EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4100316/2020 (A)

Held in Glasgow on 26 May 2020
(Remedy Hearing conducted remotely by telephone conference call)
and 22 June 2020 (deliberation in chambers)

Employment Judge: Ian McPherson

Miss Kirsten Young	**Claimant** **In Person**
AEM Consulting (Central) Limited	**Respondents** **No ET3: Not present and Not represented**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The judgment of the Employment Tribunal is that: -

(1) Having heard the claimant in person at this listed Case Management Preliminary Hearing, held on 26 May 2020, and conducted by telephone conference call, and the respondents, not having lodged an ET3 response defending the claim, and not having appeared nor been represented, despite being issued with Notice of Remedy Hearing issued by the Tribunal to both parties on 5 March 2020, and with Notice of this Preliminary Hearing issued on 13 May 2020, the Tribunal, in terms of **Rule 48 of the Employment Tribunals Rules of Procedure 2013**, converted this Preliminary Hearing into a Remedy Hearing, being satisfied that neither party would be materially prejudiced by the change.

(2) Further, the Tribunal having decided, in terms of **Rule 47**, after having considered the information available to it, that it was appropriate to proceed

with the listed Hearing in the absence of the respondents who had not lodged an ET3 response, nor sought an extension of time to do so, and who had failed to attend or be represented at this Hearing, but taking into account the terms of the **Rule 21** Default Judgment on liability only issued against the respondents on 3 March 2020, against which they had made no application for reconsideration within 14 days, or at all, from which the Tribunal inferred that they were not seeking to defend the claim, not resist the amounts being claimed by the claimant, as intimated to them on 21 May 2020, when the claimant lodged her Schedule of Loss, with supporting documentation, with the Tribunal, and copied to the respondents' managing director.

(3) In those circumstances, having heard further from the claimant, and having considered the information and documents provided by her, the Tribunal reserved judgment, to be issued at a later date, after private deliberation by the Judge in chambers, following which the Tribunal now **orders** that the respondents shall pay to the claimant forthwith the following amounts in respect of her successful heads of complaint, as follows:-

(a) in respect of the respondents' failure to pay the claimant arrears of pay, between 1 August and 15 November 2019, being an unlawful deduction from wages, contrary to **Section 13 of the Employment Rights Act 1996**, the Tribunal awards the claimant the sum of **THREE THOUSAND, FOUR HUNDRED AND FIVE POUNDS, FORTY-ONE PENCE (£3,405.41)**, as more fully detailed in the following Reasons.

(b) in respect of the respondents' failure to pay the claimant holiday pay, accrued by untaken as at the effective date of termination of employment, on 15 November 2019, contrary to **Regulation 30 of the Working Time Regulations 1998**, the Tribunal awards the claimant the further sum of **TWO HUNDRED AND SEVENTY-ONE POUNDS, NINETY-EIGHT PENCE (£271.98)**, as more fully detailed in the following Reasons.

(c) in respect of the claimant's unfair dismissal by the respondents, being an unfair constructive dismissal, contrary to **Sections 94 to 98 of the Employment Rights Act 1996,** on account of their repeated failure to pay her properly due and payable wages from 1 August to 15 November 2019, the Tribunal awards the claimant a total monetary award of **ONE THOUSAND AND FORTY TWO POUNDS, THIRTY PENCE (£1,042.30)**, as more fully detailed in the following Reasons, to which recoupment, under the **Employment Protection (Recoupment of Benefits) Regulations 1996**, does not apply, as the claimant advised the Tribunal that she was not in receipt of any State benefits after termination of her employment with the respondents, but she secured new employment with another employer, which employment is continuing.

(4) Further, the Tribunal **instructs** the clerk to the Tribunal to send a copy of this Judgment to the Registrar of Companies, at Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh EH3 9FF, for information, and consideration by the Registrar in respect of any pending application by the respondents, or otherwise, for strike-off from the Register of Companies of the respondents, company number **SC516822,** and for the Registrar to consider suspending any strike-off application pending the respondents paying the claimant the various sums ordered in this Judgment**.**

REASONS

Introduction

1. This case called before me at 2.00pm on the afternoon of Tuesday, 26 May 2020, as per Notice of Remedy Hearing issued to both parties by the Tribunal by letter dated 5 March 2020, assigning a two-hour Remedy Hearing before an Employment Judge sitting alone for determination of the remedy to which the claimant is entitled, following a liability only Default Judgment made by me, in her favour on 3 March 2020, in terms of **Rule 21**.

