

A general introduction to Employment Law in Guernsey (Lexology)

Briefing Summary: We have authored the Guernsey chapter for the Lexology general introduction to employment law guide. The chapter provides an overview of Guernsey's employment law framework, looking at Guernsey's regulatory framework, key employment statutes, recent developments, significant cases, wages, data protection and anticipated future reforms expanding discrimination protections.

Service Area: Employment, Pensions and Incentives, Employment Law, Workplace Investigations

Location: Guernsey

Content Authors: Elaine Gray, Carly Parrott, Daniellê Naseem

Created Date: 15 December 2025

An original version of this chapter was first published in Lexology, December 2025.

Introduction

Guernsey is the second largest of the Channel Islands and is a British Crown dependency. The Bailiwick of Guernsey also includes the islands of Alderney, Sark and Herm. Guernsey has its own financial, legal and judicial systems and government, as do Alderney and Sark. Although it is not part of the UK, the King is head of state, and the UK retains an oversight responsibility for the Channel Islands.

The duties of Guernsey employers and rights of employees are statutory, contractual or derive from customary/common law.

In comparison to other jurisdictions (such as the UK), Guernsey has traditionally been relatively "light touch" when it comes to employment regulation, not least because Guernsey has never been a member of the European Union. However, the volume of legislation is gradually increasing.

Guernsey has a dedicated tribunal which hears employment and discrimination claims, the Guernsey Employment and Discrimination Tribunal (the "**Tribunal**"). The main claims which it has jurisdiction to hear are claims made by employees for unfair dismissal (including constructive unfair dismissal), discrimination, failure to provide written terms of employment, written reasons for dismissal and breach of Guernsey's minimum wage regime.

Key Contacts



Elaine Gray
PARTNER, GUERNSEY
+44 (0)1481 732035

[EMAIL ELAINE](#)



Carly Parrott
COUNSEL - HEAD OF
EMPLOYMENT,
GUERNSEY
+44 1481 741505

[EMAIL CARLY](#)



Daniellê Naseem
ASSOCIATE, GUERNSEY
+44 (0)1481 732095

[EMAIL DANIELLÊ](#)

OFFSHORE LAW SPECIALISTS

BERMUDA BRITISH VIRGIN ISLANDS CAYMAN ISLANDS GUERNSEY JERSEY

CAPE TOWN HONG KONG SAR LONDON SINGAPORE

[careyolsen.com](https://www.careyolsen.com)

The Tribunal does not have jurisdiction in respect of contractual matters arising under an employment contract. Those matters are reserved to the Petty Debt's Court (for claims under £10,000) or the Royal Court of Guernsey (for claims over £10,000).

Guernsey's contract law is similar but not identical to English contract law. However, when it comes to employment contracts, the Guernsey courts and the Tribunal will generally (although not always and not exclusively) have regard to English law and principles, particularly where the legislative provisions concerned are similar and when it comes to implied contractual duties.

In practice, therefore, employment law in Guernsey is heavily influenced by English case law. English employment cases will often be cited before the Tribunal or the Guernsey courts; but although English law is influential, there are also key differences.

The main employment law statutes in Guernsey are as follows:

- The Conditions of Employment (Guernsey) Law, 1985 – which places a statutory obligation on the employer to provide an employee with a written statement of employment containing the terms and conditions of their employment.
- The Employment Protection (Guernsey) Law, 1998 – which gives employees with over one year's service a statutory right not to be unfairly dismissed and the right to be provided with written reasons for dismissal.
- The Sex Discrimination (Employment) (Guernsey) Ordinance, 2005 – statutory provisions making it unlawful to discriminate against an employee on the grounds of sex, marital status, gender reassignment and pregnancy.
- The Maternity Leave and Adoption Leave (Guernsey) Ordinance, 2016 – gives employees the statutory right not to be discriminated against due to maternity and adoption leave.
- The Prevention of Discrimination (Guernsey) Ordinance 2022 (the "Discrimination Ordinance") – statutory provisions outlawing discrimination based on disability, race, carer status, sexual orientation and religion or belief.
- The Minimum Wage (Guernsey) Law, 2009 – gives employees the statutory right to be paid a minimum wage.
- The Secondary Pensions (Guernsey & Alderney) Law, 2022 (the "Secondary Pensions Law") – statutory provisions ensuring that all qualifying employees (unless they opt out) are enrolled in a secondary pensions scheme (or approved alternative arrangement).

