EMPLOYMENT TRIBUNALS

Claimant: Mr L Morrison

Respondent: Fairway Lodge Limited

Heard at: Manchester **On:** 11-12 October 2021

Before: Employment Judge Slater
(sitting alone)

REPRESENTATION:

Claimant: Ms A Gorse, Solicitor, Silverdale Solicitors
Respondent: Ms E Evans-Jarvis, Solicitor, Peninsula UK

JUDGMENT

1. The claimant had eight years' continuous service when dismissed and is entitled to bring a complaint of unfair dismissal.

2. The complaint of unfair dismissal is well-founded.

3. The claimant was entitled to be paid a statutory redundancy payment based on eight years' service.

4. The respondent was in breach of contract by dismissing the claimant without eight weeks' notice.

5. The complaint of unauthorised deduction from wages is dismissed on withdrawal by the claimant.

6. By consent, the respondent is ordered to pay to the claimant the sum of £9,500 in settlement of all his successful complaints.

REASONS

Claims and Issues

1. The parties had agreed a List of Issues. Ms Gorse informed me that the claimant withdrew the complaint of unauthorised deduction from wages in respect of unpaid wages for April 2020. The agreed List of Issues omitted, in error, the complaints of breach of contract and entitlement to a statutory redundancy payment. With those additions, the issues for the Tribunal to consider were as follows:

Unfair Dismissal

(1) Was there a relevant transfer under regulation 3(1)(a) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 when the respondent took over Fairways Lodge Hotel in October 2018?

(2) If so, did the claimant have the requisite length of continuous employment with the respondent to allow him to present an unfair dismissal claim?

(3) If so, what was the reason for dismissal? Was the reason redundancy or not?

(4) If redundancy, did the respondent follow a fair procedure or not?

(5) If so, did the respondent act reasonably or unreasonably?

Breach of Contract

(6) It is agreed that the claimant was dismissed.

(7) What was the claimant's continuous service and, therefore, what was the notice period to which he was entitled?

Redundancy Payment

(8) What was the claimant's continuous service? If he had at least two years' continuous service, the respondent agrees that he was entitled to a statutory redundancy payment.

The Facts

2. The claimant was employed at the Fairways Lodge Hotel in Prestwich, Manchester, from 1 August 2012. The Fairways Lodge is a hotel and leisure club with accommodation, sports facilities, banqueting facilities, conference facilities, a bar and a restaurant. At the time the claimant was employed there were around 30-50 people employed at the hotel and leisure club.

3. The claimant began his employment as a night porter. However, he was unfortunately on duty when there was an armed robbery at the hotel. He subsequently changed job roles to being a full-time bar person. This was the role

he held, working 37 hours per week, at the time when the claimant argues there was a TUPE transfer of the hotel business to the respondent.

4. The claimant had, on one occasion, worked a shift at another hotel owned by the Mcloughlin family, the Old Stone Trough, but this was a one-off.

5. The claimant believes he was employed until September 2018 by Mr Stephen Mcloughlin. However, it appears to me from the claimant's evidence that he may not appreciate the difference between being employed by a company, of which an individual may be an owner and/or director, and being directly employed by an individual. I accept that the claimant was never informed that, prior to Mr Chohan's involvement, his employer had changed.

6. The claimant produced in evidence a copy of a written contract relating to his employment prior to his employment by the respondent, which was dated 13 February 2013. There was no earlier date recorded for the start of continuous service. If the name of the employer was on this contract, it was not legible on the copy in the bundle and it appeared no-one had the original to be able to see whether the name was legible. I note that the terms of the contract refer to a company as the employer. The claimant said this was the only written contract he had been given prior to the contract issued by the respondent.

7. The claimant was paid by a variety of companies owned by the Mcloughlin family. For a substantial period, he was paid by a company called Istay Hotels Limited. This company was dissolved on 4 July 2017. The claimant was then paid by a company called Stratton Holdings Limited. This company was dissolved on 4 September 2018. However, a payslip in the name of Stratton Holdings Limited was issued to the claimant dated 5 October 2018. This has not been explained, and there is no bank transfer in the name of that company or any other around that date. The last bank transfer in the name of Stratton Holdings Limited was on 14 September 2018 for £260.88.

8. The identity of a legal entity paying an employee's wages is of evidential value in identifying the employee's employer, however it is not conclusive evidence.