2. That Notice of Remedy Hearing was sent to the respondents, for information only, as they had not lodged any ET3 response defending the claim, and the covering letter from the Tribunal advised them that they were nonetheless entitled to attend the Remedy Hearing, but only to participate to the extent permitted by the Employment Judge hearing the case.

3. On account of the ongoing Covid-19 pandemic, and joint Presidential Guidance issued by the Presidents of Employment Tribunals in Scotland, and England & Wales, in March 2020, the listed Remedy Hearing had been converted by the Tribunal into a telephone conference call Case Management Preliminary Hearing, by email sent to both parties on 13 May 2020, with copy to Ms Ashley Morrison, the respondents' MD, on account of there currently being no in person Hearings conducted, and both parties were notified accordingly.

4. This Hearing took place remotely given the implications of the pandemic. It was an audio (A) hearing held entirely by telephone, and parties did not object to that format.

Claim and Response

5. On 16 January 2020, following ACAS early conciliation between 18 November and 18 December 2019, the claimant, acting on her own behalf, submitted an ET1 claim form against the respondents, in respect of complaints of unfair dismissal, and failure to pay holiday pay and arrears of pay, all said to be arising from termination of her employment with them as an accounts assistant on 15 November 2019. She provided a detailed, 6-page, typewritten paper apart, giving details of her claim and its background, and stating the amounts she was then seeking from the respondents.

6. Thereafter, by Notice of Claim dated 21 January 2020, copy of the ET1 claim was served on the respondents at the address for service provided in the ET1 claim form, being their registered office address, as per Companies House. The respondents were advised that their ET3 response should be submitted to the Glasgow Tribunal Office within 28 days at latest, i.e., by 18 February

2020, which failing, unless an extension of time had been applied for and granted by an Employment Judge, they would not be allowed to defend the claim brought against them.

7. No ET3 response was lodged on behalf of the respondents defending the claim, by the due date of 18 February 2020, or at all, and they made no application for any extension of time to do so. When the casefile was referred to me, on 21 February 2020, I decided, on the available information, and without a Hearing, to issue a liability only Default Judgment in terms of **Rule 21**. My Judgment, dated 3 March 2020, was issued to both parties under cover of a letter from the Tribunal of that same date. As is standard practice, the covering letter sent to the respondents, along with copy Judgment, advised them of their legal rights in this situation.

Hearing before this Tribunal

8. When the case called before me, on Tuesday, 26 May 2020, at 2.00pm, the claimant was in attendance, at the telephone, unrepresented, and unaccompanied. She had submitted various documents to the Tribunal by email sent on 21 May 2020 @ 20:55, comprising her Schedule of Loss, and supporting documentation, and she also had copied it all to the respondents' MD, Ms Ashley Morrison, at the same time, as per **Rule 92.**

9. The claimant explained that she was still representing herself in this matter, and that she had heard nothing from the respondents, nor from anybody on their behalf, by way of any payments, but she had received an email from Ms Morrison, the terms of which she kindly narrated, as well as telling me she had replied to her, copying in the Tribunal office. As that email was not yet on the casefile, I had the Tribunal clerk provide me with a copy after the close of this Hearing. The claimant confirmed that she was ready and willing to proceed with her case there and then at this Hearing.

10. She stated that she did not seek a postponement, to allow the respondents an opportunity to attend at a later date, and she did not want the case relisted, but to proceed that day.

11. There was no appearance by, or representation, for the respondents, and as they had not lodged any ET3 response defending the claim, and the clerk had tried, unsuccessfully, to call the respondents at the telephone number shown on the ET1 claim form, at section 2.2, against the respondents' details, I was not inclined to make any further enquiries, as the claimant had alerted me already, in her own oral submissions, to the terms of Ms Morrison's email of the previous day, and her reply to it, as copied to the Tribunal.

12. There was no correspondence from the respondents, to the Tribunal, after issue of the Default Judgment on 3 March 2020, and Notice of Remedy Hearing on 5 March 2020.. Neither item of correspondence had been returned to the Tribunal as undelivered, so the presumption of regular service, under **Rules 85 to 91**,applied, there being nothing to the contrary averred, or proven.

13. In these circumstances, I explained to the claimant, as an unrepresented, party litigant, that I had to decide how to proceed, and whether to proceed in the absence of the respondents, always bearing in mind the Tribunal's overriding objective, in terms of **Rule 2**, to deal with cases fairly and justly, including avoiding delay, and saving expense.