This is a non-exhaustive list. There are a number of other statutes (particularly in relation to the financial services sector and other regulated industries) which may have an impact on the employment relationship.

Year in review

There have been two main topics of focus this year. The first has been the bedding in of the Discrimination Ordinance which was introduced on 1 October 2023, and prohibited discrimination based on the protected ground of disability, race, carer status, sexual orientation and religion or belief within the workplace since 1 October 2023. In September 2025, the Tribunal issued its first decision under the Discrimination Ordinance, providing early-guidance on time-limit extensions.

The second has been the phased introduction of the secondary pension regime under the Secondary Pensions Law which has made it mandatory for Guernsey employers to enrol all qualifying employees (unless they opt out) in a secondary pension scheme (or approved alternative arrangement) from 1 July 2024. This initially applied to larger employers (with 26+ employees), to slightly smaller employers (with between 11 and 25 employees) from 1 October 2024, to employers with six-10 employees from 1 January 2025, those with two-five employees from 1 July 2025 and finally to those employers with only one employee from 1 October 2025. The minimum contributions that an employer and employee must make are due to gradually increase during the 12-year period from 2024 – 2032, to a maximum contribution by the employer of 6.5% and the employee of 3.5% by 2023.

Significant cases

As at 30 September 2025, there have only been a handful of cases determined by the Tribunal over the last year. The following is a summary of a selection of those cases.

Kudzanai Simau v R W Randall Ltd

The applicant filed a discrimination complaint, alleging sexual harassment and victimisation, while the respondent sought to have the claim struck out as vexatious. Relying on English case law, the Tribunal noted that a vexatious proceeding lacks legal basis and constitutes an abuse of process, but it also observed that striking out a discrimination claim is a severe measure only appropriate in the clearest cases, especially where factual disputes exist that require oral evidence. Taking the applicant's case at its highest and considering he is a litigant in person with disputed accounts of his treatment, the Tribunal concluded the complaint was not vexatious and will proceed to a full hearing.

Dodd v Jack Thome t/a Charlie's Family Butchers

This was the Tribunal's first decision under the Discrimination Ordinance and clarified the approach to time limits for discrimination complaints. The applicant, after lodging a constructive unfair dismissal complaint within the statutory period, sought to add a disability discrimination claim outside the three-month limit, citing a lack of awareness of his rights. The Tribunal found that the applicant had received clear guidance about the Ordinance and time limits, and his delay was not justified. It concluded that it was reasonably practicable for the applicant to have brought the claim on time, so an extension was refused.

De Sousa v Guernsey Cheshire Home LBG

A preliminary hearing considered whether the Applicant had one year's continuous service to bring an unfair dismissal claim. There were two periods of work, her full-time employment and weekly shifts as a 'bank worker'. The Tribunal found that the period of bank work did not count towards the qualifying period and, as she had worked full time for less than a year, it determined that it had no jurisdiction to hear her claim.

Marquis v Ivy Development Limited

The Applicant had had emergency surgery and was on medical leave for six weeks, during which she and the Respondent exchanged messages about her recovery and return to work. The day after confirming her return date, the Applicant was made redundant. The Tribunal accepted that the principal ground for her dismissal was redundancy, as no new driver was hired during her absence. However, because the Respondent did not follow a fair redundancy process—such as consultation or offering alternative work—the Tribunal found her dismissal to be unfair.

Basics of entering an employment relationship

Employers are under a statutory duty to provide all employees, regardless of the number of hours to be worked, with a written statement of the terms and conditions of their employment within four weeks of commencing employment. The key terms which must be provided, even where there is no entitlement, include:

- the names of the employer and the employee;
- the date the employment began;
- the rate of pay, or the method of calculating pay (including overtime rates, shift pay and other pecuniary benefits and the intervals at which they will be paid;
- terms and conditions relating to:
 - o hours of work;
 - o holidays, public holidays and holiday pay;
 - o absence due to sickness or injury, and any sick pay;
 - o pension provision;
 - o length of notice to be given and received when terminating employment;
 - o job title; and
 - o maternity leave, maternity pay and employee's right to return to work.

