



EMPLOYMENT TRIBUNALS

Claimants: Ms J Kelly & others (see schedule)

Respondents: Almtone Limited
(in Administration)

JUDGMENT

Employment Tribunals Rules of Procedure 2013, Rule 21

The respondent having presented a response to the claims, but now in administration and the administrators having given consent to the proceedings and on the information before the Judge,

The judgment of the Tribunal is that:

1. The claimants' complaints under section 189 of the Trade Union and Labour Relations (Consolidation) Act 1992 (the 1992 Act) of a failure by the respondent to comply with the requirements of section 188 of the 1992 Act are well-founded.
2. The Tribunal orders the respondent by way of protective award under section 189(3) of the 1992 Act to pay to the claimants a payment equivalent to remuneration for the period of 90 days beginning on 12 May 2018.
3. The respondent is advised of the provisions of Regulation 6 of the Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996, such that, within 10 days of the decision in these proceedings being promulgated or as soon as is reasonably practicable, the respondent must comply with the provisions of Regulation 6 of the 1996 Regulations and, in particular, must supply to the Secretary of State the following information in writing:
 - 3.1. the name, address and national insurance number of every employee to whom the award relates; and
 - 3.2. the date of termination of the employment of each such employee.
4. The respondent will not be required to make any payment under the protective awards made until it has received a recoupment notice from the Secretary of State or notification that the Secretary of State does not intend to serve a recoupment notice

having regard to the provisions of Regulation 7(2). The Secretary of State must normally serve such recoupment notice or notification on the employer within 21 days of receipt of the required information from the first respondent.

5. The claimants also claim unlawful deduction from wages contrary to section 13 of the Employment Rights Act 1996, redundancy payment in accordance with section 135 of the Employment Rights Act 1996, notice pay in accordance with section 86 of the Employment Rights Act 1996 - the right to minimum notice, breach of contract and holiday pay in accordance with regulation 14 of the Working Time Regulations 1998. The Tribunal determines all claims are well-founded and makes the following awards of compensation:

Paul Barker

6. The respondent has made an unauthorised deduction from Paul Barker's wages and is ordered to pay the gross sum of **£691.74**.

7. Paul Barker was dismissed by reason of redundancy and is entitled to a redundancy payment of **£6917.68**.

8. The respondent failed to pay Paul Barker for his notice period and is ordered to pay the gross sum of **£5435.32**

Lee Collins

9. The respondent has made an unauthorised deduction from Lee Collins' wages and is ordered to pay the gross sum of **£797.44**.

10. Lee Collins was dismissed by reason of redundancy and is entitled to a redundancy payment of **£11,430**.

11. The respondent failed to pay Lee Collins for his notice period and is ordered to pay the gross sum of **£6835.32**

12. The respondent failed to pay Lee Collins holiday pay on termination of employment and is ordered to pay the gross sum of **£1287.30**

Barry Gilmore

13. The respondent has made an unauthorised deduction from Barry Gilmore's wages and is ordered to pay the gross sum of **£872.97**.

14. Barry Gilmore was dismissed by reason of redundancy and is entitled to a redundancy payment of **£10,668**.

15. The respondent failed to pay Barry Gilmore for his notice period and is ordered to pay the gross sum of **£7482.48**

16. The respondent failed to pay Barry Gilmore holiday pay on termination of employment and is ordered to pay the gross sum of **£1035.09**

Peter Balmforth

17. The respondent has made an unauthorised deduction from Peter Balmforth's wages and is ordered to pay the gross sum of **£335.09**.

18. Peter Balmforth was dismissed by reason of redundancy and is entitled to a redundancy payment of **£14,224**.

19. The respondent failed to pay Peter Balmforth for his notice period and is ordered to pay the gross sum of **£7482.48**

20. The respondent failed to pay Peter Balmforth holiday pay on termination of employment and is ordered to pay the gross sum of **£1035.09**

Paul MacArthur

21. The respondent has made an unauthorised deduction from Paul MacArthur's wages and is ordered to pay the gross sum of **£807.66**.

22. Paul MacArthur was dismissed by reason of redundancy and is entitled to a redundancy payment of **£3556**.

23. The respondent failed to pay Paul MacArthur for his notice period and is ordered to pay the gross sum of **£4038.44**

24. The respondent failed to pay Paul MacArthur holiday pay on termination of employment and is ordered to pay the gross sum of **£2076.84**

Joan Kelly

25. The respondent has made an unauthorised deduction from Joan Kelly's wages and is ordered to pay the gross sum of **£552**.

26. Joan Kelly was dismissed by reason of redundancy and is entitled to a redundancy payment of **£10,350**.

27. The respondent failed to pay Joan Kelly for her notice period and is ordered to pay the gross sum of **£4140**

28. The respondent failed to pay Joan Kelly holiday pay on termination of employment and is ordered to pay the gross sum of **£733.80**

Thomas Hayes

29. The respondent has made an unauthorised deduction from Thomas Hayes's wages and is ordered to pay the gross sum of **£830.76**.

30. Thomas Hayes was dismissed by reason of redundancy and is entitled to a redundancy payment of **£6350**.

31. The respondent failed to pay Thomas Hayes for his notice period and is ordered to pay the gross sum of **£5711.53**

32. The respondent failed to pay Thomas Hayes holiday pay on termination of employment and is ordered to pay the gross sum of **£302.19**

Steven Reader

33. The respondent has made an unauthorised deduction from Steven Reader's wages and is ordered to pay the gross sum of **£923.07**.

34. Steven Reader was dismissed by reason of redundancy and is entitled to a redundancy payment of **£10,992**.

35. The respondent failed to pay Steven Reader for his notice period and is ordered to pay the gross sum of **£6923.04**

36. The respondent failed to pay Steven Reader holiday pay on termination of employment and is ordered to pay the gross sum of **£335.75**

James Quigley

37. The respondent has made an unauthorised deduction from James Quigley's wages and is ordered to pay the gross sum of **£846.14**.

38. James Quigley was dismissed by reason of redundancy and is entitled to a redundancy payment of **£6858**.

39. The respondent failed to pay James Quigley for his notice period and is ordered to pay the gross sum of **£6346.08**

Fred McCrea

40. The respondent has made an unauthorised deduction from Fred McCrea's wages and is ordered to pay the gross sum of **£800**.

41. The respondent failed to pay Fred McCrea for his notice period and is ordered to pay the gross sum of **£500**

42. The respondent failed to pay Fred McCrea holiday pay on termination of employment and is ordered to pay the gross sum of **£50**.

Josiah Annan-Junior

43. The respondent has made an unauthorised deduction from Josiah Annan-Junior's wages and is ordered to pay the gross sum of **£790.76**.

44. The respondent failed to pay Josiah Annan-Junior for his notice period and is ordered to pay the gross sum of **£494.23**

45. The respondent failed to pay Josiah Annan-Junior holiday pay on termination of employment and is ordered to pay the gross sum of **£49.42**

Florian Cicu

46. The respondent has made an unauthorised deduction from Florian Cicu's wages and is ordered to pay the gross sum of **£960**.

47. The respondent failed to pay Florian Cicu for his notice period and is ordered to pay the gross sum of **£600**

48. The respondent failed to pay Florian Cicu holiday pay on termination of employment and is ordered to pay the gross sum of **£60**

Sarah Crooks

49. The respondent has made an unauthorised deduction from Sarah Crook's wages and is ordered to pay the gross sum of **£676.91**.

50. The respondent failed to pay Sarah Crooks for her notice period and is ordered to pay the gross sum of **£423.07**

51. The respondent failed to pay Sarah Crooks holiday pay on termination of employment and is ordered to pay the gross sum of **£42.30**

Terry Whittaker

52. The respondent has made an unauthorised deduction from Terry Whittaker's wages and is ordered to pay the gross sum of **£800**.

53. The respondent failed to pay Terry Whittaker for his notice period and is ordered to pay the gross sum of **£500**

54. The respondent failed to pay Terry Whittaker holiday pay on termination of employment and is ordered to pay the gross sum of **£50**

Jonathan Lynch

55. The respondent has made an unauthorised deduction from Jonathan Lynch's wages and is ordered to pay the gross sum of **£872.97**.

56. Jonathan Lynch was dismissed by reason of redundancy and is entitled to a redundancy payment of **£2286**.

57. The respondent failed to pay Jonathan Lynch for his notice period and is ordered to pay the gross sum of **£1870.59**

58. The respondent failed to pay Jonathan Lynch holiday pay on termination of employment and is ordered to pay the gross sum of **£362.89**

Graham Hill

59. The respondent has made an unauthorised deduction from Graham Hill's wages and is ordered to pay the gross sum of **£945.70**.

60. Graham Hill was dismissed by reason of redundancy and is entitled to a redundancy payment of **£6604**.

61. The respondent failed to pay Graham Hill for his notice period and is ordered to pay the gross sum of **£6762.50**

62. The respondent failed to pay Graham Hill holiday pay on termination of employment and is ordered to pay the gross sum of **£270.50**

REASONS

1. The claimants all worked for Canute UK Ltd and/or Canute Distribution Ltd. On 11 May 2018 these companies went into administration. On 12 May 2018 the respondent bought these companies.

2. The respondent presented a response in which it contended that the claimants had transferred their employment to other distribution companies, in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006, prior to the respondent's purchase of the Canute companies.

3. On 18 November 2019 I determined that there was no such transfer and the claimants remained employed by the Canute companies immediately prior to the purchase by the respondent.

4. The respondent went into administration on 21 December 2018. The administrators are not participating or defending the claims and have consented to these proceedings.

5. On a full consideration of the file of proceedings it was possible to issue this Judgment under Rule 21 in respect of the claims without a hearing. Code P under the case number above reflects this.

6. On the information provided, the Tribunal makes the following findings.
7. The respondent employed over 20 employees. The United Road Transport Union was recognised for collective bargaining, consultation and negotiation with the workforce.
8. The claimants were told at a meeting on 8 May 2018 that the Canute companies had lost the Tetrysol contract. On 11 May 2018 the claimants received a letter from the Canute companies purporting to advise them that their employment had transferred to other distribution companies that had taken over the Tetrysol contract.
9. Following the respondent's purchase of the Canute companies, no proper warning or notice was given to or consultation with the workforce.
10. In these circumstances, the respondent is in breach of the duty under Section 188 of the 1992 Act and the Tribunal makes an award under Section 189 in favour of the claimants for the maximum protected period of 90 days commencing on 12 May 2018.
11. As a result of these findings the Tribunal also determines that the claims of unlawful deduction from wages contrary to section 13 of the Employment Rights Act 1996, redundancy payment in accordance with section 135 of the Employment Rights Act 1996, notice pay in accordance with section 86 of the Employment Rights Act 1996 - the right to minimum notice, breach of contract and holiday pay in accordance with regulation 14 of the Working Time Regulations 1998 are well founded and has made the awards of compensation for the following reasons:

Paul Barker

12. Paul Barker received £494.12 gross basic pay per week/£98.82 per day. The respondent unlawfully deducted 7 days pay from Paul Barker.
13. Paul Barker worked for the Canute companies/respondent for 11 years. Paul Barker was born on 29 December 1970. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £494.12 per week in accordance with Employment Rights (Increase of Limits) Order 2019. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two with the respondent at the rate of £494.12 per week in accordance with Employment Rights (Increase of Limits) Order 2019.
14. Paul Barker worked for the Canute companies/respondent for 11 years. Paul Barker is entitled to notice pay at the rate of £494.12 for each completed year of employment.

Lee Collins

15. Lee Collins received £569.61 gross basic pay per week/£113.92 per day. The respondent unlawfully deducted 7 days pay from Lee Collins.

16. Lee Collins worked for the Canute companies/respondent for 19 years. Lee Collins was born on 21 June 1969. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

17. Lee Collins worked for the Canute companies/respondent for 19 years. Lee Collins is entitled to notice pay at the rate of £569.61 for each completed year of employment.

18. Lee Collins had accrued 11.3 days of holiday entitlement on termination of his employment. Lee Collins is entitled to holiday pay at the rate of £113.92 per day.

Barry Gilmore

19. Barry Gilmore received £623.54 gross basic pay per week/£124.71 per day. The respondent unlawfully deducted 7 days pay from Barry Gilmore.

20. Barry Gilmore worked for the Canute companies/respondent for 14 years. Barry Gilmore was born on 1 January 1958. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

21. Barry Gilmore worked for the Canute companies/respondent for 14 years. Barry Gilmore is entitled to notice pay at the rate of £623.54 for each completed year of employment.

22. Barry Gilmore had accrued 8.3 days of holiday entitlement on termination of his employment. Barry Gilmore is entitled to holiday pay at the rate of £124.71 per day.

Peter Balmforth

23. Peter Balmforth received £623.54 gross basic pay per week/£124.71 per day. The respondent unlawfully deducted 14 days statutory sick pay from Peter Falmouth – 7 days at £30 per day and 7 days at £17.87 per day.

24. Peter Balmforth worked for the Canute companies/respondent for 19 years. Peter Balmforth was born on 12 November 1959. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

25. Peter Balmforth worked for the Canute companies/respondent for 19 years. Barry Gilmore is entitled to notice pay at the rate of £623.54 for each completed year of employment.

26. Peter Balmforth had accrued 8.3 days of holiday entitlement on termination of his employment. Peter Balmforth is entitled to holiday pay at the rate of £124.71 per day.

Paul MacArthur

27. Paul MacArthur received £576.92 gross basic pay per week/£115.38 per day. The respondent unlawfully deducted 7 days pay from Paul MacArthur.

28. Paul MacArthur worked for the Canute companies/respondent for 7 years. Paul MacArthur was born on 3 March 1979. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

29. Paul MacArthur worked for Canute companies/respondent for 7 years. Paul MacArthur is entitled to notice pay at the rate of £576.92 for each completed year of employment.

30. Paul MacArthur had accrued 18 days of holiday entitlement on termination of his employment. Paul MacArthur is entitled to holiday pay at the rate of £115.38 per day.

Joan Kelly

31. Joan Kelly received £345 gross basic pay per week/£69.00 per day. The respondent unlawfully deducted 8 days pay from Joan Kelly.

32. Joan Kelly worked for the Canute companies/respondent for 22 years. Joan Kelly was born on 25 September 1950. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 she is entitled to one and a half week's pay for each complete year of employment in which she was not below the age of forty-one

with the respondent at the rate of £345 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

33. Joan Kelly worked for Canute companies/respondent for 22 years. Joan Kelly is entitled to notice pay at the rate of £345 for each completed year of employment up to the maximum of 12 years.

34. Joan Kelly had accrued 10.91 days of holiday entitlement (including basic holiday entitlement carried over from previous leave year of 8 days) on termination of her employment. Joan Kelly is entitled to holiday pay at the rate of £69 per day.

Thomas Hayes

35. Thomas Hayes received £519.23 gross basic pay per week/£103.84 per day. The respondent unlawfully deducted 8 days pay from Thomas Hayes.

36. Thomas Hayes worked for the Canute companies/respondent for 11 years. Thomas Hayes was born on 14 September 1973. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

37. Thomas Hayes worked for Canute companies/respondent for 11 years. Thomas Hayes is entitled to notice pay at the rate of £519.23 for each completed year of employment.

38. Thomas Hayes had accrued 2.91 days of holiday entitlement on termination of his employment. Thomas Hayes is entitled to holiday pay at the rate of £103.84 per day.

Steven Reader

39. Steven Reader received £576.92 gross basic pay per week/£115.38 per day. The respondent unlawfully deducted 8 days pay from Steven Reader.

40. Steven Reader worked for the Canute companies/respondent for 22 years. Steven Reader was born on 6 January 1966. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two

with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

41. Steven Reader worked for Canute companies/respondent for 22 years. Steven Reader is entitled to notice pay at the rate of £576.92 for each completed year of employment up to the maximum of 12 years.

42. Steven Reader had accrued 2.91 days of holiday entitlement on termination of his employment. Steven Reader is entitled to holiday pay at the rate of £115.38 per day.

James Quigley

43. James Quigley received £528.84 gross basic pay per week/£105.76 per day. The respondent unlawfully deducted 8 days pay from James Quigley.

44. James Quigley worked for the Canute companies/respondent for 12 years. James Quigley was born on 27 December 1973. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

45. James Quigley worked for Canute companies/respondent for 12 years. James Quigley is entitled to notice pay at the rate of £528.84 for each completed year of employment up to the maximum of 12 years.

Fred McCrea

46. Fred McCrea received £500 gross basic pay per week/£100 per day. The respondent unlawfully deducted 8 days pay from Fred McCrea.

47. Fred McCrea worked for Canute companies/respondent for 1 week. Fred McCrea is entitled to one weeks notice pay.

48. Fred McCrea had accrued 0.5 days of holiday entitlement on termination of his employment. Fred McCrea is entitled to holiday pay at the rate of £100 per day.

Josiah Annan-Junior

49. Josiah Annan-Junior received £494.23 gross basic pay per week/£98.84 per day. The respondent unlawfully deducted 8 days pay from Josiah Annan-Junior.