14. Having heard from the claimant, I decided to proceed in the absence of the respondents, having considered the information available, as per **Rule 47**, and so, in terms of **Rule 48**, I converted this Case Management Preliminary Hearing (itself converted from the listed Remedy Hearing, into a telephone conference call, solely on account of Covid-19 pandemic and Presidential Guidance) back into a Remedy Hearing to allow me to dispose of the case at this Hearing, and without the need to postpone / adjourn, and relist to another date.

15. In coming to that procedural decision about appropriate next steps, I had regard to the fact that the claimant was present, ready and willing to proceed, and that the respondents, who had not defended the claim, had failed to appear, or be represented, and no application had been made by them, or on their behalf, to postpone and relist the listed Hearing.

16. I was readily satisfied that they were aware of this Hearing date and time as it was set forth in the Notice of Remedy Hearing served upon them on 5 March 2020, and the subsequent email of 13 May 2020 from the Tribunal, and I also had sight of their MD, Ms Ashley Morrison's correspondence with the claimant the previous day, 25 May 2020, and the claimant's reply back to her, as copied to the Tribunal.

17. I also had regard to paragraph 12 of the **Presidential Guidance and Direction in connection with the Conduct of Employment Tribunal Proceedings during the Covid-19 Pandemic** (issued on 19, and amended on 24, March 2020) which provides as follows:

> ***"12. On occasion remedy hearings are fixed in cases where no ET3 has been submitted in a case and a liability only judgment has been issued under rule 21. When this happens it is often because the claimant is unrepresented and the Employment Judge forms the view that it will be easier and quicker to gather the information needed to make a remedy determination in person. However, the Covid-19 pandemic brings other factors into play, as already noted, such as risk and difficulty of travelling to hearing centres. In these circumstances, we would expect judges to start from the premise that they should normally gather the information they need to determine remedy by means of a telephone hearing and/or by sending written questions to a claimant, designed to elicit the required information."***

18. From the information provided by the claimant, in her email of 25 May 2020, it was clear that the respondents, through their MD, Ms Morrison, were aware of this case, and this Hearing, as the email correspondence showed. On 25 May 2020, at 09:02, Ashley Morrison had emailed the claimant stating as follows:

Hi Kirsty,

I haven't really been working so this email isn't something I keep on top of.

How much total? I don't have the amount to give you as a lump sum but if I offered £400 a month for 10 months, would this be acceptable? I think that is more than you are asking for but I understand I am asking for time to pay.

I don't have the email for acas, which is why I am emailing you direct.

Sorry for all the hassle I have caused you.

>

Ashley

19. The claimant replied to Ashley Morrison's email by a message sent to her, and copied to the Glasgow ET, on 25 May 2020, at 15:43, stating as follows:

Subject: Re: Amount

Hi Ashley (& Tribunal as required),

Thanks for getting in contact.

I have copied in the employment tribunal so you should have a copy of their email address should you not be able to see it from previous correspondence. Also details are below for future reference:

Email: glasgowet@justice.gov.uk
Case reference: 4100316/2020

The total compensation i am seeking, as per my schedule of loss (sent to both yourself and the tribunal) is £4,546.82.

As the hearing has been converted to a telephone conference call, if you haven't already, can you please let the tribunal know a suitable telephone number for you to attend the call tomorrow (26th May) at 2pm, where we can discuss going forward with a payment.

Thanks,

Kirsten

Discussion and Deliberation

20. Having decided to proceed with this Hearing, in the absence of the respondents, I then heard further from the claimant, and discussed with her the terms of her ET1 claim form, and its detailed paper apart, and the various documents which she had submitted to the Tribunal, on 21 May 2020, along with her Schedule of Loss, as copied to Ms Morrison for the respondents, which documentation I had pre-read in advance of the start of this Hearing.

21. As the material facts were not in dispute, given the respondents had not lodged any ET3 response to defend the claim, nor sought any extension of time to do so, nor sought a reconsideration of the **Rule 21** Default Judgment issued against them, on liability only, reserving remedy for a later Remedy Hearing, I sought to clarify with the claimant the sums she was seeking from

the respondents, noting that some had changed from what was indicated in her original ET1 claim form, and some of the calculations in her Schedule of Loss did not appear to have been properly calculated.