While Guernsey employers are required to provide employees with information about these terms and conditions, it is worth noting that, other than the new statutory pension regime, there is little or no statutory regulation about what those entitlements should consist of. As a result, employers in Guernsey have considerable flexibility over the benefits they provide.

There is no legal requirement for either party to execute a written statement of employment within a certain amount of time, or at all, but it would be best practice to do so.

Parties can normally only amend an employee's terms of employment if they both agree, and any change must be recorded in writing within four weeks of it taking effect. A change can, in some cases, be made unilaterally if the employee's contract contains a flexibility clause, or by terminating an existing contract of employment and offering employment under the changed terms.

Fixed term contracts are permissible in Guernsey, and employers may include wording prohibiting an employee from claiming unfair dismissal if a fair procedure has been followed and the reason for the dismissal was the expiry of a fixed term contract.

Probationary periods

Probationary periods are allowed in Guernsey. They are frequently used in practice, typically lasting between three months and 12 months depending on the level of seniority of the employee. Either party must give the other the statutory minimum period of notice when terminating the employment agreement. The minimum period is determined by the length of the employee's continuous service. A minimum of one week's notice must be given by either party where an employer has been continuously employed for a period of one month or more but less than two years.

Employers are, however, free to provide for a longer contractual period of notice, in which case, the contractual period will prevail.

Minimum statutory notice periods do not apply to contracts for a fixed term of three months or less, or to a contract for the performance of a specific task which is not expected to last for more than three months, unless in either case the employee has been continuously employed for more than three months.

Establishing a presence

Non-Guernsey registered entities can employ or engage contractors in Guernsey. Non-Guernsey registered entities can also hire employees through an agency or other third party. Guernsey employment law will apply where the individual "ordinarily works" in Guernsey and/or the work is carried out in Guernsey, regardless of where the employer is located or the choice of governing law of the relationship.

All non-Guernsey entities with Guernsey employees (or consultants) will be required to register with the Guernsey Revenue Service, so that they can make the appropriate statutory deductions to the employee's wages. Employers of Guernsey employees are required to deduct income tax, make social security contributions and pension deductions (unless the employee opts out). Employee income tax and social security contributions are usually deducted at source by the employer, similar to the PAYE system in the UK.

A permanent establishment is defined in the law as including a branch, a factory, shop, workshop, quarry or building site, or a place of management. Depending on the types of activities undertaken by employees in Guernsey of a non-Guernsey entity, an employer may be regarded as having a permanent establishment in Guernsey, being part of the jurisdiction of Guernsey for tax purposes.

All Guernsey-registered companies are regarded as tax resident on the island for the purposes of establishing a permanent establishment unless they have been granted exempt company status. An exception will generally be granted where the employer can demonstrate that it is tax resident in another jurisdiction under its domestic law, that it is centrally managed and controlled in that jurisdiction, and there is neither a double taxation treaty in place or the highest rate of company tax exceeds 10%.

Restrictive covenants

Yes, the law does permit non-compete clauses in employment contracts, however it is very fact specific. Indeed, the starting point for any restrictive covenant in Guernsey is that they are void on the grounds of public policy unless they can be said to be:

- Reasonable in the interests of the parties;
- Reasonable in the interests of the public;
- Necessary to protect a legitimate business interest such as trade secrets or business connections; and
- Go no further than is reasonably necessary between the parties to protect that interest.

That said, non-compete clauses are often included in employment contracts preventing employees from working for competitors or other businesses both during employment and of a period of time after its termination. In addition, typical wording may require the employee to, during employment "*devote the whole of their time, attention and abilities to the employer and not work for anyone else without our prior written approval!*"

Factors that are relevant to whether or not a post-employment restrictive covenant will be enforceable in a particular circumstance will include the individual's role, their seniority, their status. Their access to clients and/or business ideas and their influence over the business and employees generally. Generally, the more senior the individual (and the greater their access to confidential information and client connections), the more likely it will be that an onerous temporal restriction will be enforced. Where the geographical scope of the covenant is wide, the Guernsey courts are likely to take more convincing that the covenant goes no further than is reasonably necessary between the parties to protect the employer's legitimate business interest.

