



# EMPLOYMENT TRIBUNALS

## Claimant

(1) Mrs Rosemary Padgett  
(2) Mr Graham Hunt

v

## Respondent

Steve's Taxi and Private Hire a  
Division of 4x Limited

**Heard at:** Cambridge

**On:** 29 March 2019

**Before:** Employment Judge Ord

## Appearances

**For the Claimant:** In person

**For the First Respondent:** Mr R Fitzpatrick, Counsel

**For the Second Respondent:** Ms S Khan, Solicitor

## JUDGMENT

1. The first claimant, Mrs Rosemary Padgett, has Judgment in the following sums:
  - 1.1 A statutory redundancy payment in the sum of **£2,048.55**;
  - 1.2 Damages for breach of contract in the sum of **£1,107.60**;
  - 1.3 Payment for outstanding accrued and untaken holiday pay in the sum of **£936.48**;
  - 1.4 Two week's pay for a failure to provide Terms and Conditions of Employment in the sum of **£199.10**.

## REASONS

1. By a claim form presented to the Tribunal on 6 May 2018, the claimant (who had engaged in early conciliation between 28 August 2018 and 28 September 2018), brought claims for a redundancy payment, notice pay, holiday pay and for a failure to provide Terms and Conditions of Employment following her dismissal from the respondent's employment on 19 June 2018.

2. The claimant had been employed as Telephonist / Controller by Anglian Taxis. That business was acquired by the respondent and shortly thereafter the claimant was dismissed on the stated ground of redundancy.
3. The respondent has not sought to resist the claimant's complaint and no form of response has been submitted.
4. The claimant says she has received no written statement of Terms and Conditions of Employment, and that is not disputed by the respondent. In light of the fact that the respondent had only recently acquired the business of Anglian Taxis, I considered it appropriate to award the lower (two week's pay) sum for this failure.
5. The claimant says she started work for Anglian in 2003 but could not say whether this was earlier or later in the year than 19 June. The respondent had no evidence to gainsay the claimant's, whilst I was satisfied the claimant had been employed since 2003, I was not satisfied that her employment began before 19 June. Accordingly, the claimant had been employed for 14 full years. The claimant was born on 24 December 1945. She was therefore, over the age of 41 throughout her period of employment.
6. The claimant worked 13 hours per week, Saturdays and Sundays. She took no holiday at any time. She received no payment for holiday at any time. She was paid cash in hand. She has received neither a P60 nor a P45.
7. The respondent says the claimant's weekly pay was £97.55. The claimant was willing to accept that this was the rate of pay for the purposes of these calculations.
8. The respondent did not dispute the claimant's claim for holiday pay, subject only to the limit on such claims for two complete years.
9. Accordingly, the claimant was awarded the following sums:
  - 9.1 For a failure to provide Terms and Conditions of Employment (at the lower figure of two week's pay), £199.10;
  - 9.2 A statutory redundancy payment based on 14 years' service at a weekly rate of £97.55 and an age multiply of 1.5 amounting in total to £2,048.55;
  - 9.3 Damages for breach of contract in the sum of £1,107.60 being 12 weeks' pay;
  - 9.4 For outstanding holiday pay (subject to two years maximum award), at 4.8 weeks per year,  $(£97.55 \times 4.8) \times 2 = £936.48$ .

9.5 The total Judgment sum in favour of the claimant is therefore **£4,291.73.**

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Employment Judge Ord

Date: 5 April 2019

Sent to the parties on: ....02.05.19.....

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For the Tribunal Office