



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr D Palmer and Others (see Schedule)

**Respondent:** (1) Nationwide Accident Repair Services Ltd (in administration)

(2) Nationwide Crash Repair Services Ltd (in administration)

(3) Secretary of State for Business, Energy and Industrial Strategy

## JUDGMENT

In circumstances where:

- (1) Under Rule 64 Employment Tribunal Rules of Procedure 2013 the claimant and first respondent consent to the disposal of the claim on the terms set out;
- (2) the third respondent is joined in the proceedings as statutory guarantor only;
- (3) the third respondent has been served with the claim, the response and the proposed terms of disposal and has provided a response stating that it neither supports nor resists the claims.

The Judgment of the Employment Tribunal is:

1. The Claimants in the attached Schedule 1 to this judgment were employed by the Respondent.
2. On 3<sup>rd</sup> September 2020, Rachael Wilkinson and Rob Lewis were appointed Joint Administrators of the Respondent.
3. On 4<sup>th</sup> September 2020, the Claimants were dismissed by the Respondent by reason of redundancy.
4. The Respondent did not fully inform and consult with the Claimants in accordance with the provisions of s.188 and s.188A of The Trade Union and Labour Relations (Consolidation) Act 1992 (“the Act”).

5. The Claimants have each raised complaints pursuant to section 189 of the Act seeking protective awards in respect of that failure.
6. The Tribunal makes a protective award in favour of the employees listed in the Schedule attached to this judgment and orders the Respondent to pay remuneration for a protected period of 56 days beginning on each Claimant's redundancy date.
7. There is no order requiring any party to pay or reimburse another party's costs or fees. Each party shall bear their own costs and fees.
8. The Employment Protection (Recoupment of Benefits) Regulations 1996 apply to this award.

**Note**

The Tribunal has no power to include an order as to the status within the insolvency process of any amounts of the protective award which remain unpaid by the Redundancy Payments Service.

Employment Judge Dunlop

Date: 7 May 2021

JUDGMENT SENT TO THE PARTIES ON  
11 May 2021

.....  
AND ENTERED IN THE REGISTER

.....  
FOR THE TRIBUNAL OFFICE

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**Claimants:** Mr D Palmer & others  
(see attached schedule)

**Respondent:** 1. Nationwide Accident Repair Services Ltd (in Administration)  
2. Nationwide Crash Repair Centres Ltd (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

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and others**

- (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.

**Schedule**

2418534	2020	Palmer D Mr
2418535	2020	Lewis A Mr
2418536	2020	Smith A Mr
2418537	2020	McGarvy A Ms
2418538	2020	Ging C Ms
2418539	2020	Hughes C Mr
2418540	2020	Kilgallon C Ms
2418541	2020	Palmer D Mr
2418542	2020	Neil D Mr
2418543	2020	O'Brien D Mr
2418544	2020	Shingler D Mr
2418545	2020	Todd D Mr
2418546	2020	Hunter G Mr
2418547	2020	Burns G Mr
2418548	2020	Caldwell G Mr
2418549	2020	Egan I Mr
2418550	2020	Sweeney J Mr
2418551	2020	Caple J Mr
2418552	2020	Ferrington J Mr
2418553	2020	MacCallum J Mr
2418554	2020	Metcalfe J Mr
2418555	2020	Brook J Mr
2418556	2020	Woods L Mr
2418557	2020	Knisz L Ms
2418558	2020	Stoddart M Mr
2418560	2020	Salisbury P Mr
2418561	2020	Coulston P Mr
2418562	2020	Green P Mr
2418563	2020	Pollock P Mr
2418564	2020	Allen R Mr
2418565	2020	Inclledon R Mr
2418566	2020	Dougherty S Mr
2418567	2020	Heyes S Mr
2418568	2020	Buckley S Mr
2418569	2020	Trevorrow S Mr
2418570	2020	Marsden S Ms
2418571	2020	Kilgallon T Mr
2418572	2020	Murray A Mr