Other post-termination restrictive covenants are also permissible and must be expressly set out in the employment contract. Such covenants can include non-solicitation of clients and employees, non-dealing with clients and intermediaries, and the non-poaching and non-employment of key employees.

Wages

Working time

There are no minimum or maximum working hour regulations, although weekly shop workers cannot be forced to work on a Sunday. There are otherwise no other statutory provisions in Guernsey regarding working time, holidays, rest breaks, or night work. In practice, however, Guernsey tends to follow UK best practice on health and safety matters, not least because employers in Guernsey are under a statutory duty to ensure the health and safety of their employees at work and to provide them with a safe working environment.

Overtime

There are no statutory requirements in relation to overtime in Guernsey. Any entitlement to overtime and the rate of any compensation will be purely contractual and must be included in the written statement of employment.

Foreign workers

From an employer records perspective, there are no special provisions in Guernsey regarding foreign workers per se. For example, there is no requirement for Guernsey employers to keep a register of foreign workers, however, employers in Guernsey must by law hold information (e.g. employee name, reference numbers and expiry dates) in relation to their employee's visa and employment permits. There is no limit on the number of foreign workers a Guernsey employer may have. Foreign workers in Guernsey are afforded the same legal protections and rights as any other employee. Generally, foreign workers will be subject to Guernsey taxes where their work is carried out in Guernsey.

Similarly to all local workers, foreign workers will be required to obtain a permit or certificate from Guernsey Population Management, which evidences that a person is lawfully working and housed on the island. From an employment permit perspective, this can vary from nine months to eight years. If the certificate or permit is linked to their employment, this must be applied for by the employer. A separate immigration work permit is also required for those who require immigration permissions to enter Guernsey for employment purposes. Depending on the type of role an employee is performing, from a visa perspective, there may be time restraints on how long they are able to remain and work in Guernsey. Where an employer knowingly employs someone who does not have the correct permit or permissions, they may face prosecution under The Population Management (Guernsey) Law, 2016.

Parental leave

The statutory maternity and adoption leave provisions are very similar in Guernsey.

Pregnant employees are statutory entitled to attend ante-natal appointments during working hours and, regardless of their length of service or hours of work, pregnant employees and any employee who adopts a child under the age of 18 are statutory entitled to 12 weeks 'basic' maternity/adoption leave; the two weeks immediately following the birth/adoption placement being considered compulsory and forms part of that 'basic' leave.

An employee who has been continuously employed for a period of not less than 15 months at the beginning of the 11th week before her due date/the placement date, will qualify for an enhanced period of maternity/adoption leave, which runs for 26 weeks in total, starting with the date basic maternity/adoption leave commenced.

There is no statutory entitlement to any pay during any period of maternity or adoption leave. Any pay would be purely contractual and must be recorded in the written statement of employment. Parental benefits can, however, be claimed from the States of Guernsey. These include a one-off maternity grant to the mother, a weekly maternal health allowance, which can be claimed from 12 weeks before the due date if the mother is not working, and for two weeks after the birth during the compulsory leave period. This allowance then transfers to become a newborn care allowance, which is transferrable between parties and can be claimed by whichever parent takes time off work to care for the child. The maximum combined duration of the allowances is 26 weeks. In cases of adoption, a one-off adoption grant can be claimed by either adoptive parent, and a weekly parental allowance for a period of 26 weeks can be claimed by whichever parent has taken time off work to care for the child. This allowance can be transferred between parents.

An employee is entitled to return from maternity/adoption leave to the role they had before their absence or, if not reasonably practicable, to a suitable alternative job on equivalent terms and conditions. If a redundancy situation should arise whilst an employee is on maternity/adoption leave, they will be entitled to be offered any suitable roles ahead of others.

A partner (the birth mother's/adoptive parent's spouse, cohabiting partner, or another person they nominate in writing) is entitled to two weeks unpaid maternity/adoption support leave. However, to qualify, the birth mother/adoptive parent must be entitled to basic maternity/adoption leave, and the partner must have been continuously employed for a period of not less than 15 months at the beginning of the 11th week before the expected due/placement date. In the case of maternity leave, this period of support leave can start on the day of the birth or when the mother/baby are discharged from hospital. Adoption support leave will start on the day of the adoption placement. There is no entitlement to be paid during maternity/adoption support leave.