9. The owner and director of Stratton Holdings Limited was Christopher Mcloughlin, the son of Stephen McLoughlin. The evidence on the identity of the employer of the claimant prior to Mr Chohan's involvement is far from clear. If it is necessary to make a finding of fact about this, I find on the balance of probabilities, based on the name on the most recent payslips and the paying company, that it was Stratton Holdings Limited. Whether or not this is correct, I find that the claimant was employed by the legal entity which ran the Fairways Lodge up to 4 September 2018.

10. Stephen Mcloughlin held the lease on the hotel building. The landlord was Mereford Developments Limited. It appears there was some dispute between Stephen Mcloughlin and the landlord of the premises. Mr Chohan had some discussions with Stephen Mcloughlin about taking over the lease on the property. These did not result in an agreement. I find that Mr Chohan did not pay Mr Mcloughlin for the hotel business.

11. Mr Mcloughlin left the premises on 4 September 2018. Before he left, Mr Mcloughlin removed various items of value from the hotel, including some gym

equipment, sunbeds, mattress toppers, mattresses, TVs, wardrobe and equipment from the kitchen and dining room. Mr Mcloughlin invited some staff to go to work for him at another hotel, The Old Stone Trough, operated by him. Some staff took up this invitation. A majority of staff remained working at the Fairways Lodge Hotel.

12. Mr Chohan began running the hotel almost immediately Mr Mcloughlin left. Mr Chohan gave evidence that this was 4 September 2018. Mr Pridding, the General Manager, gave evidence that Mr Chohan took over earlier than expected due to Mr Mcloughlin essentially doing a midnight flit, and that Mr Chohan and Mr Pridding had an emergency meeting with staff the next day. Mr Chohan understands that Mr Mcloughlin refused to surrender his lease. There was what Mr Chohan described as an informal lease which allowed him to operate the hotel until a new formal lease could be granted in September 2019.

13. The respondent company was not incorporated until 9 October 2018. Mr Chohan agreed in evidence that he employed the claimant from 5 September 2018. The claimant was not issued with a written contract of employment by the respondent until 1 April 2019. This contract incorrectly, on either party's account of events, recorded the start of continuous employment as being 1 April 2019.

14. The respondent, whether intentionally or not, gave a misleading impression in its response and in Mr Chohan's witness statement as to when Mr Chohan started running the hotel. Both the response and the witness statement were drafted by the respondent's professional advisers. Paragraph 1 of the response refers to Mr Chohan taking over the lease for Fairways Lodge Limited on 6 September 2019. The response makes no reference to the informal lease that preceded this. Mr Chohan's witness statement is written in similar terms. The response and Mr Chohan's witness statement incorrectly state that the claimant was employed by the respondent from 1 April 2019 when, on Mr Chohan's oral evidence at this hearing, the claimant was employed by the respondent company from its incorporation in October 2018 and was employed at the hotel by whatever legal entity Mr Chohan was using to run the hotel from 4 September 2018, before incorporation of the respondent company.

15. Since I have heard no evidence of any corporate entity used by Mr Chohan other than the respondent company, I find as a fact that Mr Chohan personally ran the hotel as a sole trader from 4 September 2018 and was the claimant's employer from that date until the incorporation of the respondent company on 9 October 2018 or shortly after the incorporation. I find that the claimant's employment was transferred to the respondent company from the employment of Mr Chohan on or shortly after 9 October 2018.

16. I have not needed to draw any inferences adverse to the respondent from the misleading, and in places inaccurate, information in the response and Mr Chohan's witness statement in making relevant findings of fact, so I do not do so.

17. The claimant said he was paid some wages in cash before he started receiving payment by bank transfer from the respondent company, the first payment of which was made on 9 November 2018. Mr Chohan disputes that any payments were made in cash. Mr Pridding said he was not paid in cash and Ms Greenhalgh did not recall receiving any payments in cash. I have not found it necessary to make

a finding of fact as to whether Mr Chohan did, in fact, make any cash payment to the claimant.

18. The claimant was on holiday from 5 to 19 September 2018. When he returned, he carried on working at the hotel.

19. As previously noted, Mr Chohan and Mr Pridding, the General Manager, had a meeting with all staff the day after Mr Mcloughlin had left the hotel. Mr Chohan told staff that they could carry on working at the hotel for him. He advised them that they had to chase the old owners for any outstanding monies owed, holidays and taxes deducted but not paid to HMRC. Mr Chohan told staff that, if they wanted to leave to go to work for Mr Mcloughlin, they were free to go. Approximately 20 staff attended the meeting and a couple left to go to work for Mr Mcloughlin. The remainder stayed working at the hotel.

20. Mr Chohan discovered that there was no alcohol licence for the hotel. The bar could not open until a new licence was obtained, which was done by the beginning of November 2018, other than for a small number of private functions.

21. Although Mr Mcloughlin had taken various items from the hotel, there were still hotel rooms sufficiently equipped for guests to stay. The hotel continued to have guests staying. Guests who had pre-booked but not paid had their bookings honoured if they wished to stay. Guests who had pre-paid were told that they would have to seek reimbursement from the previous owner or, if they had booked using a credit card, from their credit card provider. For a period, the hotel did not provide breakfast or other dining facilities to guests.

22. The hotel makes much of its income from functions. Some people who had booked functions for periods after 4 September 2018 cancelled their bookings, but others went ahead with their functions. Mr Chohan dealt with bookings on an individual basis. Where the guests had paid a deposit, they were told that they would have to seek reimbursement of this from the previous owners or their credit card provider. However, Mr Chohan, in some cases, offered discounts against future spending in an effort to retain the goodwill of the local community. The gym and leisure centre continued to operate on a reduced basis having had some of its equipment stripped out by Mr Mcloughlin.

23. In March 2020, the hotel was closed in accordance with coronavirus laws. All the staff except Mr Pridding, who moved into the hotel for security purposes, were sent home. Staff were subsequently given the option of coming back to work or going on furlough. The claimant went on furlough and did not return to work before his dismissal in August 2020.

24. For around eight weeks, the hotel housed homeless people. After that, only key workers and a few other categories of people were allowed to stay at the hotel in accordance with coronavirus laws.

25. Hotels were to be allowed to reopen more generally from early July 2020. At the end of June 2020, the claimant went for a back to work meeting with Mr Pridding, who explained that there would be a staged reopening following renovations to the bar. Mr Pridding stated that hours would be reduced, and the claimant would be expected to work different roles in the hotel until the bar was reopened.

26. I am not clear from the evidence I heard whether, and if so to what extent, the hotel reopened prior to the claimant's dismissal. However, I am aware that, at the end of July 2020, new local restrictions were imposed in the Greater Manchester are which meant that hotels could not take guests other than the exceptional categories of guests referred to previously.

27. I accept Mr Chohan's evidence that the hotel lost a significant amount of income during closures because of the pandemic. I accept that, at the time the decision was taken to make the claimant redundant, the respondent was expecting the furlough scheme to end in the autumn.

28. The claimant was the only employee employed to work full-time in the bar. There were around ten employees, including the claimant, who worked in the bar at various times. The other employees were part-time or casual employees. Some employees did bar work as well as working in other jobs, for example in reception or in the office.

29. I find that Mr Chohan and Mr Pridding decided to dismiss the claimant because they did not need a full-time bar person anymore. With the various uncertainties about when the business would be able to go back to normal operation, any work needed on the bar could be covered by staff who also carried out other duties or by casual staff. The respondent did not select the claimant for redundancy from a pool of employees including employees carrying out other functions. He was regarded as being in a pool of one.

30. The claimant was asked to attend a meeting with Mr Pridding on 6 August 2020. He was informed at this meeting that he would be made redundant as there was no need for a full-time member of staff on the bar anymore. There was no discussion about alternative work. He was not asked at this meeting whether he would be prepared to work as a night porter. The claimant was given a letter dated 6 August 2020 from Mr Pridding. This informed the claimant that his employment with the respondent would end on 7 August 2020. Mr Pridding wrote that the claimant's employment had been terminated and that there was no longer a requirement for a full-time member of staff on the bar due to the current business climate as a result of COVID-19. Mr Pridding wrote that the claimant was entitled to one week and two days' notice pay and 1.6 days holiday pay but informed him that, as a gesture of goodwill and thank you for his loyalty of service, they would continue to pay him in full to the end of August as well as two days' holiday pay.

31. The claimant wrote to Mr Chohan in response to the letter of 6 August 2020. He wrote that he had sought advice from ACAS and had been advised that, since he had eight years' service, he was entitled to a statutory redundancy payment and eight weeks' paid notice. The claimant also raised the issue of pay for the month of April but, since the claimant has withdrawn his claim in respect of unpaid wages, there is no need for me to make any further findings of fact in relation to this.

32. Mr Chohan replied to the claimant's letter on 20 August 2020. He wrote that the claimant had been employed by the respondent for under two years and there was no transfer of employment, so no redundancy payment was due. Mr Chohan referred to the contract of employment which he wrote clearly showed the date the claimant's employment started with the respondent.

