



EMPLOYMENT TRIBUNALS

Claimant: Mr G Galloway

Respondent: Start Energy Ltd

Heard at: North Shields Hearing Centre

On: 26th September 2019

Before: Employment Judge Sweeney
A Tarn
M Ratcliffe

Appearances:

Claimant: No appearance
Respondent: No appearance

JUDGMENT

1. The complaint of automatically unfair dismissal pursuant to section 103A Employment Rights Act 1996 is dismissed.
2. The complaint of unauthorised deduction from wages pursuant to section 13 Employment Rights Act 1996 is dismissed.
3. The complaint of breach of contract (failure to pay notice pay) is dismissed.

REASONS

1. By a claim presented on 27th November 2018, the claimant brought complaints of automatic unfair dismissal, unauthorised deduction of wages and wrongful dismissal/breach of contract (failure to pay notice).
2. On 7th March 2019, a case management preliminary hearing was conducted by Employment Judge Johnson. The Claimant was represented at that hearing by Mr C Henshall, Solicitor, of Paul Doran Law. The Respondent was represented by Mr Robson, a director of the company.

3. Employment Judge Johnson listed the claim for hearing on 26th and 27th September 2019. Those dates were provided to the parties on the day and confirmed in the written order sent to the parties on 22nd March 2019. He also gave directions, namely:
 - 3.1 On or before 5th April 2019 the Claimant was to serve a schedule of loss;
 - 3.2 By no later than 5th April 2019 the Claimant was to send to the Respondent further information about his complaint under section 103A (as set out in the order);
 - 3.3 By 3rd May 2019, the Respondent had permission to reply to that further information;
 - 3.4 On or before 31st May 2019, the parties were to disclose documents relevant to the issues;
 - 3.5 On or before 14th June 2019, the Claimant was to notify the Respondent regarding the content of the bundle of documents;
 - 3.6 On or before 28th June 2019, the Claimant was to provide the Respondent with an indexed, page numbered bundle;
 - 3.7 On or before 19th July 2019, the parties were to exchange witness statements;
 - 3.8 By no later than 31st July 2019, the Respondent was to email all witness statements to the Tribunal;
4. On 26th April 2019, Paul Doran Law wrote to the Tribunal to say that they were no longer representing the Claimant and confirmed that, to their knowledge, the Claimant's contact information remains the same as stated in the form ET1.
5. Not a single direction was complied with.
6. A full tribunal convened on the morning of 26th September 2019 to hear the claims as listed. Neither the Claimant nor any representative of the Respondent appeared.
7. The Tribunal staff attempted to make contact with the Claimant, but were unable to do so on the telephone number provided. The Tribunal staff also attempted, unsuccessfully, to contact the Respondent.
8. The Tribunal was clearly unable to proceed to hear anything in the absence of both parties. It considered rule 47 of the Employment Tribunal's (Constitution and Rules of Procedure) Regulations 2013, which states as follows:

'If a party fails to attend or to be represented at the hearing, the Tribunal may dismiss the claim or proceed with the hearing in the absence of that party. Before doing so, it shall consider any information which is available to it, after any enquires that may be practicable, about the reasons for the party's absence.'
9. Having attempted unsuccessfully to contact the Claimant (and the Respondent) and having considered the Grounds of Complaint and Response and the total failure on the part of the Claimant to comply with any directions, the Tribunal unanimously agreed to dismiss the claims.

Employment Judge **Sweeney**

26 September 2019