-out shop worker by his employer shall be regarded for the purposes of Part X of the 2006 Act as unfair if the reason for it (or, if more than one, the principal reason) was that the shop worker refused, or proposed to refuse, to do shop work on Sunday or on a particular Sunday.¹³
- (2) Subsection (1) does not apply in relation to an opted-out shop worker where the reason (or principal reason) for the dismissal was that he

refused, or proposed to refuse, to do shop work on any Sunday or Sundays falling before the end of the notice period.

- (3) The dismissal of a shop worker by his employer shall be regarded for the purposes of Part X of the 2006 Act as unfair if the reason for it (or, if more than one, the principal reason) was that the shop worker gave, or proposed to give, an opting-out notice to the employer.¹⁴

10 Redundancy

- (1) Where the reason or principal reason for the dismissal of a protected or opted-out shop worker was that he was redundant, but it is shown —
- (a) that the circumstances constituting the redundancy applied equally to one or more other employees in the same undertaking who held positions similar to that held by him and who have not been dismissed by the employer, and
- (b) that the reason (or, if more than one, the principal reason) for which he was selected for dismissal was that specified in section 9(1),

then, for the purposes of Part X of the 2006 Act, the dismissal shall be regarded as unfair.¹⁵

- (2) Subsection (1) does not apply in relation to an opted-out shop worker where the reason (or principal reason) for which he was selected for dismissal was that specified in section 9(2).
- (3) Where the reason or principal reason for the dismissal of a shop worker was that he was redundant, but it is shown —
- (a) that the circumstances constituting the redundancy applied equally to one or more other employees in the same undertaking who held positions similar to that held by him and who have not been dismissed by the employer, and
- (b) that the reason (or, if more than one, the principal reason) for which he was selected for dismissal was that specified in section 9(3),

then, for the purposes of Part X of the 2006 Act, the dismissal shall be regarded as unfair.¹⁶

11 Exclusion of section 111 of Employment Act 2006

Section 111 of the 2006 Act (right of employee not to be unfairly dismissed) shall apply to a dismissal regarded as unfair by virtue of section 9 or 10 regardless of the period for which the employee has been employed and of his age; and accordingly section 132(1) of that Act (which provides a qualifying period and an upper age limit) shall not apply to such a dismissal.¹⁷

12 Right not to suffer detriment for refusing Sunday work

- (1) Subject to subsections (2) and (4), a protected or opted-out shop worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the shop worker refused, or proposed to refuse, to do shop work on Sunday or on a particular Sunday.
- (2) Subsection (1) does not apply to anything done in relation to an opted-out shop worker on the ground that he refused, or proposed to refuse, to do shop work on any Sunday or Sundays falling before the end of the notice period.
- (3) Subject to subsection (4), a shop worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that he gave, or proposed to give, an opting-out notice to his employer.
- (4) Subsections (1) and (3) do not apply where the detriment in question amounts to dismissal.
- (5) For the purposes of this section a shop worker who does not work on Sunday or on a particular Sunday is not to be regarded as having been subjected to any detriment by —
 - (a) any failure to pay remuneration in respect of shop work on a Sunday which he has not done,
 - (b) any failure to provide him with any other benefit, where that failure results from the application, in relation to Sunday on which the employee has not done shop work, of a contractual term under which the extent of that benefit varies according to the number of hours worked by the employee or the remuneration of the employee, or
 - (c) any failure to provide him with any work, remuneration or other benefit which by virtue of section 16 or 17 the employer is not obliged to provide.
- (6) Where an employer offers to pay a sum specified in the offer to any one or more employees who are protected or opted-out shop workers or who, under their contracts of employment, are not obliged to do shop work on Sunday, if they agree to do shop work on Sunday or on a particular Sunday —
 - (a) an employee to whom the offer is not made is not to be regarded for the purposes of this section as having been subjected to any detriment by any failure to make the offer to him or to pay him that sum, and
 - (b) an employee who does not accept the offer is not to be regarded for those purposes as having been subjected to any detriment by any failure to pay him that sum.

13 Employer's duty to give explanatory statement

- (1) Where a person becomes a shop worker to whom section 6 applies, his employer shall, before the end of the period of two months beginning with the day on which that person becomes such a shop worker, give him a written statement in the prescribed form.
- (2) If —
 - (a) an employer fails to comply with subsection (1) in relation to any shop worker, and
 - (b) the shop worker, on giving the employer an opting-out notice, becomes an opted-out shop worker,section 8 shall have effect, in relation to the shop worker, with the substitution for “one month” of “14 days”.
- (3) An employer shall not be regarded as failing to comply with subsection (1) in any case where, before the end of the period referred to in that subsection, the shop worker has given him an opting-out notice.

- (4) Subject to subsection (5), the prescribed form is as follows —

**“STATUTORY RIGHTS IN RELATION TO SHOP WORK ON SUNDAYS,
CHRISTMAS DAY AND GOOD FRIDAY**

You have become employed as a shop worker and are, or can be, required under your contract of employment to do shop work on Sundays, Good Friday and Christmas Day.

However, if you wish, you can give a notice, as described in the next section, to your employer and you will then have the right not to do shop work on any of those days once one month has passed from the date on which you gave the notice.

Your notice must —

be in writing;

be signed and dated by you;

say that you object to working on those days.

For one month after you give the notice, your employer can still require you to do all the work on those days that your contract provides for. After the one month period has ended, you have the right to complain to the Employment and Equality Tribunal if, because of your refusal to do shop work on those days, your employer —

dismisses you, or

does something else detrimental to you, for example, failing to promote you.

Once you have the rights described, they cannot be taken away without your agreement. You can surrender them only if —

your employer gives you a written request asking you to work on those days; and

you respond with a further notice, signed and dated by you, saying that you wish to work on those days or that you do not object to working on those days; and

you then agree with your employer to do shop work on those or on any particular one of those days.”¹⁸

- (5) The Department for Enterprise may by order amend the prescribed form set out in subsection (4).¹⁹
- (6) An order under subsection (5) shall be laid before Tynwald.

14 Effect of rights on contracts of employment

- (1) Any contract of employment under which a shop worker who satisfies the conditions in section 4(2)(a) and (b) was employed on the day before the commencement date is unenforceable to the extent that it —
 - (a) requires the shop worker to do shop work on Sunday on or after the commencement date, or
 - (b) requires the employer to provide the shop worker with shop work on Sunday on or after that date.
- (2) Except as provided by subsection (3), any agreement entered into after the commencement date between a protected shop worker and his employer is unenforceable to the extent that it —
 - (a) requires the shop worker to do shop work on Sunday, or
 - (b) requires the employer to provide the shop worker with shop work on Sunday.
- (3) Where, after giving an opting-in notice, a protected shop worker expressly agrees as mentioned in section 5(1)(b) (and so ceases to be protected), his contract of employment shall be taken to be varied to the extent necessary to give effect to the terms of the agreement.
- (4) [Repealed]²⁰

15 Contractual requirements relating to Sunday work

- (1) Where a shop worker gives his employer an opting-out notice, the contract of employment under which he was employed immediately before he gave that notice becomes unenforceable to the extent that it —
 - (a) requires the shop worker to do shop work on Sunday after the end of the notice period, or
 - (b) requires the employer to provide the shop worker with shop work on Sunday after the end of that period.

- (2) Except as provided by subsection (3), any agreement entered into between an opted-out shop worker and his employer is unenforceable to the extent that it –
 - (a) requires the shop worker to do shop work on Sunday after the end of the notice period, or
 - (b) requires the employer to provide the shop worker with shop work on Sunday after the end of that period.
- (3) Where, after giving an opting-in notice, an opted-out shop worker expressly agrees as mentioned in section 7(5)(b) (and so ceases to be opted-out), his contract of employment shall be taken to be varied to the extent necessary to give effect to the terms of the agreement.
- (4) [Repealed]²¹

16 Contracts with guaranteed hours

If –

- (a) under the contract of employment under which a shop worker who satisfies the conditions in section 4(2)(a) and (b) was employed on the day before the commencement date, the employer is, or may be, required to provide him with shop work for a specified number of hours each week,
- (b) under that contract, the shop worker was or might have been required to work on Sunday before the commencement date, and
- (c) the shop worker has done shop work on Sunday in that employment (whether or not before the commencement date) but has, on or after the commencement date, ceased to do so,

then, so long as the shop worker remains a protected shop worker, that contract shall not be regarded as requiring the employer to provide him with shop work on weekdays in excess of the hours normally worked by the shop worker on weekdays before he ceased to do shop work on Sunday.

17 Reduction of pay, etc

(1) If –

- (a) under the contract of employment under which a shop worker who satisfies the conditions in section 4(2)(a) and (b) was employed on the day before the commencement date, the shop worker was or might have been required to work on Sunday before that date,
- (b) the shop worker has done shop work on Sunday in that employment (whether or not before the commencement date) but has, on or after the commencement date, ceased to do so, and

- (c) it is not apparent from the contract what part of the remuneration payable, or of any other benefit accruing, to the shop worker was intended to be attributable to shop work on Sunday,

then, so long as the shop worker remains a protected shop worker, that contract shall be regarded as enabling the employer to reduce the amount of remuneration paid, or the extent of the other benefit provided, to the shop worker in respect of any period by the proportion which the hours of shop work which (apart from this Part) the shop worker could have been required to do on Sunday in the period (in this section referred to as “the contractual Sunday hours”) bears to the aggregate of those hours and the hours of work actually done by the shop worker in the period.