50. Josiah Annan-Junior worked for Canute companies/respondent for 1 week. Josiah Annan-Junior is entitled to one weeks notice pay.

51. Josiah Annan-Junior had accrued 0.5 days of holiday entitlement on termination of his employment. Josiah Annan-Junior is entitled to holiday pay at the rate of £98.84 per day.

Florian Cicu

52. Florian Cicu received £600 gross basic pay per week/£120 per day. The respondent unlawfully deducted 8 days pay from Florian Cicu.

53. Florian Cicu worked for Canute companies/respondent for 1 week. Florian Cicu is entitled to one weeks notice pay.

54. Florian Cicu had accrued 0.5 days of holiday entitlement on termination of his employment. Florian Cicu is entitled to holiday pay at the rate of £120 per day.

Sarah Crooks

55. Sarah Crooks received £423.07 gross basic pay per week/£84.61 per day. The respondent unlawfully deducted 8 days pay from Sarah Crooks.

56. Sarah Crooks worked for Canute companies/respondent for 1 week. Sarah Crooks is entitled to one weeks notice pay.

57. Sarah Crooks had accrued 0.5 days of holiday entitlement on termination of her employment. Sarah Crooks is entitled to holiday pay at the rate of £84.61 per day.

Terry Whittaker

58. Terry Whittaker received £500 gross basic pay per week/ £100 per day. The respondent unlawfully deducted 8 days pay from Terry Whittaker.

59. Terry Whittaker worked for Canute companies/respondent for 1 week. Terry Whittaker is entitled to one weeks notice pay.

60. Terry Whittaker had accrued 0.5 days of holiday entitlement on termination of his employment. Terry Whittaker is entitled to holiday pay at the rate of £100 per day.

Graham Hill

61. Graham Hill received £676.25 gross basic pay per week/£135.25 per day. The respondent unlawfully deducted 7 days pay from Graham Hill.

62. Graham Hill worked for the Canute companies/respondent for 10 years. Graham Hill was born on 10 February 1971. Therefore, in accordance with section 162(2)(a) of the Employment Rights Act 1996 he is entitled to one and a half week's pay for each complete year of employment in which he was not below the age of forty-one with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019. In accordance with section 162(2)(b) of the Employment Rights Act 1996 he is entitled to one week's pay for each complete year of employment in which he was not below the age of twenty-two with the respondent at the rate of £508 per week in accordance with Employment Rights (Increase of Limits) Order 2019.

63. Graham Hill worked for Canute companies/respondent for 10 years. Graham Hill is entitled to notice pay at the rate of £676.25 for each completed year of employment.

64. Graham Hill had accrued 2 days of holiday entitlement on termination of his employment. Graham Hill is entitled to holiday pay at the rate of £135.25 per day.

Employment Judge Ainscough

Date: 11 January 2021

JUDGMENT SENT TO THE PARTIES ON

12 January 2021

FOR THE TRIBUNAL OFFICE

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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(s) and respondent(s) in a case.

Schedule

Case Number

Claimant

2411665/18	Miss S Crooks
2413421/18	Ms J Kelly
2413425/18	Mr J Quigley
2413426/18	Mr F McCrea
2413427/18	Mr J Annan-Junior
2413428/18	Mr F Cicu
2414715/18	Mr P Balmforth
2414716/18	Mr P Barker
2414717/18	Mr L Collins
2414718/18	Mr B Gilmore
2414719/18	Mr P MacArthur
2414721/18	Mr S Reader
2415182/18	Mr J Lynch
2415202/18	Mr G Hill
3201761/18	Mr T Whittaker

Claimants: Ms J Kelly & others (see schedule)

Respondents: Almtone Limited (in Administration)

**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 therefrom 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.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case numbers: **2413421/2018 & others (see schedule)**

Name of cases: **Ms J Kelly & others v Almtone Limited (in Administration)**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding discrimination or equal pay awards or sums representing costs or expenses), shall carry interest where the sum remains unpaid on a day ("*the calculation day*") 42 days after the day ("*the relevant judgment day*") that the document containing the tribunal's judgment is recorded as having been sent to the parties.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant judgment 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 judgment day" is: **12 January 2021**

"the calculation day" is: **13 January 2021**

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

For and on Behalf of the Secretary of the Tribunals