



EMPLOYMENT TRIBUNALS

Claimant: Mr C L Taylor

Respondent: Pentrebach Glazing Limited (in voluntary liquidation)

Before: Regional Employment Judge B J Clarke

Date: 15 April 2019

JUDGMENT

Background

1. By an ET1 claim form presented on 1 November 2017, and following a period of Acas early conciliation which lasted only one day (18 October 2017), the claimant sought notice pay, holiday pay and a redundancy payment in respect of his employment, which had terminated on 13 June 2017 after five years' service, at the age of 59. He later confirmed that he was not seeking holiday pay.
2. The claimant originally contended that his employer was The Original Box Sash Window Company Limited ("Box Sash") but said that his place of work was Pentrebach Glazing Limited, which was formerly known as Pentrebach Joinery Limited ("Pentrebach").
3. By order of Employment Judge Beard, the ET1 claim form was re-served on the registered office of Box Sash on 23 April 2018.
4. In the absence of an ET3 response form from Box Sash, the claimant was asked to quantify his claim so that a Rule 21 (default) judgment could be issued in his favour (and he did so by a handwritten letter received by the tribunal on 19 June 2018) and Box Sash was informed that such a judgment might now be issued and that it could only participate in the proceedings to the extent permitted by an Employment Judge.
5. By order of Employment Judge Sharp, the claimant was asked to confirm the correct identity of his employer, given the possibility from the paperwork that it was Pentrebach rather than Box Sash that employed him.

6. By a handwritten letter received by the tribunal on 4 October 2018, the claimant confirmed that his employer was indeed Pentrebach (and this was verified by copies of pay slips, his contract of employment and his termination letter).
7. By order of Employment Judge Beard, the ET1 claim form was then re-served on the registered office of Pentrebach on 29 November 2018.
8. In the absence of an ET3 response form from Pentrebach, the tribunal wrote to Pentrebach on 29 January 2019 to inform it that a Rule 21 (default) judgment might now be issued and that it could only participate in the proceedings to the extent permitted by an Employment Judge.
9. On 4 February 2019, in response to this letter, Pentrebach's liquidators wrote to the tribunal to confirm that the company was in a creditors' voluntary liquidation and to say that this was the first time such a claim had been brought to their attention, adding "*no details were provided in the company's records or by the director in respect of the claimant being owed any money*".
10. There is now sufficient material before me to enable a proper determination to be made.

Judgment

11. I therefore uphold the following claims against Pentrebach Glazing Limited:
 - 11.1 The respondent dismissed the claimant by reason of redundancy. He is entitled to a statutory redundancy payment, calculated at five years x 1½ x his gross weekly pay of £497.08 capped at £489, which produces a figure of £3,667.50;
 - 11.2 In breach of contract, the respondent failed to give the claimant notice of the termination of his employment or make a payment in lieu thereof. The respondent is therefore ordered to pay the claimant damages in the sum of five weeks' net pay of £402.80, which produces a figure of £2,014.
12. The total sum that the respondent must pay the claimant is therefore £5,681.50.
13. I act in accordance with my powers under Rule 21 of the Employment Tribunal's Rules of Procedure 2013.

Note: National Insurance fund

14. This tribunal does not enforce its own judgments; that is the responsibility of the County Court.
15. If the respondent is unable to pay the sums owing, by virtue of its insolvency, the claimant is entitled to apply to the Secretary of State for the amounts to be paid out of the National Insurance fund.

Regional Employment Judge B J Clarke
Dated: 15 April 2019

RULE 21 JUDGMENT SENT TO THE PARTIES ON
18 April 2019

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FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS