



EMPLOYMENT TRIBUNALS

Claimants: Mr P Adshead and others
(see attached schedule)

Respondents: 1. API Laminates Limited (in Administration)
2. API Group Limited (in Administration)
3. API Group Services Limited (in Administration)

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 64

Upon reading the joint application submitted by the claimants and the Administrators of the respondents, and upon the parties having agreed to the terms of this Judgment as set out below:

The **Judgment** of the Tribunal is that:

1. The claimants were employed by the first respondent.
2. On either 2 February 2020 or 3 March 2020, the claimants were dismissed by the first respondent, by reason of redundancy.
3. The first respondent failed adequately to comply with the requirements of section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992. The claims for a protective award brought under section 189 of the Act are therefore well-founded and succeeds.
4. The first respondent is ordered to pay remuneration to all those claimants, listed on the attached schedule, for a protected period of 90 days beginning on 2 February 2020. For the avoidance of doubt, the Tribunal declares that each claimant is entitled to a protective award of 90 days, irrespective of the date of termination of his or her employment.
5. The Recoupment Regulations apply.

6. There shall be no order as to costs and each party shall bear their own costs of these proceedings.

Employment Judge Batten
7 December 2020

JUDGMENT SENT TO THE PARTIES ON

21 December 2020
AND ENTERED ON THE REGISTER

FOR THE TRIBUNAL OFFICE

Multiple Schedule

Case Number	Case Name
2405280/2020	Mr Peter Adshead -v- API Laminates Limited (In Administration) & Others
2405281/2020	Mr Neil Booth -v- API Laminates Limited (In Administration) & Others
2405282/2020	Mr Stephen Briers -v- API Laminates Limited (In Administration) & Others
2405283/2020	Mr David Brooks -v- API Laminates Limited (In Administration) & Others
2405284/2020	Mr John Flynn -v- API Laminates Limited (In Administration) & Others
2405285/2020	Mr John Hinchcliffe -v- API Laminates Limited (In Administration) & Others
2405286/2020	Ms Karen Grey -v- API Laminates Limited (In Administration) & Others
2405287/2020	Mr David Hinchcliffe -v- API Laminates Limited (In Administration) & Others
2405288/2020	Mr Lyndon Johnson -v- API Laminates Limited (In Administration) & Others
2405289/2020	Ms Stephanie Knowles -v- API Laminates Limited (In Administration) & Others
2405290/2020	Mr Richard Sarre -v- API Laminates Limited (In Administration) & Others
2405291/2020	Mr David Whalley -v- API Laminates Limited (In Administration) & Others
2405292/2020	Ms Karolina Vizdalova -v- API Laminates Limited (In Administration) & Others
2405293/2020	Mr Mark Beresford -v- API Laminates Limited (In Administration) & Others
2405294/2020	Mr Frederick Ditchfield -v- API Laminates Limited (In Administration) & Others
2405295/2020	Mr Chris Ewing -v- API Laminates Limited (In Administration) & Others
2405296/2020	Mr Brendan Glynn -v- API Laminates Limited (In Administration) & Others
2405297/2020	Mr Spencer Griffiths -v- API Laminates Limited (In Administration) & Others
2405298/2020	Mr Carl Lowndes -v- API Laminates Limited (In Administration) & Others
2405299/2020	Mr Kyle Magee -v- API Laminates Limited (In Administration) & Others
2405300/2020	Mr David George Mason -v- API Laminates Limited (In Administration) & Others
2405301/2020	Mr Gilbert Miller -v- API Laminates Limited (In Administration) & Others
2405302/2020	Mr Philip Patterson -v- API Laminates Limited (In Administration) & Others
2405303/2020	Mr Paul Powell -v- API Laminates Limited (In Administration) & Others
2405304/2020	Mr Gregory Rankin -v- API Laminates Limited (In Administration) & Others
2405305/2020	Mr Stephen Reade -v- API Laminates Limited (In Administration) & Others
2405306/2020	Mr Stephen Robb -v- API Laminates Limited (In Administration) & Others
2405307/2020	Mr Glynn Robinson -v- API Laminates Limited (In Administration) & Others
2405308/2020	Mr Alan Rowley -v- API Laminates Limited (In Administration) & Others
2405309/2020	Mr Neil Sinnamon -v- API Laminates Limited (In Administration) & Others
2405310/2020	Mr Wayne Smith -v- API Laminates Limited (In Administration) & Others
2405311/2020	Mr Scott Southern -v- API Laminates Limited (In Administration) & Others
2405312/2020	Mr Ian Stevenson -v- API Laminates Limited (In Administration) & Others
2405313/2020	Mr Bryan Turner -v- API Laminates Limited (In Administration) & Others
2405314/2020	Mr Chris Welbourne -v- API Laminates Limited (In Administration) & Others
2405315/2020	Mr Paul Wolstencroft -v- API Laminates Limited (In Administration) & Others
2405316/2020	Mr Kostantinos Jim Kiriakopoulos -v- API Laminates Limited (In Administration) & Others
2405317/2020	Mr John Potter -v- API Laminates Limited (In Administration) & Others
2405318/2020	Mr Anton Ashworth -v- API Laminates Limited (In Administration) & Others
2405319/2020	Ms Clare Drinkwater -v- API Laminates Limited (In Administration) & Others
2405320/2020	Ms Tracy Walker -v- API Laminates Limited (In Administration) & Others
2405321/2020	Mr Gary Evans -v- API Laminates Limited (In Administration) & Others