22. While the paper apart to the ET1 claim form referred to the respondents "***having failed to make payment of accrued salary, contrary to the National Minimum Wage Act 1998 and / or in contrary to contractual obligation"***, the claimant agreed with me, at this Hearing, that her entitlements were contractual, and her wages in excess of the national minimum wage, being at the rate of **£9.89** per hour.

23. While Ms Morrison's e-mail suggested that she was seeking an agreement with the claimant to pay by monthly instalments, rather than in a lump sum, the claimant advised me that she was seeking a Judgment against the respondents for full payment of all sums outstanding to her. She stated that she had received no payments to account from the respondents since these Tribunal proceedings started to date. Except where parties have so agreed, by a consent Order or Judgment under **Rule 64**, and the Tribunal thinks it fit to make such an order, the Tribunal orders payment of the amounts it finds the respondents are due to pay to the claimant.

24. In her ET1 claim form, the claimant had described herself as an accounts assistant, whose employment with the respondents had started on 22 February 2016, and ended on 15 November 2019. She stated that she worked a 35-hour week, for a gross monthly salary of £1,500 from the respondents. Her employment with the respondents having ended, the claimant stated that she had secured a new job, from 25 November 2019, earning £1,750 gross per month.

25. In section 9.2 of her ET1 claim form, the claimant stated that she was seeking the total amount of **£3,796.07** for all outstanding salaries from 1 August 2019 to 15 November 2019 (quantified at **£3,405.81** net), and holiday entitlement

accrued and not taken to final date worked, quantified at **£390.66**, plus compensation for constructive dismissal, and stress, both unquantified.

26. On 29 February 2020, she had emailed the Tribunal stating that she also sought to add a further sum of **£163.43** in respect of payments shown by the respondents to HMRC, stating that she had recently found out, via her personal tax account with HMRC, that "***a false payment has been processed through payroll and submitted to HMRC by RTI submission by Ashley Morrison – a basic payment of £50 has been processed and as a result also a refund of all tax paid throughout that tax tear (£113.43).***" The claimant sought to increase the sum sought from the respondents by £163.43. She stated that the £50 had not been paid to her, nor the £113.43 tax refund received by her either.

27. In her Schedule of Loss, dated 16 January 2020, as produced to the Tribunal, with her email of 21 May 2020, the claimant set out the amounts she was claiming from the respondents, as follows:-

Unpaid salary

I am seeking payment of all outstanding salaries for the period August 2019 to 15 November 2019. I also seek repayment of the amount submitted to HMRC via RTI submission which resulted in a tax refund. This payment, which resulted in a tax refund, was not paid to me.

Net August Salary outstanding:	£706.28
Net September salary outstanding:	£1,378.92
Net October salary outstanding:	£1,320.21
November payment:	£163.43

Total unpaid salaries **£3,568.84**

Holiday Pay

I also seek payment of holiday entitlement accrued but not taken.

My leave year: 1 January – 31 December

Amount of holiday accrued at termination: 198.14 hours

Amount of holiday taken: 170.75

Number of hours holiday owed: 37.5 (rounded up to the nearest 0.5)

Effective hourly rate of pay: £9.89

Total Holiday Pay **£271.98**

TOTAL UNPAID SALARY AND HOLIDAY PAY **£3,840.82**

Unfair Dismissal

Basic Award

Effective Date of Termination (EDT)	01.11.2019
Age at EDT	23
Number of years' service at EDT	3
Statutory week's pay	£304

1.5 weeks x £304 **£456**

In calculating this I used only 2 years of service as my first 2 years were part time, so felt it was reasonable to reduce these to count as 1 year together. I calculated my week's pay based on the net salary of the final month worked (£1,320.21 / 4.33weeks).

Loss of Statutory Rights

As I will have to work two years to regain protection from unfair dismissal, I believe it would be appropriate to award £250 to reflect my loss of statutory rights.

28. I noted that the outstanding salaries from August to November 2019 were now **£3,568.84**, the additional item from the time of the ET1 being the sum of **£163.43** for November, the August, September and October 2019 sums for unpaid salary being as previously stated, totalling **£3,405.41**.

29. I am satisfied that the sum of **£3,405.41** is properly due and payable to the claimant from the respondents, as vouched by payslips from the respondents produced by the claimant, for August and October 2019 only, and her bank statements showing sums paid to her by the respondents between 12 August and 13 September 2019. At this Hearing, the claimant told me that while the respondents, as per HMRC, seem to have referred to a payment to her of £50, and a tax refund of £113.43, she got no such payments from the respondents, and she never received any payslip from the respondents showing £50. The claimant should raise these matters with HMRC direct.

