



EMPLOYMENT TRIBUNALS

Claimant: Mr B Proctor

Respondent: V30 Ltd

REMEDY JUDGMENT

It is the judgment of the Tribunal that:-

1. The respondent is ordered to pay the claimant the gross sum of **£4,514.22** in respect of damages for breach of contract (notice pay). This sum is based on the claimant's gross pay because it is likely he will have to pay tax on this amount as Post Employment Notice Pay.
2. The respondent is ordered to pay the claimant the sum of **£12,283.77** in respect of his unfair dismissal claim, comprising a basic award of **£9,184.00** and a Compensatory Award of **£3,099.77**. The compensatory award is based on the claimant's net wages as it is unlikely that the claimant will have to pay tax on them.

The Compensatory Award is made up as follows:

Loss of earnings	£1,003.77
Cost of SIA licence	£210
Loss of statutory rights	£350
Four weeks' pay under s38 Employment Act 2002	£1,131.68
Compensatory Award total before additions/uplift	£2,695.45
15% Uplift under s207(A) TULR(C)A	£404.32
Total compensatory award	£3,099.77

3. The Employment Protection (Recoupment of Benefits) Regulations 1996 apply to this award and the required information is as follows:
 - 3.1 The "prescribed element" is £1,003.77.
 - 3.2 The "prescribed period" is 4 April 2020 to 27 November 2020.
 - 3.3 The total award is £7,613.99
 - 3.4 The total award exceeds the prescribed element by £6,610.22

REASONS

- (1) By a claim form presented on 22 April 2020 the claimant made claims relating to his dismissal from employment with the respondent on or around 10 January 2020. The respondent subsequently filed a response indicating that they did not intend to contest the claim.
- (2) On 16 July 2020 Employment Judge McDonald reviewed the claim in accordance with the provisions of Rule 21 Employment Tribunal Rules of Procedure 2013. He determined that he was able to give judgment for the claim in his claims of wrongful dismissal and unfair dismissal and a judgment with reasons was therefore promulgated on 16 July 2020. EJ McDonald determined that a Remedy Hearing should be held to determine the remedy to which the claimant was entitled.
- (3) The claimant provided a bundle of documents for use at the Remedy Hearing, which was listed to take place by video. This bundle included a Schedule of Loss with a witness statement in support and copies of payslips and a spreadsheet showing the hours worked in the claimant's new role. When it became apparent that the respondent did not plan to attend the Remedy Hearing, the claimant proposed that the matter be decided on the basis of the papers provided, which was a course of action agreed to by Employment Judge Slater when the correspondence was referred to her. Employment Judge Slater informed the parties that it may be the case that the judge determining the matter would require further information or for a hearing to be convened.
- (4) The matter came before me on the paper on 2 October 2010. I accept, as findings of fact, the details given by the claimant about his income with both his old and new employer in the Schedule of Loss and witness statement.
- (5) I therefore find that the claimant is entitled to a 12 weeks' notice pay in respect of his wrongful dismissal claim, which I calculate as £4,514.22, using the claimant's gross pay as he is likely to be liable for tax on this amount. This takes into account the £69.78 which the claimant earned during the period he would have been on notice.
- (6) With regard to the unfair dismissal claim, I agree the claimant's calculation of the basic award.
- (7) I agree to award the claimant £1,003.77 in respect of loss of earnings, £210 relating to the cost of a SIA licence and £350 for loss of statutory rights. I also agree to make an award of four weeks' pay under s38 Employment Act 2002 which forms part of the compensatory award.
- (8) The claimant seeks an uplift under s207A Trade Union and Labour Relations (Consolidation) Act 1992. Having regard to EJ McDonald's findings that no dismissal procedure was followed, I agree to make such an uplift. However, I do not agree to award the maximum 25% contended for by the claimant. As this was a very small employer operating very informally, I consider that the appropriate uplift is 15%.

- (9) The total awards are therefore as set out in the Judgment above.
- (10) The finalisation of the Judgment was delayed to allow me to obtain information from the claimant in order to determine whether the Employment Protection (Recoupment of Benefits) Regulations 1996 applied to the award. They do apply, and the relevant information is set out above. I apologise that this has resulted in a delay of several weeks in promulgating the judgment, due to the current backlogs in correspondence being handled by the Tribunal.

Employment Judge Dunlop

Date: 27 November 2020

SENT TO THE PARTIES ON

3 December 2020

FOR EMPLOYMENT TRIBUNALS

Public access to employment tribunal decisions

All judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant and the respondent in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: 2403502/20
Mr B Proctor v V30 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: 3 December 2020

"the calculation day" is: 4 December 2020

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

MR S ARTINGSTALL
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/collections/employment-tribunal-forms

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.

Claimant **Mr B Proctor**

Respondent **V30 Ltd**

**ANNEX TO THE JUDGMENT
(MONETARY AWARDS)**

Recoupment of Benefits

The following particulars are given pursuant to the Employment Protection (Recoupment of Benefits) Regulations 1996, SI 1996 No 2349.

The Tribunal has awarded compensation to the claimant, but not all of it should be paid immediately. This is because the Secretary of State has the right to recover (recoup) any jobseeker's allowance, income-related employment and support allowance, universal credit or income support paid to the claimant after dismissal. This will be done by way of a Recoupment Notice, which will be sent to the respondent usually within 21 days after the Tribunal's judgment was sent to the parties.

The Tribunal's judgment states: (a) the total monetary award made to the claimant; (b) an amount called the prescribed element, if any; (c) the dates of the period to which the prescribed element is attributable; and (d) the amount, if any, by which the monetary award exceeds the prescribed element. Only the prescribed element is affected by the Recoupment Notice and that part of the Tribunal's award should not be paid until the Recoupment Notice has been received.

The difference between the monetary award and the prescribed element is payable by the respondent to the claimant immediately.

When the Secretary of State sends the Recoupment Notice, the respondent must pay the amount specified in the Recoupment Notice to the Secretary of State. This amount can never be more than the prescribed element of any monetary award. If the amount is less than the prescribed element, the respondent must pay the balance to the claimant. If the Secretary of State informs the respondent that it is not intended to issue a Recoupment Notice, the respondent must immediately pay the whole of the prescribed element to the claimant.

The claimant will receive a copy of the Recoupment Notice from the Secretary of State. If the claimant disputes the amount in the Recoupment Notice, the claimant must inform the Secretary of State in writing within 21 days. The Tribunal has no power to resolve such disputes, which must be resolved directly between the claimant and the Secretary of State.