The above sets out the legal minimums in this area. Most professional service employers provide some form of paid maternity and/or parental leave in line with market practice (and, for those with a presence in other jurisdictions, to harmonise their benefits where possible).

An employee can request to work for their employer for up to 10 days (which can be continuous or kept separate) during any period of maternity or adoption leave (with the exception of the compulsory two-week period) without affecting their remaining period of leave. An employee is entitled to receive their pre-leave contractual pay and benefits for any KIT days worked.

Employees have the right not to be dismissed or suffer any detriment on the grounds of pregnancy or adoption, in connection with maternity or adoption leave, maternity or adoption support leave or time off for ante-natal appointments. Any dismissal in these circumstances would be automatically unfair.

Translation

There is no legal requirement in Guernsey for employment documents to be translated into any particular language, however it is common for all documents to be in English.

Employee representation

There is no statutory regime for trade union recognition in Guernsey, and no statutory protection for employees who want to strike. There are, however, statutory protections relating to any dismissal on the basis of trade union membership or activities.

There is also a statutory procedure in place to resolve industrial disputes between employers and employees. The dispute is referred to a statutory officer, the Industrial Disputes Officer (the "**IDO**") who primarily provides a service of conciliation and/or mediation. If the IDO is unable to assist in resolving the matter, if the parties agree, the dispute is referred to arbitration, or if no agreement, to a statutory panel known as the Industrial Disputes Tribunal. That decision is then binding on the parties.

Data protection

Requirements for registration

In Guernsey, data protection is governed by the Data Protection (Bailiwick of Guernsey) Law, 2017 (the "**DPL**") to coincide with the enforcement of the EU's General Data Protection Regulation (EU) 2016/679. Guernsey has been granted "adequacy" status by the European Commission. This allows EU organisations to transfer personal data to and from Guernsey easily. Guernsey has an independent supervisory authority, called the Office of the Data Protection Authority (the "**ODPA**") for the purposes of the DPL. The Guernsey legal position on data protection is largely similar to the UK.

The aim of the data protection legal framework in Guernsey is to ensure that people are treated fairly and lawfully, and to protect them from harms that can arise from the misuse of their personal data. The DPL applies regardless of where the data processing takes place.

The DPL will apply where a data controller or data processor processes personal data. A data controller is a person or company that is responsible for determining why and how personal data is processed. A data processor is a person or company that processes personal data on behalf of the controller. "Processing" has a broad meaning under the DPL and is intended to cover any operation of data, including collecting, recording and storing personal data, whether or not by automated means. Personal data is any information relating to an identified or identifiable individual. This may include opinions expressed about a person.

Similarly to the UK, the processing of personal data must comply with the seven data protection principles set out in the DPL. These principles are:

- Processing of personal data must be carried out in a lawful, fair and transparent manner.
- Purpose limitation: personal data can only be used for specific and explicit purposes. Once the personal data has been collected, it can only be processed in accordance with that specific purpose.
- Minimisation: you must only ask for the minimum amount possible of personal data from a data subject.
- Accuracy: personal data held must be accurate, and kept up to date.
- Storage limitation: Personal data cannot be kept for longer than is necessary for the processing purposes.
- Integrity and confidentiality: Personal data must be kept safe and secure, so that it is not exposed to unauthorised personnel.
- Accountability: controllers and processors must be able to evidence accountability, by taking responsibility for what they do with personal data. This includes demonstrating compliance with the data protection principles.

To meet the transparency requirements under the DPL, organisations must clearly inform data subjects (such as employees) about how their data is collected, used, and shared. This is usually fulfilled through an employee privacy notice, or under the employment contract.

An important aspect of the DPL for employers is that processing of personal data will only be lawful if there is a lawful basis for it. The DPL sets out the prescribed lawful bases for processing. The most commonly used in the employment context are that:

- The data subject consents to the processing;
- The processing is necessary for the performance of a contract;
- The processing is necessary for the controller to exercise a legal right or power; or
- The processing is necessary in order to protect the vital interests of the data subject.