30. For holiday pay, in the ET1 claim form, the claimant had sought **£390.66**, being 39.5 hours @ £9.89 per hour, being based on entitlement to 198.14 hours, less 158.75 hours taken, leaving balance of 39.5 hours. In the Schedule of Loss, the amount claimed was now stated to be **£271.98**. The claimant had recalculated the hours taken as 170.75, but wrongly calculated the hours owed as **37.5**, when 198.14 minus 170.75 equals 27.39 which, when rounded up to the nearest 0.5 gives **27.5**, which when multiplied by £9.89 per hour, equals the £271.98 as stated. I am satisfied that the claimant is due the outstanding amount of **£271.98.**

31. After this Hearing, the claimant provided a copy of her resignation letter, sent to the respondents on 15 November 2019, at 5:27pm, by email to Ashley Morrison, which email the claimant forwarded to the Tribunal on 26 May 2020, at 14:52, for my attention. It reads as follows:

Dear Ashley,

Please accept this letter as formal notification of resignation from my position as Accounts Assistant within AEM Consulting (Central) Limited, effective immediately. I apologise for the short notice.

I am thankful for the support and opportunities I have been given over the past four years working with AEM, as well as your friendship. I wish you all the best in the future.

Yours sincerely,

Kirsten Young

32. She also enclosed copy of a resignation follow up message, emailed on 18 November 2019, at 14:09, asking Ashley Morrison to ***"send me across my P45 as soon as possible"***, and asking her to get in contact to discuss various matters, including her wages. The copy email produced to the Tribunal was sent by the claimant to herself, so I am not satisfied that it was emailed to Ashley Morrison, the respondents' director, although the claimant clearly had emailed Ms Morrison on 15 November 2019. No copy P45 was provided to the Tribunal by the claimant, the Tribunal understanding that none had been issued to her by the respondents.

33. As the claimant only was present at this Hearing, I had no opportunity to hear from the respondents, nor did Ms Morrison give any written representations about the amounts sought by the claimant in her Schedule of Loss, intimated on 21 May 2020. The claimant's statements to me at this Hearing were

generally consistent with what was in her ET1 claim form, and the sums sought in her Schedule of Loss were explained by her, and by cross-referenced to documents provided by her, and copied to the respondents, as produced by her to this Tribunal.

34. On the matter of unfair dismissal, I was satisfied, having heard from the claimant, that she had been unfairly constructive dismissed by the respondents, contrary to **Sections 94 to 98 of the Employment Rights Act 1996,** on account of their repeated failure to pay her properly due and payable wages from 1 August to 15 November 2019. The claimant produced to the Tribunal, as part of the supporting documentation lodged, along with her Schedule of Loss, texts and emails between her and Ashley Morrison, the respondents' MD. These catalogued the claimant's repeated, but unsuccessful attempts to secure payment of her unpaid salary, as narrated in the paper apart to the ET1 claim form presented to the Tribunal.

35. In respect of that unfair dismissal by the respondents, the claimant's Schedule of Loss sought a basic award for unfair dismissal;, as also a separate award for loss of statutory rights, but no sum was sought in respect of any other compensatory award for the claimant.

36. At this Hearing, the claimant advised me that in preparing her Schedule of Loss, she had researched matters using the Citizens Advice Scotland online template and guidance about valuing a Tribunal claim, to which she had been signposted by the Tribunal, on 15 May 2020, further to her email of 13 May 2020 seeking advice from the Tribunal about what documents she should provide for the Remedy Hearing.

37. In her Schedule of Loss, I noted that she had given 1 November 2019 as the effective date of termination of her employment, and I queried that with her, given the ET1 claim form had stated that her employment with the respondents had ended on 15 November 2019. In reply, the claimant stated

that she had resigned on 15 November 2019, but her last day at work had been 1 November 2019.

38. Further, I asked the claimant about the basis on which she had calculated her length of continuous employment with the respondents, and why she had shown her week's pay at **£304**. In calculating her basic award, the claimant stated that she had used only 2 years of service as her first 2 years were part time, so she felt it was reasonable to reduce these to count as 1 year together. She further stated that she had calculated her week's pay based on the net salary of the final month worked (£1,320.21 / 4.33weeks).