Multiple Schedule

Case Number	Case Name
2405322/2020	Ms Clare Garside -v- API Laminates Limited (In Administration) & Others
2405323/2020	Mr David Williamson -v- API Laminates Limited (In Administration) & Others

Claimants: Mr P Adshead & Others

Respondents: API Laminates Limited (In Administration) & Others

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

Recoupment of Benefits

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

The respondent is under a duty to give the Secretary of State the following information in writing: (a) the name, address and National Insurance number of every employee to whom the protective award relates; and (b) the date of termination (or proposed termination) of the employment of each such employee.

That information shall be given within 10 days, commencing on the day on which the Tribunal announced its judgment at the hearing. If the Tribunal did not announce its judgment at the hearing, the information shall be given within the period of 10 days, commencing on the day on which the relevant judgment was sent to the parties. In any case in which it is not reasonably practicable for the respondent to do so within those times, then the information shall be given as soon as reasonably practicable thereafter.

No part of the remuneration due to an employee under the protective award is payable until either (a) the Secretary of State has served a notice (called a Recoupment Notice) on the respondent to pay the whole or part thereof to the Secretary of State or (b) the Secretary of State has notified the respondent in writing that no such notice is to be served.

This is without prejudice to the right of an employee to present a complaint to an Employment Tribunal of the employer's failure to pay remuneration under a protective award.

If the Secretary of State has served a Recoupment Notice on the respondent, the sum claimed in the Recoupment Notice in relation to each employee will be whichever is the less of:

- (a) the amount (less any tax or social security contributions which fall to be deducted the refrom by the employer) accrued due to the employee in respect of so much of the protected period as falls before the date on which the Secretary of State receives from the employer the information referred to above; OR
- (b) (i) the amount paid by way of or paid as on account of jobseeker's allowance, income-related employment and support allowance or income support to the employee for any period which coincides with any part of the protected period falling before the date described in (a) above; or

- (ii) in the case of an employee entitled to an award of universal credit for any period (“the UC period”) which coincides with any part of the period to which the prescribed element is attributable, any amount paid by way of or on account of universal credit for the UC period that would not have been paid if the person’s earned income for that period was the same as immediately before the period to which the prescribed element is attributable.

The sum claimed in the Recoupment Notice will be payable forthwith to the Secretary of State. The balance of the remuneration under the protective award is then payable to the employee, subject to the deduction of any tax or social security contributions.

A Recoupment Notice must be served within the period of 21 days after the Secretary of State has received from the respondent the above-mentioned information required to be given by the respondent to the Secretary of State or as soon as practicable thereafter.

After paying the balance of the remuneration (less tax and social security contributions) to the employee, the respondent will not be further liable to the employee. However, the sum claimed in a Recoupment Notice is due from the respondent as a debt to the Secretary of State, whatever may have been paid to the employee, and regardless of any dispute between the employee and the Secretary of State as to the amount specified in the Recoupment Notice.