



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr P Baker

**Respondent:** R1 Electronics Ltd

**Heard at:** Middlesbrough

**On:** 13 May 2019

**Before:** Employment Judge O'Dempsey

## Representation

Claimant: self

Respondent: no attendance or representation

# JUDGMENT

The tribunal having considered the non-attendance of the Respondent under rule 47 of the Tribunal Rules, and having decided to continue with the hearing in the absence of the Respondent, the Claimant's claims for redundancy payment and notice pay succeed.

The claimant is entitled to a redundancy payment of £6688.50, and to damages for breach of contract of £3527.04.

# REASONS

1. This case was listed for a full hearing today 13 May 2019. The respondent had returned form ET 3 on 11 April 2019. It explained that it had ceased trading and said that there is no money for a redundancy payment.
2. The respondent received notice on 14 March 2019 giving today's date as the hearing date. It did not indicate that it was proposing not to attend. In those circumstances when the respondent failed to attend this morning I caused enquiries to be made at the tribunal and also for the tribunal administrative staff to attempt to make contact with the first respondent. The first respondent had given a contact address in the Republic of Ireland. It was therefore not possible for the administrative staff to telephone that

number. Instead the tribunal staff sent an email requesting an immediate response to the email given on the form ET 3. The clerk also made a search in the building to see whether anyone had attended. In the circumstances these were all the practicable steps that could be taken to see whether the respondent was going to attend and to establish whether it had reasons for non-attendance.

3. There were no responses to the attempts to find the respondent. In those circumstances I decided under rule 47 of the Tribunal's rules of procedure to proceed with the hearing. I heard evidence from the claimant.
4. He was employed in electronics assembly from 15 March 2004 until 21 December 2018. He is aged 62.
5. His evidence was that he earned £1274 monthly (gross) and £1130 net monthly. He had received neither redundancy payment nor his notice pay. I am satisfied based on his evidence that he was made redundant without notice.
6. In his evidence he confirmed that box 8.2 of his form ET 1 was true to the best of his knowledge and belief. He also told me that he had checked the Companies House website last Friday and that the company was still listed as an active company. There is no evidence therefore that the company has gone into liquidation or other form of insolvency.
7. In those circumstances I considered that the claimant is entitled to a redundancy payment. He is also entitled to 12 weeks notice, by way of statutory minimum notice under the Employment Rights Act 1996.
8. I considered what the correct amount of weekly pay should be for the calculation of his redundancy payment. It appeared to me that the claimant had used his net pay figure to calculate the redundancy payment in his claim form. Based on his gross monthly pay I calculated that his weekly gross pay should be £318 .50.
9. The claimant is therefore entitled to a redundancy payment of £6688.50. This is based on his age and the number of years of continuous employment that he has.
10. He is also entitled to damages for breach of contract in that the respondent failed to pay him any notice payment. This is calculated on the basis of his net pay and I calculate that he is entitled to £3527.04 p.

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Employment Judge O'Dempsey

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Date 24 May 2019



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2500439/2019**

Name of case(s): **Mr P Baker** v **R1 Electronics Ltd.**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: **29 May 2019**

"the calculation day" is: **30 May 2019**

"the stipulated rate of interest" is: **8%**

MISS K FEATHERSTONE  
For the Employment Tribunal Office

## INTEREST ON TRIBUNAL AWARDS

### **GUIDANCE NOTE**

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at

[www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.