- (2) Where, under the contract of employment, the hours of work actually done on weekdays in any period would be taken into account in determining the contractual Sunday hours, they shall be taken into account in determining the contractual Sunday hours for the purposes of subsection (1).

18 Complaints to the Employment and Equality Tribunal²²

- (1) An employee may present a complaint to the Tribunal that he has been subjected to a detriment in contravention of section 12.
- (2) On such a complaint it is for the employer to show the ground on which any act, or deliberate failure to act, was done.
- (3) The Tribunal shall not consider a complaint under this section unless it is presented —
- (a) before the end of the period of 3 months beginning with the date of the act or failure to act to which the complaint relates or, where that act or failure is part of a series of similar acts or failures, the last of them, or
- (b) within such further period as the Tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of 3 months.
- (4) For the purposes of subsection (3) —
- (a) where an act extends over a period, the “date of the act” means the last day of that period, and
- (b) a deliberate failure to act shall be treated as done when it was decided on;

and, in the absence of evidence establishing the contrary, an employer shall be taken to decide on a failure to act when he does an act inconsistent with doing the failed act or, if he has done no such

inconsistent act, when the period expires within which he might reasonably have been expected do the failed act if it was to be done.

19 Remedies

- (1) Where the Tribunal finds a complaint under section 18 well-founded, the Tribunal —
 - (a) shall make a declaration to that effect, and
 - (b) may make an award of compensation to be paid by the employer to the complainant in respect of the act or failure to act to which the complaint relates.
- (2) Subject to subsections (2A) and (5), the amount of the compensation awarded shall be such as the Tribunal considers just and equitable in all the circumstances having regard to —
 - (a) the infringement to which the complaint relates, and
 - (b) any loss which is attributable to the act, or failure to act, which infringed the complainant's right.²³
- (2A) Where—
 - (a) the detriment to which the worker is subjected is the termination of his or her contract, but
 - (b) that contract is not a contract of employment,any compensation awarded under this section must not exceed the limit specified in subsection (2B).²⁴
- (2B) The limit mentioned in subsection (2A) is the total of—
 - (a) the sum which would be the basic award for unfair dismissal, calculated in accordance with section 142 of the *Employment Act 2006*, if the worker had been an employee and the contract terminated had been a contract of employment; and
 - (b) the sum for the time being prescribed under section 144(1) of that Act as the limit for a compensatory award to a person calculated (on the assumptions set out in paragraph (a) above) in accordance with section 143 of that Act.²⁵
- (3) The loss shall be taken to include —
 - (a) any expenses reasonably incurred by the complainant in consequence of the act, or failure to act, to which the complaint relates, and
 - (b) loss of any benefit which he might reasonably be expected to have had but for that act or failure to act.
- (4) In ascertaining the loss the Tribunal shall apply the same rule concerning the duty of a person to mitigate his loss as applies to damages recoverable under the common law of the Island.

- (5) Where the Tribunal finds that the act, or failure to act, to which the complaint relates was to any extent caused or contributed to by action of the complainant, it shall reduce the amount of the compensation by such proportion as it considers just and equitable having regard to that finding.

20 Restrictions on contracting out of Part III

- (1) Any provision in an agreement (whether a contract of employment or not) shall be void in so far as it purports —
- (a) to exclude or limit the operation of any provision of this Part, or
 - (b) to preclude any person from presenting a complaint to the Tribunal by virtue of any provision of this Part.²⁶
- (2) Subsection (1) does not apply in the case of an agreement which is concluded with the assistance of an industrial relations officer.²⁷

21 [Repealed]²⁸

22 Application of provisions of other Acts relating to employment

In, —

- (a) section 168 of the 2006 Act (death of employee or employer); and
- (b) section 111(3) of the *Equality Act 2010* (remedy for breach of provisions of the relevant enactments),

references to —

- (i) Part V (detriment) of the 2006 Act or a provision of that Part shall include a reference to section 12 of this Act; and
- (ii) Part X (unfair dismissal) or a provision of that Part shall include a reference to sections 10 and 11 of this Act.²⁹

PART IV – SHOP WORKERS’ HOURS

23 Shop workers’ hours

- (1) A contract of employment of a shop worker shall not include any term or condition that creates an obligation for a shop worker to work —
- (a) for more than 5 hours without an interval of at least 30 minutes;
 - (b) for a total number of hours, exclusive of intervals allowed for meals and rest, in excess of —
 - (i) 10 hours in any 24 hours; or
 - (ii) 44 hours in any week.