33. The claimant's employment ended on 7 August 2020. He was paid for three weeks in lieu of notice. He was not paid a statutory redundancy payment.

34. The claimant notified ACAS under the early conciliation process on 24 August 2020, and the certificate was issued on 15 September 2020. He presented his claim to the Tribunal on 25 September 2020.

35. Some other employees had meetings with Mr Pridding about possible redundancies. I was told that some employees left. I was not told whether other employees were dismissed by reason of redundancy at the same time as the claimant or at a later date. There is no evidence that the respondent employed another full-time bar person after dismissing the claimant.

Submissions

36. I heard oral submissions from both parties. I summarise their arguments.

37. Ms Gorse, for the claimant, submitted that there was a relevant transfer between the claimant’s previous employer and Mr Chohan in September 2018. She commented that it was difficult to understand why the respondent said there was no relevant transfer. Mr Chohan gave evidence that he was running the hotel from 4 September 2018 and had an informal lease. He gave evidence that the claimant was employed from 4 September 2018. The respondent no longer pursued the argument that the claimant was an agency worker. Most employees stayed working at the hotel. Some of the furniture, fixtures and fittings continued to be used; the hotel and leisure facilities remained open to guests. The hotel remained Fairways Lodge. It continued in business, albeit on a reduced basis. The activities were the same before and after the transfer: the provision of rooms and leisure facilities. In accordance with **Whitewater**, the absence of a contract between the transferor and transferee was not determinative.

38. Ms Gorse submitted that there was insufficient evidence that the reason for dismissal was redundancy. The hotel did not close; it took rough sleepers. Mr Pridding confirmed that a newly refurbished bar opened in August, after the claimant’s dismissal. Ms Gorse questioned why the claimant was dismissed when many employees remained on furlough. In relation to reasonableness of the dismissal, Ms Gorse pointed to the lack of any formal consultation. She submitted there were no fair criteria or pool for selection. No alternative role was offered at the time.

39. If the claimant had continuous employment, he was entitled to a statutory redundancy payment and notice.

40. Ms Evans-Jarvis, for the respondent, went through the history of the various companies connected to the Mcloughlins. She suggested that, after being employed by various other companies, the claimant and other employees were transferred to the employment of Stratton Holdings Limited, even though they were not informed of this. Stratton Holdings was dissolved on 4 September 2018. She submitted that, at that stage, if not before, all employees working in the hotel were made redundant. Ms Evans-Jarvis submitted that there was no viable economic entity at this time. There was, therefore, no TUPE transfer. The respondent purely took on a lease and engaged staff who had been made redundant a month prior to the respondent’s

involvement. The claimant did not, therefore, have the requisite continuous employment.

41. I put to Ms Evans-Jarvis that a TUPE transfer could be effected by a series of transactions and asked why she said this was not the case here. She argued that the sequence of events was fractured by the fact that the hotel and the business were two very separate entities. The business never owned the hotel. The outgoing business had no rights over the property. In other cases, the companies still had property.

42. Ms Evans-Jarvis submitted that the claimant's employment with the respondent began in October 2018 with the incorporation of the respondent company. Even if his employment began in September, he did not have the requisite 2 years' continuous employment.

43. Ms Evans-Jarvis submitted that the respondent did not need a full time bar person with the limited reopening of the hotel after closure.

44. When the claimant was dismissed, he did not have the requisite 2 years' service to be entitled to a statutory redundancy payment and he was paid for his full notice requirement.

45. Ms Evans-Jarvis had provided the Tribunal with a copy of an employment tribunal decision in a case dealing with regulation 8(7) of TUPE. I asked whether the respondent sought to make any argument relating to regulation 8(7), this not having been pleaded or identified in the list of issues. Ms Evans-Jarvis said the respondent did not and agreed this case had no relevance.

The Law

46. An employee must have at least two years' continuous employment to have the right to claim "ordinary" unfair dismissal under section 98 of the Employment Rights Act 1996, which is the type of unfair dismissal with which we are concerned in this case. An employee must also have two years' continuous employment to be entitled to be paid a statutory redundancy payment if dismissed by reason of redundancy.

47. The parties agreed that the claimant's entitlement to claim unfair dismissal or to be entitled to a statutory redundancy payment depends on whether his employment transferred to the respondent by operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006, so that his service prior to his employment with the respondent counts as continuous service.

