



EMPLOYMENT TRIBUNALS

Claimant: Mr R Rogers

Respondent: Pipetawse Limited (in Administration)

CERTIFICATE OF CORRECTION **Employment Tribunals Rules of Procedure 2013**

Under the provisions of Rule 69, the Judgement sent to the parties on 15 September 2021, is corrected as set out in block type at paragraph 6 below.

Employment Judge Shore

1 October 2021

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.



EMPLOYMENT TRIBUNALS

Claimants: Mr Robert Rogers [First claimant]
Mr Colin David Mordue [Second claimant]

Respondents: Pipetawse Limited (in administration)

Heard: Remotely (by video link) **On:** 27 August 2021

Before: Employment Judge S Shore

Appearances

For the claimants: Ms R Griffith, Solicitor
For the respondent: No Appearance

JUDGMENT

1. The judgment of the Tribunal is that the first claimant, Robert Rogers' complaint that the respondent failed to comply with a requirement of section 188 or section 188A of the Trade Union and Labour Relations (Consolidation) Act 1992 is well-founded. The Tribunal orders the respondent, by way of protective award under section 189(3) of the 1992 Act, to pay Robert Rogers, who was dismissed for redundancy on 6 April 2020, remuneration for the period of 90 days beginning on 6 April 2020.
2. The protected period is from 6th April 2020 to 5th July 2020.
3. The Employment Protection (Recoupment of Jobseekers Allowance and Income Support) Regulations 1996 applies. Regulation 6 imposes on the respondent a duty to provide information to the Secretary of State. Regulation 7 postpones this award in order to enable the Secretary of State to serve a recoupment notice under Regulation 8.
4. The first claimant, Robert Rogers' claim for breach of contract (underpayment of notice pay) is well-founded and succeeds. The respondent will pay Robert Rogers the sum of £168.56 gross (before deduction of tax and National Insurance).
5. The first claimant, Robert Rogers' claim for breach of contract for underpayment of redundancy pay, being the difference between his contractual entitlement calculated at his usual gross weekly pay and the amount calculated and paid

by the Insolvency Service capped at £538 per week, is well-founded and succeeds. The respondent will pay Robert Rogers the sum of £1,974.60.

6. The first claimant, Robert Rogers' claims of unfair dismissal and unauthorised deduction of wages (failure to pay **holiday** pay) are dismissed upon withdrawal.
7. The second claimant, Colin David Mordue, failed to appear at this hearing to give evidence and had filed no witness statement, so all his claims are dismissed.

Note: This has been a remote hearing. The parties did not object to the case being heard remotely. It was not practicable to hold a face to face hearing because of the Covid19 pandemic.

Employment Judge Shore
27 August 2021

Sent to the parties on:

15 September 2021
For the Tribunal Office:

Miss K Featherstone

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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.