



EMPLOYMENT TRIBUNALS

Claimant: Mr M Anderson and those claimants listed in the Schedule hereto

Respondent: AIM Engineering Limited (In Administration)

CERTIFICATE OF CORRECTION

Employment Tribunals Rules of Procedure 2013

Under the provisions of Rule 69, the judgment sent to the parties on 26 November 2020, is corrected as set out in type at paragraph 4, to add the words:

“The Recoupment Regulations apply.”

Employment Judge **Holmes**
Date : 30 July 2021

SENT TO THE PARTIES ON
2 August 2021

FOR THE TRIBUNAL OFFICE

Important note to parties:

Any dates for the filing of appeals or reviews are not changed by this certificate of correction and corrected judgment. These time limits still run from the date of the original judgment, or original judgment with reasons, when appealing.



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Respondents: AIM Engineering Limited (in Administration)

CORRECTED RULE 21 JUDGMENT **Employment Tribunals Rules of Procedure 2013 – Rule 21**

The consent of the Administrators having been obtained, the time for presenting a response having expired , and no valid response having been presented by the respondent within the prescribed time limit , it is the judgment of the Tribunal that:

1. The claims are combined.
2. The respondent failed to consult with the claimants as persons who may be affected by proposals to dismiss, or measures taken in connection with the dismissal of, 20 or more employees, in breach of s.188(1) of the Trade Union and Labour Relations (Consolidation) Act 1992.
3. The claimants are entitled to , and the Tribunal orders the respondent to pay, a protective award. That award is an award of remuneration for the protected period of 90 days from 4 February 2020.
4. The Recoupment Regulations apply.

NOTE

1. These claims all arise from the Administration of the respondent, and the necessary consents to the claims proceeding have been given. No response to the claims has been received, and the claims therefore succeed.

2. A protective award is a two stage process. The Tribunal at this stage makes no financial awards, but gives a judgment that each of the listed claimants is entitled to a protective award in the terms set out above. The claimants must then seek payment of their individual awards from the respondent (or the Secretary of State) , quantifying the same.

3. Failure to pay, or any dispute as to the amount payable, then becomes a matter for a further separate claim under s.192 of the Trade Union and Labour Relations (Consolidation) Act 1992 for payment of the award.

**Case Nos.: 2406181/2020
and those listed in the Schedule hereto**
Employment Judge

Holmes

Dated: 2 November 2020
Corrected: 30 July 2021

CORRECTED JUDGMENT SENT TO THE PARTIES ON
2 August 2021

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

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.

Multiple Schedule

Case Number Case Name

2406181/2020 Mr Matthew Anderson -v- AIM Engineering Limited (in Administration)
2406182/2020 Mr Liam Ashworth -v- AIM Engineering Limited (in Administration)
2406183/2020 Mr Raymond Baker -v- AIM Engineering Limited (in Administration)
2406184/2020 Mr David Banks -v- AIM Engineering Limited (in Administration)
2406185/2020 Mr Greame Bramwell -v- AIM Engineering Limited (in Administration)
2406186/2020 Mr Martin Bromley -v- AIM Engineering Limited (in Administration)
2406187/2020 Mr Stephen Canovan -v- AIM Engineering Limited (in Administration)
2406188/2020 Mr Matthew Chapman -v- AIM Engineering Limited (in Administration)
2406189/2020 Mr John Connolly -v- AIM Engineering Limited (in Administration)
2406190/2020 Mr John Cooper -v- AIM Engineering Limited (in Administration)
2406191/2020 Mr Matthew Cooper -v- AIM Engineering Limited (in Administration)
2406192/2020 Mr Gerard Finn -v- AIM Engineering Limited (in Administration)
2406193/2020 Mr Stephen Flaherty -v- AIM Engineering Limited (in Administration)
2406194/2020 Mr Jake Gregory -v- AIM Engineering Limited (in Administration)
2406195/2020 Mr David Henerty -v- AIM Engineering Limited (in Administration)
2406196/2020 Mr Michael Hodson -v- AIM Engineering Limited (in Administration)
2406197/2020 Mr Garry Jones -v- AIM Engineering Limited (in Administration)
2406198/2020 Mr Gerard Karczewski -v- AIM Engineering Limited (in Administration)
2406199/2020 Mr Zbigniew Kazmierczak -v- AIM Engineering Limited (in Administration)
2406200/2020 Mr David Lucas -v- AIM Engineering Limited (in Administration)
2406201/2020 Mr Colin Marston -v- AIM Engineering Limited (in Administration)
2406202/2020 Mr Adam McHale -v- AIM Engineering Limited (in Administration)
2406203/2020 Mr Anthony McMurrough -v- AIM Engineering Limited (in Administration)
2406204/2020 Mr Stephen Mollart -v- AIM Engineering Limited (in Administration)
2406205/2020 Mr Kenneth Parr -v- AIM Engineering Limited (in Administration)
2406206/2020 Mr David Pass -v- AIM Engineering Limited (in Administration)
2406207/2020 Mr Anthony Preston -v- AIM Engineering Limited (in Administration)
2406208/2020 Mr Jack Sliz -v- AIM Engineering Limited (in Administration)
2406209/2020 Mr Terence Taylor -v- AIM Engineering Limited (in Administration)
2406210/2020 Mr Aiden Turnbull -v- AIM Engineering Limited (in Administration)
2406211/2020 Mr Raymond Widdicor -v- AIM Engineering Limited (in Administration)
2406212/2020 Mr Piotr Wronkowski -v- AIM Engineering Limited (in Administration)

Claimant: Mr M Anderson & Others

Respondent: AIM Engineering 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

**Case Nos.: 2406181/2020
and those listed in the Schedule hereto**

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.