48. There is a statutory presumption of continuity which is contained in section 210(5) of the Employment Rights Act 1996. The length of the notice of termination to which the claimant was entitled also depends on his length of continuous service.

<u>Transfer of Undertakings</u>

49. The relevant law on transfer of undertakings is contained in the Transfer of Undertakings (Protection of Employment) Regulations 2006. These have the effect that the employment of someone employed in an undertaking or business

immediately before a relevant transfer of that undertaking or business, or part of an undertaking or business, is transferred to the transferee of that undertaking or business. We are not concerned in this case with the provisions dealing with service provision changes.

50. Regulation 3(1)(a) provides that there is a relevant transfer of an undertaking, or part of an undertaking, where there is the transfer of an economic entity which retains its identity. "Economic entity" is defined by regulation 3(2) as an organised grouping of resources which has the objective of pursuing an economic activity whether or not the activity is central or ancillary.

51. The EAT in **Cheesman and Others v R Brewer Contracts Ltd** EAT/909/98 set out guidelines to assist in determining what amounts to a relevant transfer. They agreed with the EAT in **Whitewater Leisure Management Ltd v Barnes** [2000] ICR 1049 that it is normally best and clearest for a Tribunal to deal first with the question of whether there was a relevant and sufficiently identifiable economic entity, and then proceed to ask and answer whether there was a relevant transfer of any such entity.

52. The **Cheesman** guidelines for determining whether there is an economic entity in existence are as follows. There needs to be a stable economic entity which is an organised grouping of persons and assets enabling or facilitating the exercise of an economic activity that pursues a specific objective. There is an exception if the activity is limited to performing one specific works contract but that is not relevant for this case.

53. In order to be such an undertaking, it must be sufficiently structured and autonomous but will not necessarily have significant tangible or intangible assets. In certain sectors, such as cleaning and surveillance, the assets are often reduced to the most basic and the activity is essentially based on manpower. An organised grouping of wage earners who are specifically and permanently assigned to a common task may, in the absence of other factors of production, amount to an economic entity. An activity is not of itself an entity: the identity of an entity emerges from other factors such as its workforce, management, staff, the way in which its work is organised, its operating methods and, where appropriate, the operational resources available to it.

54. A business transfer can occur in a wide variety of ways. There does not have to be an ordinary sale of the business conducted between vendor and purchaser. Regulation 3(6) provides that a relevant transfer may be effected by a series of two or more transactions. An example was in the Daddy's Dance Hall where IC's lease of a restaurant bar was terminated by the landlord, PT, which thereafter concluded a new lease with DDH. The ECJ held that the fact that the transfer of the restaurant from IC to DDH took place in two phases, first from IC to PT and then from PT to DDH, did not exclude the applicability of the Acquired Rights Directive. The Transfer of Undertakings Regulations are the mechanism by which that directive was transposed into domestic law in the UK.

Unfair Dismissal

55. The law in relation to unfair dismissal is contained in the Employment Rights Act 1996. Section 94(1) of that Act provides that an employee has the right not to be unfairly dismissed by his employer.

56. Fairness or unfairness of the dismissal is determined by application of section 98 of the 1996 Act. Section 98(1) of the 1996 Act provides that in determining whether the dismissal of an employee is fair or unfair, it is for the employer to show the reason for dismissal and, if more than one, the principal one and that it is a reason falling within section 98(2) of the 1996 Act, or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held. Redundancy is one of the potentially fair reasons for dismissal.

57. Section 98(4) provides that where the employer has fulfilled the requirements of subsection (1) the determination of the question whether the dismissal is fair or unfair, having regard to the reason shown by the employer, depends on whether in the circumstances, including the size and administrative resources of the employer's undertaking, the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and this shall be determined in accordance with equity and the substantial merits of the case.

58. In considering the reasonableness or unreasonableness of a dismissal the Tribunal must consider whether the decision to dismiss was in the band or range of reasonable responses.

59. Factors the Tribunal will usually consider in deciding whether a dismissal for redundancy was fair are:

(1) Whether the respondent adequately warned and consulted the claimant;

(2) Whether the respondent adopted a reasonable selection decision, including its approach to a selection pool and any scoring within the pool;

(3) Whether the respondent took reasonable steps to find the claimant suitable alternative employment; and

(4) Whether dismissal was in the range of reasonable responses.

