



EMPLOYMENT TRIBUNALS

Claimant: Mr Cenzig Halil

Respondent: Westex Ltd (in administration)

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

- (1) The complaint seeking a declaration that the respondent failed to comply with section 188 of the Trade Union & Labour Relations (Consolidation) Act 1992 (TULRA) is well founded.
- (2) The respondent is also ordered to pay, pursuant to section 189(4) TULRA 1992, remuneration for the period of 90 days from 19 September 2019 to all employees who were made redundant on that date. For the avoidance of doubt, the Tribunal finds all employees were made redundant on this date.
- (3) The complaint of damages for breach of contract, pursuant to the Employment Tribunals Extension of Jurisdiction (England & Wales) Order 1994, in respect of the claimant's entitlement to 3 months' notice of termination of employment is well-founded.
- (4) The claimant is awarded damages of £5418.38 net.

REASONS

- (5) I dealt with this case on the basis of information provided to me by the claimant at a previous case management hearing that took place on 21 April 2020 and further information and documents subsequently provided to me by the claimant. Judgment was given under rule 21 of the Employment Tribunals' Rules of Procedure.
- (6) The claimant was employed by the respondent as a Print Manager from 1 June 2015 to 19 September 2019 when he was made redundant.
- (7) By a claim form presented on 20 October 2019 following a period of early conciliation from 8 to 17 October 2019, he has brought complaints in respect of his entitlement to payment in lieu of notice and the lack of collective consultation given the numbers of employees made redundant. The claim is essentially about

his redundancy along with 24 others which was announced without any warning on 19 September 2019.

- (8) The respondent has not entered a defence and in fact has gone into administration. An email from the joint administrator dated 20 November 2019 appears to give consent to the continuation of this claim.
- (9) The respondent operated from its head office in Bromley and from two warehouses in Harlow and three warehouses in Sevenoaks. The respondent employed a total of 125 staff.
- (10) The Claimant worked as Print Manager in the Print Room which was based in one of the warehouses in Sevenoaks in which 25 staff were employed. The Print Room provided print facilities for the entire company.
- (11) On 19 September 2019 all of the 25 staff were called into the boardroom without prior notice. A representative from FRP Advisory LLP (the administrators) handed all of the staff a copy of a letter stating that they were being made redundant with immediate effect and that they had one hour within which to vacate the building. The Claimant thought it was just the staff in the print room that had been made redundant but in fact he subsequently found out that it was all 125 staff. He understands that the company has closed down, that there was a management buyout of the remaining company in Sevenoaks, some of the staff have been kept on, but the company does not need the print department which undertook printing for all the warehouses, given that it is now a scaled down operation.
- (12) There is no recognised trade union and there were no worker representatives appointed by the Respondent to deal with consultation as to the redundancies.
- (13) The Claimant had already arranged to go on holiday on 20 September 2019 and on his return, he started looking for alternative work and was fortunate to obtain employment again as a Print Manager from 9 December 2019 onwards. He has provided pay slips from his new employer for the week ending 13 December 2019 and 20 December 2019. From these I determined that he was paid a total of £1184.94 net.
- (14) The claimant has received a statutory redundancy payment from the Redundancy Payments Service.
- (15) Under his Statement of Main Terms of Employment, the Claimant was entitled to 3 months' notice of termination of his employment. There is no express provision within this document for payment in lieu of notice.
- (16) He has provided pay slips for the months ending June, July and August 2019. From these I can see that his monthly basic pay was £2916.66 gross and his monthly net pay was £2161.31 (taking an overtime payment in June 2019 out of the reckoning). This equates to weekly figures of £673.08 gross and £498.76 net.

- (17) I make a declaration that the respondent failed to comply with section 188 of the Trade Union & Labour Relations (Consolidation) Act 1992 (TULRA).
- (18) The respondent is also ordered to pay, pursuant to section 189 (4) TULRA 1992, remuneration for the period of 90 days from 19 September 2019 to all employees who were made redundant on that date. For the avoidance of doubt, the Tribunal finds all employees were made redundant on this date.
- (19) I also find that the claimant is entitled to damages for breach of contract in respect of the respondent's failure to provide him with 3 months' notice of termination of employment as required by the Statement of Main Terms & Conditions of Employment. This amounts to a net payment of 3 months at £2161.61 which comes to a total of £6484.83. The claimant has to give credit for his earnings from 9 to 19 December 2019 in the sum of £1066.45 net (which doing the best I can I arrive at by dividing his total net pay of £1184.94 which is for 10 days by 9). As a result, the amount of damages that I award to the claimant is £6484.83 less £1066.45 which comes to £5418.38.

Employment Judge Tsamados

Dated: 28 August 2020