



Case Number 1301231/17

# EMPLOYMENT TRIBUNALS

**BETWEEN**

**Claimant**

Mr R Murgatroyd

**Respondents**

Dowding & Plumber Ltd  
(in Creditors' Voluntary Liquidation)

## **JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

Employment Tribunal Rules of Procedure 2013 -Rule 21

### **JUDGMENT**

**Upon the Respondent indicating in its Response of 9 May 2017 that it does not intend to contest these proceedings :-**

1. The tribunal declares that the complaint that the respondent failed to comply with a requirement of section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 is well founded, and makes a protective award in respect of the claimant who was dismissed as redundant on or after 20 January 2017 and orders the respondent to pay to him remuneration for the protected period of 90 days beginning on 20 January 2017.
2. The Respondent is ordered to pay costs to the claimant under Rule 75(1)(b) in the sum of £250 in respect of the issue fee paid by the claimant in these proceedings.

Dated 20 June 2017  
Employment Judge Monk

**NOTE:** the following statement is given under Regulation 5 (2) (b) of the Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996 ("the Regulations") and advises the respondent of its duties under regulation 6, and of the effect of Regulations 7 and 8, of the Regulations.

(1) The respondent is required to give to the Benefits Agency in writing:

(a) the name, address and National Insurance number of every employee to whom the above protective award relates; and

(b) the date of termination (or proposed termination) of the employment of each such employee.

(2) The respondent is required to comply with paragraph (1) above within the period of 10 days commencing on the date on which the judgment was announced at the hearing, or, if it was not so announced, the date on which the judgment was sent to the parties.

(3) No remuneration due to an employee under the protective award shall be paid to him until the Benefits Agency has (a) served on the respondent a notice ("a recoupment notice") to pay the whole or part of the award to the Benefits Agency or (b) informed the respondent in writing that no recoupment notice is to be served.

(4) The sum due to the Benefits Agency under a recoupment notice shall be the lesser of:

(i) the amount (less any tax or social security contributions which fall to be deducted by the respondent) accrued due to the employee in respect of so much of the protected period as falls before the date on which the Benefits Agency receives from the respondent the information mentioned at paragraph (1) above; and

(ii) the amount paid by way of, or as on account of, jobseeker's allowance or income support to the employee for any period which coincides with any part of the protected period falling before the date mentioned at (i) above.

(5) The sum due under the recoupment notice shall be paid forthwith to the Benefits Agency. The balance of the protective award shall then (subject to deduction of any tax or social security contributions) be paid to the employee.

(6) The Benefits Agency shall serve a recoupment notice within the period of 21 days after the date mentioned at paragraph 4 (ii) above, or as soon as practicable thereafter.

(7) Payment by the respondent to the employee of the balance of the protective award (subject to deduction of any tax or social security contributions) is a complete discharge of respondent in respect of any sum so paid.

(8) The sum claimed in a recoupment notice is due as a debt by the respondent to the Benefits Agency, whatever may have been paid to the employee and whether or not there is any dispute between the employee and the Benefits Agency as to the amount specified in the recoupment notice.

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