39. Specifically, at this Hearing, the claimant advised me that while she had not been able to locate her employment contract with the respondents, she recalled that she had received a draft contract of employment, when she was part-time with the respondents, and she remembered getting a contract at that time, via her work e-mail, but not after her hours increased to full-time, 35 hours per week, as from June 2019.

40. Based on a start date of 22 February 2016, and an end date of 15 November 2019, I was satisfied that the claimant had **three complete years of continuous employment** with the respondents, and that her basic award for unfair dismissal should be computed on that basis, as per her entitlement in terms of **Section 119 of the Employment Rights Act 1996**.

41. As at the effective date of termination, the claimant (DoB: 3 May 1996) was aged **23 years**, giving her a **2 weeks entitlement** for the purposes of a basic award, rather than the **1.5 weeks** that the claimant had used in her own calculation. While she had calculated her week's pay as being **£304**, that was in error, and I calculated a week's gross pay as being **£346.15** (being £1,500 gross per month, multiplied by 12, and then divided by 52). On that basis, I have calculated her basic award payable by the respondents as being **£692.30**.

42. The claimant sought no compensatory award, in terms of **Section 123 of the Employment Rights Act 1996**, other than her claim for **£250** in respect of

loss of statutory rights. She advised me that she had inserted that amount as it was the figure shown in the CAB template Schedule of Loss. While that may be so, Tribunals award a token amount in this respect, which usually equates to about one week's gross wages. As such, I have decided to award the claimant the rounded-up sum of **£350** for loss of statutory rights.

43. At this Hearing, the claimant advised me that as she had secured new employment, as an accounts assistant, with another company, paying her more than she had received while employed by the respondents, namely **£1,750** per month gross, compared to **£1,500**, she was not seeking any award for past loss of earnings between 15 and 25 November 2019. As her last day working for the respondents was said by her to be 1 November 2019, the claimant further stated to me that she did not expect to be paid for no work done for the respondents between 1 and 15 November 2019.

44. In these circumstances, I have awarded the claimant a total monetary award of **£1,042.30**, being her basic award of **£692.30**, plus **£350** for loss of statutory rights. As the claimant advised the Tribunal that she was not in receipt of any State benefits after termination of her employment with the respondents, but she secured new employment with another employer, which employment is continuing, I note and record here that recoupment, under the **Employment Protection (Recoupment of Benefits) Regulations 1996**, does not apply to this monetary award.

Reserved Judgment

45. In closing the Hearing, at just after 2.30pm, I advised the claimant that I was reserving Judgment, for private deliberation upon the various documents produced by her vouching the sums she sought from the respondents, and that a copy of the Judgment would be sent to her and to the respondents too, and they would have a period of 14 days to apply for a reconsideration, if they felt the Tribunal should be invited to reconsider this judgment on the basis that the interests of justice made that necessary.

46. I explained to the claimant that as the respondents were not in attendance, nor represented at this Hearing, despite being aware of it, although they had not lodged an ET3 response defending it, it is possible they might seek a reconsideration, which is open to any party under **Rule 70**. At this Hearing,in the absence of a representative, and no communication from them, or anyone on her behalf, to the Tribunal Office, there was no motion by, or on the respondents' behalf, for a postponement to a later date, and there were no written representations from them.

Intimation to Registrar of Companies, Edinburgh

47. In writing up this Judgment, I have instructed the clerk to the Tribunal to send a copy of this Judgment to Companies House, Edinburgh, for information, and consideration by the Registrar in respect of the any pending application by the respondents for strike-off from the Register of Companies.

48. An online search against the respondent company's name shows, at the overview page, that the company is "***Active – Active proposal to strike off"***, but it also shows, within the online record, a First Gazette notice for compulsory strike-off, dated 26 November 2019, and, on 11 February 2020, an entry stating compulsory strike-off action has been temporarily suspended under **Section 1000 of the Companies Act 2006** as an objection to the striking off has been received by the Registrar.

49. It is assumed by the Tribunal that that objection was that made by the claimant in these Tribunal proceedings against these respondents. At this Hearing, the claimant stated that she had written to Companies House, after ACAS early conciliation, but she had not told them about the **Rule 21** Default Judgment issued in her favour by the Tribunal on 3 March 2020.

Employment Judge: Ian McPherson
Date of Judgment: 06 July 2020
Entered in register: 13 July 2020
and copied to parties