



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr R Ayres

**Respondents:** 1. Kitchen Craft (Northern) Limited  
2. Graham Griffiths

**HELD AT:** Liverpool **ON:** 17 May 2019

**BEFORE:** Employment Judge Buzzard

## REPRESENTATION:

**Claimant:** Mr Holson,  
**1<sup>st</sup> Respondent:** Unrepresented  
**2<sup>nd</sup> Respondent:** In person

# JUDGMENT

The judgment of the Tribunal is that:-

1. The claimant's claims against the second respondent, Mr Graham Griffiths were withdrawn at the outset of the hearing. Accordingly, the claimant's claims against the second respondent are all dismissed.
2. The first respondent dismissed the claimant in breach of contract in respect of notice. The first respondent is ordered to pay damages to the claimant in the sum of £7,318.32 calculated as twelve weeks gross pay at £609.86 per week.
3. The first respondent's reason for dismissal of the claimant was redundancy. The claimant is entitled to a redundancy payment. The first respondent is ordered to pay to the claimant a redundancy payment in the amount of £8,890.00, constituting seventeen and a half week's pay following application of the statutory cap on a week's pay.
4. The first respondent has failed to pay the claimant's accrued holiday entitlement which had not been taken as at the date of dismissal. The first respondent is ordered to pay the claimant the sum of £914.79, calculated as 7½ days' pay at a gross daily rate of £121.97 per day.

5. The first respondent breached the claimant's contract of employment by failing to reimburse expenses incurred in the course of the claimant's duties. The first respondent is ordered to pay the claimant the sum of £1,808.75 by way of compensation.

6. The first respondent breached the claimant's contract of employment by failing to pay his wages for work done in the period to the 18<sup>th</sup> August 2018. The first respondent is ordered to pay the claimant the sum of £1,827.24 by way of compensation.

7. The claimant's complaint that he was unfairly dismissed by the first respondent is well founded and succeeds. The claimant having been awarded a redundancy payment is not entitled to any basic award. The first respondent is ordered to pay the claimant compensation in the amount of £9,440.84, covering lost earnings up to 3<sup>rd</sup> March 2019. This is date by which it is found the claimant's income from his employment with the first respondent would have ceased in any event, as a consequence of the claimant being dismissed on notice when the first respondent ceased to trade on or around 23<sup>rd</sup> December 2018. This compensation is calculated as follows:

7.1. 18 weeks lost earnings at the weekly rate of £476.38 per week amounting to £8,574.84; plus

7.2. £500 compensation for loss of statutory rights; plus

7.3. £366 compensation for loss of employer pension contributions calculated at the rate of 2% per week from the date of termination up to the 3<sup>rd</sup> March 2019.

8. The first respondent is found to have failed to provide the claimant with any terms and conditions of employment during his twenty-two years of service. The claimant is awarded four weeks' pay because of that failure. Accordingly, the first respondent is ordered to pay to the claimant the sum of £2,032.

---

Employment Judge Buzzard

Date \_\_\_17 June 2019 \_\_\_\_\_

JUDGMENT SENT TO THE PARTIES ON

21 June 2019

FOR THE TRIBUNAL OFFICE



Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2418021/2018**

Name of case(s): **Mr R Ayres** v **Kitchen Kraft (Northern) Ltd  
Graham Griffiths**

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: 21 June 2019

"the calculation day" is: 22 June 2019

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

MISS H KRUSZYNA  
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.