- (2) An employer of a shop worker shall be guilty of an offence and liable on summary conviction to a fine of £2,500 if the contract of employment of that shop worker includes a term or condition that contravenes subsection (1).
- (3) If the written statement given to a shop worker in accordance with section 8 of the 2006 Act (written particulars of terms of employment) contains particulars of a term or condition of employment that contravenes subsection (1), then those particulars shall be conclusive evidence of such contravention.³⁰
- (4) The particulars of the terms and conditions relating to hours of work contained in a written statement given to a shop worker in accordance with section 8 of the 2006 Act shall contain a statement that the contract of employment of the shop worker does not oblige him to work for any spell or period in excess of those referred to in subsection (1) of this section.³¹
- (5) This section shall not apply to contracts of employment entered into before 19 November 1985.

PART V – SUPPLEMENTARY AND GENERAL

24 Offences by bodies corporate

- (1) Where an offence under this Act committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to neglect on the part of, a director, manager, secretary or other similar officer of the body corporate or a person who was purporting to act in such a capacity, he, as well as the body corporate, is guilty of the offence and liable to be proceeded against and punished accordingly.
- (2) Where the affairs of a body corporate are managed by its members, subsection (1) applies in relation to the acts and defaults of a member in connection with his functions of management as if he were a director of the body corporate.
- (3) For the purposes of subsection (1), “body corporate” includes a limited liability company constituted under the *Limited Liability Companies Act 1996* and, in relation to such a company, any reference to a director, or other officer of a body corporate is a reference to a member and to the company’s manager and registered agent.

25 [Repealed]³²

- (1) [Amends section 76(1) of the *Employment Act 1991* by adding paragraph (c).]

- (2) [Inserts section 87A in the *Employment Act 1991*.]

26 Repeals

- (1) [Repealed the Shops Act 1985]
(2) [Repealed]³³

27 Short title and commencement

- (1) This Act may be cited as the Shops Act 2000.
(2) This Act shall come into operation on such day as the Department of Trade and Industry may by order appoint, and different days may be so appointed for different provisions and for different purposes.³⁴

ENDNOTES

Table of Legislation History

Legislation	Year and No	Commencement

Table of Renumbered Provisions

Original	Current

Table of Endnote References

¹ Definition of ‘the 2006 Act’ substituted for definition of ‘the 1991 Act’ by Employment Act 2006 Sch 8.

² Definition of ‘dismissal’ substituted by Employment Act 2006 Sch 8.

³ Para (a) amended by Medicines Act 2003 Sch 3.

⁴ Subs (2) amended by Employment Act 2006 Sch 8.

⁵ Subs (2A) inserted by Equality Act 2017 Sch 22.

⁶ Subss (3) and (4) repealed by Employment Act 2006 Sch 9.

⁷ Para (d) repealed by Employment Act 2006 Sch 9.

⁸ Subs (5) repealed by Employment Act 2006 Sch 9.

⁹ Para (a) amended by Employment Act 2006 Sch 8.

¹⁰ Subs (7) amended by Employment Act 2006 Sch 8.

¹¹ Subs (5) amended by SD155/10 Sch 2 and by SD2017/0325.

¹² Subs (3) repealed by Employment Act 2006 Sch 9.

¹³ Subs (1) amended by Employment Act 2006 Sch 8.

¹⁴ Subs (3) amended by Employment Act 2006 Sch 8.

¹⁵ Subs (1) amended by Employment Act 2006 Sch 8.

¹⁶ Subs (3) amended by Employment Act 2006 Sch 8.

¹⁷ S 11 amended by Employment Act 2006 Sch 8.

¹⁸ Subs (4) amended by Equality Act 2017 Sch 22.

¹⁹ Subs (5) amended by SD155/10 Sch 2 and by SD2017/0325.

²⁰ Subs (4) repealed by Employment Act 2006 Sch 9.

²¹ Subs (4) repealed by Employment Act 2006 Sch 9.

²² S 18 heading amended by Equality Act 2017 Sch 22.

- ²³ Subs (2) amended by Equality Act 2017 Sch 22.
- ²⁴ Subs (2A) inserted by Equality Act 2017 Sch 22.
- ²⁵ Subs (2B) inserted by Equality Act 2017 Sch 22.
- ²⁶ Text renumbered by Equality Act 2017 Sch 22.
- ²⁷ Subs (2) inserted by Equality Act 2017 Sch 22.
- ²⁸ S 21 repealed by Employment Act 2006 Sch 9.
- ²⁹ S 22 substituted by Employment Act 2006 Sch 8.
- ³⁰ Subs (3) amended by Employment Act 2006 Sch 8.
- ³¹ Subs (4) amended by Employment Act 2006 Sch 8.
- ³² S 25 repealed by Employment Act 2006 Sch 9.
- ³³ Subs (2) repealed by Employment Act 2006 Sch 9.
- ³⁴ ADO (s 5(5), (6)) 26/6/2000; (remainder of Act) 1/8/2000 (SD328/00).