As above, the employee's consent is a prescribed lawful base for processing. However, relying on employee consent is generally not advisable as it can easily be withdrawn. Additionally, the imbalance of power between employers and employees, may suggest that consent cannot be freely given by employees.

Data controllers and processors established in the Bailiwick of Guernsey are generally required to register with the ODPa, and to maintain that registration on an annual basis. The fee payable is determined by the size of the employer globally.

Cross-border data transfers

Transfers of personal data from Guernsey to a third country or to an international entity may only take place if the controller and processor comply with the appropriate conditions relating to the adequacy of protection of personal data. These conditions will typically take the form of appropriate safeguards. Most commonly in the employment context, these take the form of standard contractual clauses. Employers are not generally required to register international data transfers with the ODPa, but employees and other relevant data subjects whose personal data is being transferred internationally must be informed of international data transfers, which is usually captured as part of the privacy policy.

Sensitive data

In addition to the principles noted above, there are specific conditions that apply in relation to the processing of personal data that is classed as special category personal data. Special category data includes information about a person's:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic and biometric data;
- health;
- sex life or sexual orientation; and
- criminal behaviour (which includes allegations as well as convictions).

To lawfully process special category data, controllers must be able to demonstrate additional conditions for doing so. The most common basis that is relied on is 'explicit' consent (the rules on 'explicit' consent go beyond what is required for 'normal' consent). Other common conditions to process special category data include where it is necessary for compliance with a legal right or power imposed on a controller by an enactment, and processing that is necessary for the purposes or in connection with legal proceedings.

Background checks

Background checks (including criminal record checks) are permitted provided that they are conducted in compliance with the DPL and other applicable laws. For example, such checks should generally be left until as late as practicable in the recruitment process, and employers should only request information about a candidate's criminal convictions if and to the extent that the information can be justified in terms of the role offered.

Official criminal records checks are administered by the Guernsey Vetting Bureau, which is the umbrella body which facilitates access to the Disclosure and Barring Service in the UK. There are specific obligations and restrictions under the DPL in relation to the processing of information relating to criminal checks and information.

Electronic signatures

Electronic signatures are a valid and enforceable means of executing an employment contracts and offer letters in Guernsey.

Discontinuing employment

Dismissal

Employees may be dismissed without "cause" where "cause" means circumstances justifying summary dismissal. However, all dismissals should be carried out in accordance with the employee's contractual rights as well as applicable statutory requirements.

The statutory provisions require that any dismissal of an employee with more than one year's continuous service must be substantively and procedurally fair. There are five substantively 'fair' reasons for dismissal which include conduct, capability, redundancy, breach of a legal duty or 'some other substantial reason'.

In assessing whether a dismissal is fair, the Tribunal will consider the circumstances of the case, including the size and administrative resources of the employer, and whether the employer acted reasonably in treating the reason as sufficient to justify dismissing the employee.

There are certain groups of protected employees in certain circumstances. Any dismissal of an employee on the grounds of pregnancy, maternity, adoption, health and safety, trade union membership, refusal to work on a Sunday, asserting a statutory right or for any discriminatory reason will automatically be unfair, regardless of the procedure followed or the employee's length of service.

Employees who are found to have been unfairly dismissed are entitled to a compensatory award equal to six months' pay. What constitutes 'pay' has been interpreted by the Tribunal as all cash benefits received directly by the employee from the employer in the six-month period immediately preceding termination of their employment, which may include any pension contributions and, potentially, bonuses. There is otherwise no payment or compensation due to employees in the event of the termination of their employment.

The Tribunal has the power to reduce the amount of compensation awarded to an employee where it considers that it is fair and just to do so. It does not have the power to increase any compensatory award.

Additionally, unless an employee has committed an act of gross misconduct (i.e. has been dismissed for cause), notice of termination must be given prior to any dismissal. There are statutory minimum periods of notice which are dependent on the employee's length of service. A minimum of one week's notice must be given by either party where an employer has been continuously employed for a period of one month or more but less than two years. This increases to a minimum of two weeks after an employee has been continuously employed for two years or more but less than five years, and then to a minimum of four weeks after an employee has been continuously employed for more than five years. In practice, however, employers often provide for a longer contractual period of notice, in which case, the contractual period will prevail.