Breach of Contract

60. If the employee was not in fundamental breach of contract, the contract can only be lawfully terminated by the giving of notice in accordance with that contract or, if the contract so provides, by a payment in lieu of notice. The amount of notice given must not be less than statutory minimum notice, which is one week for each completed year of service up to a maximum of 12 weeks.

Conclusions

61. The respondent accepted that, in relation to any changes of employer during the claimant's employment at the hotel prior to 4 September 2018, the claimant had continuity of service. In any event, the presumption in favour of continuity would have led me to reach that conclusion.

62. The hotel continued in operation after 4 September 2018 under the direction of Mr Chohan, without a break, albeit with some limitations. The lack of a bar licence meant that not all functions could go ahead until a new licence was obtained in

November 2018. There was a break in provision of dining facilities. The gym was limited in its operation due to loss of some equipment. However, the hotel remained open, taking guests who stayed in rooms and there were people using its gym and leisure facilities.

63. I conclude that there was a stable economic entity consisting of the provision of hotel rooms and leisure facilities which operated before and after 4 September 2018. There was a group of staff who worked in the hotel and leisure facilities before and after 4 September 2018. The business continued to have the use of the hotel building, under an informal lease initially, and the fixtures and fittings and furniture and other equipment left in the premises. Although some furniture and equipment were removed by Mr Mcloughlin, enough remained for the hotel and leisure facilities to continue to function, albeit with some limitations.

64. I conclude that there was a relevant transfer initially either from Stratton Holdings Limited to Mr Chohan directly, or by a transfer to the landlord and then by the landlord to Mr Chohan, all taking place on 4 September 2018. The transfer was not to the respondent company at this stage since the respondent company was not incorporated until 9 October 2018. However, I conclude that there was then a further relevant transfer of the economic entity from Mr Chohan to the respondent company on or shortly after 9 October 2018.

65. I conclude that the series of transfers operated to transfer the claimant's employment first to Mr Chohan and then to the respondent company. His continuity of service was preserved from the start of his employment at the hotel on 1 August 2012 until his dismissal which took effect on 7 August 2020. I reject the respondent's argument in submissions that the fact that the hotel was owned by a third party and leased out prevents in some way there being a relevant transfer in this case.

66. I conclude, therefore, that the claimant has the right to claim unfair dismissal and was entitled to be paid a statutory redundancy payment.

67. I turn next to the fairness of the dismissal. I conclude that the claimant was dismissed by reason of redundancy. The respondent decided that they did not need a full-time bar person given the uncertainties about when they would be able to operate the bar in the way they had done pre-pandemic. No other motive for the claimant's dismissal has been suggested.

68. The respondent selected the claimant from a pool of one. I conclude that it was within the band of a reasonable process to use a pool of one since the claimant was the only permanent employee who worked only in the bar, rather than using a wider pool including employees who did other duties, even though the claimant could have done some of these duties.

69. The claimant was informed that he was being dismissed without any prior consultation. The claimant should have been given an opportunity to suggest any possible alternatives to being made redundant, for example reducing his hours or carrying out other duties. I conclude that the process used was not, in this respect, within the band of a reasonable process.

70. I conclude, for the reasons I have given, that the complaint of unfair dismissal is well-founded.

71. I turn next to the matter of the statutory redundancy payment. As the respondent accepted, since the claimant has more than two years' continuous employment and was dismissed by reason of redundancy, he was entitled to be paid a statutory redundancy payment. This is to be calculated in accordance with the statutory formula based on eight years' continuous service.

72. Finally, I turn to the complaint of breach of contract in respect of notice. There is no suggestion that the respondent was entitled to dismiss the claimant without notice. The claimant had eight years' continuous service when dismissed so was entitled to eight weeks' notice. He was paid in lieu of three weeks. The respondent was therefore in breach of contract by dismissing the claimant without the full period of notice to which he was entitled.

Remedy

73. I dealt with liability first and gave judgment on this. We then had an adjournment, during which I invited the parties to speak to each other, to discuss which areas in relation to remedy were in dispute and needed to be considered by the Tribunal. After the adjournment, the parties informed me that they had reached settlement on remedy. I, therefore, gave judgment by consent in relation to remedy in the terms agreed.

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Employment Judge Slater

Date: 22 October 2021

JUDGMENT AND REASONS SENT TO THE PARTIES ON

29 October 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.

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: **2415327/2020**

Name of case: **Mr L Morrison** v **Fairway Lodge Limited**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision 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: 29 October 2021

"the calculation day" is: 30 October 2021

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

For the Employment Tribunal Office