Pay in lieu of notice is permissible in Guernsey, but only if the employment contract specifically permits it. Depending on the wording in the contract, this may also include any contractual benefits.

Parties may enter into a mutually agreed separation or settlement agreement whereby the employee waives any rights to pursue claims against the employer, typically in return for a compensatory payment. To be enforceable, certain statutory conditions must be met; for example, an employee must have received independent legal advice as to the terms and effect of the agreement.

In the event of dismissal, there is no obligation to notify any government authority or works or trade union.

Redundancies

Although Guernsey law recognises that redundancy can be a fair reason for dismissal, there is no statutory redundancy regime nor any statutory entitlement to redundancy pay. There must, however, be a genuine redundancy situation and a fair procedure must be followed in effecting the redundancy.

The States of Guernsey Employment Relations Service have issued a Code of Practice on Handling Redundancy. Failure to observe this Code does not automatically make the dismissal unfair or render an employer liable to proceedings, however the Tribunal will take it into account when considering the overall fairness of the redundancy process.

Transfer of business

With a very limited exception solely relating to States of Guernsey employees, Guernsey does not have a 'TUPE' or business transfer law that protects employees affected by a merger, acquisition or outsourcing transaction. There is, however, limited statutory protection for preserving an employee's period of continuous service when a business transfers to a new employer.

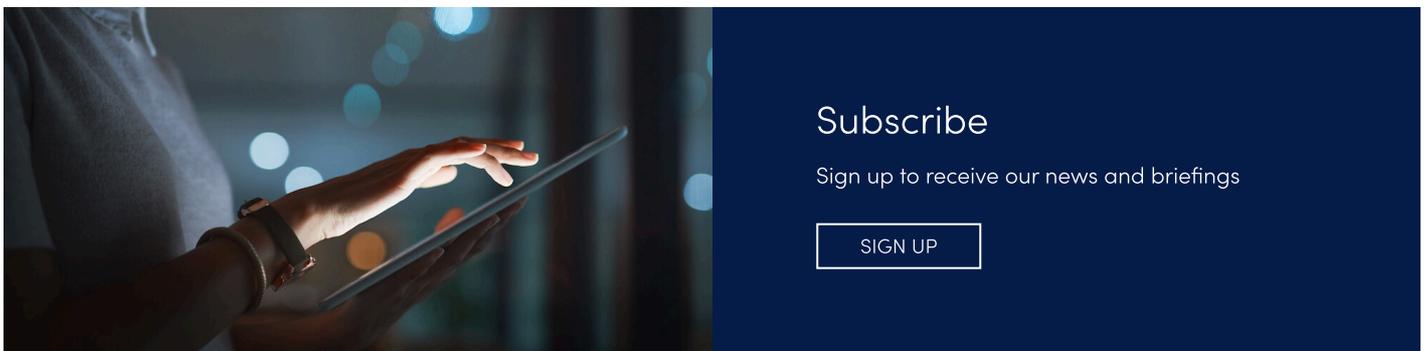
Outlook and conclusions

Discrimination Ordinance will continue to be phased in over the next two-four years, and early jurisprudence under the Ordinance will continue to develop.

Discrimination Ordinance was always intended to be developed over a three phased process. Phase two, anticipated to come into force in 2025/26, was forecasted to expand the Protected Grounds by including those provided for in the existing Sex Discrimination Ordinance and introducing age. Phase three is forecasted to introduce the right to equal pay for work of equal value in respect of sex and implement the obligation to make reasonable adjustments to physical premises. Assuming proposals are approved, the earliest the proposals for phase three can be expected to take effect is in Q3 of 2027. The statutory duty to make reasonable adjustments to physical features is also due to come into force on 1 October 2028 at the earliest.

There have been a number of developments in Jersey in respect of their parental leave law, their employment tribunal compensatory regime and whistleblowing. Guernsey may well follow suit in the foreseeable future, although as yet, there is nothing publicly known to be in the pipeline.

Please note that this briefing is intended to provide a very general overview of the matters to which it relates. It is not intended as legal advice and should not be relied on as such. © Carey Olsen (Guernsey) LLP 2026



Subscribe

Sign up to receive our news and briefings

[SIGN UP](#)