



EMPLOYMENT TRIBUNALS

Claimant: Mr Legge and others (see Schedule)

Respondent: Nationwide Crash Repair Centres Ltd and others (see Schedule)

Heard at: Manchester Employment Tribunal (by CVP)

On: 7 January 2022

Before: Employment Judge Dunlop

Representation

Claimant: Mr Legge in person
Other claimants did not attend

Respondent: Did not attend

JUDGMENT

Legge, Nijjar, Shields, by Consent:

1. The Tribunal makes a protective award in favour of Mr Legge, Mr Nijjar and Mr Shields and orders the respondent to pay remuneration for a protected period of 90 days beginning on 4 September 2020.
2. 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.
3. The name of the respondent in each case is as shown in the Schedule. Where this is different to the name which the claim has been submitted against, the name is amended accordingly.
4. The Employment Protection (Recoupment of Benefits) Regulations 1996 apply to this award.

Goggins

5. Mrs Goggins' claim for a protective award is not well-founded as she worked at an establishment (Coventry) in respect of which there was no proposal to dismiss 20 or more employees.

REASONS

1. These claims form part of a larger multiple of protective award claims brought by former employees of various 'Nationwide' companies which operated motor repair centres at locations across the country.
2. The administrators of Nationwide have given permission for the protective award claims to proceed and have not actively defended the claims. Having regard to the fact that protective awards (or part thereof) will ultimately be met through public funds, the Tribunal has scrutinised the claims to ensure that proposed awards are appropriate in circumstances where it appeared that some of the claimants worked in smaller establishments in respect of which it appeared there was unlikely to have been a proposal to make 20 or more employees redundant (see **USDAW and anor v Ethel Austin Ltd and ors [2015] ICR 675.**)
3. Many of the claimants have provided information about their places of work and the numbers they believed were made redundant (or transferred) on the collapse of the Nationwide business. The administrator has also provided information, obtained, I understand, from the business's electronic HR records, as to the sites the claimants were associated with, and the numbers made redundant from those sites.
4. I convened this hearing involving seven claimants because I had received conflicting information about various sites in the Midlands region. In particular, it appeared that a number of employees had been moved between sites in the period immediately before the collapse. I considered it was appropriate to hear evidence as to the operation of this group of sites (with a view to considering whether they were, in fact, separate establishments) as well as the particular circumstances of the individuals involved.
5. As it transpired, two of the claimants, based at the Warwick site, withdrew their claims before the hearing.
6. Of the remaining claimants, the administrators proposed that the claims of Mr Legge, Mr Nijjar and Mr Shields be determined by consent with protective awards made in their favour. This was on the basis that they were all assigned to the Daventry site, and 22 employees had been made redundant from that site.
7. The employees themselves had suggested lower numbers for Daventry and Mr Legge had indicated that he was allocated to Warwick. In view of this conflicting information, I determined that the hearing should go ahead to hear evidence. In the event, only Mr Legge attended.

**Case No:1309399/2020 and others
(see Schedule)**

8. Mr Legge worked at Warwick for many years, most recently as an Assistant Manager. He was placed on furlough in March 2020 when the Warwick site closed due to covid, but he returned to the site to finish outstanding work for a few weeks in June. Subsequently to that, he was redeployed to Daventry, which was open and undertaking new work. To the best of his knowledge, the Warwick site closed at this point. I infer that it was at this time that he was assigned to Daventry on the electronic HR system. He later also carried out some work at Hinckley, but was not reassigned on the system.
9. I am content, on the evidence I have heard, that Mr Legge was assigned to Daventry following the closure of his long-standing site at Warwick, and that this was not merely an error in the employer's electronic recording systems. I am also content that the fluid position at the time (including the fact that some employees were still on furlough) led to other employees to underestimate the numbers at Daventry, and that there was, as the administrators have indicated, at least 20 proposed redundancies at that site. That means that all three of the Daventry claimants are entitled to an award.
10. I have made a 90-day protective award, in line with the proposals of the parties and the award made in related cases.

Mrs Goggins

11. From information supplied by both Mrs Goggins and the administrators, it is agreed that she was assigned to the Coventry site and that fewer than 20 employees were proposed to be made redundant from this site. I directed that her case be listed as part of this hearing, as it may have been the case that the overall picture which emerged from the evidence about the Midlands sites might have assisted her. As it was, she did not attend the hearing. I decided to proceed with the case in her absence but Mr Legge could give no particular evidence about her circumstances or those of the Coventry site and I am therefore unable to make any protective award in her case.

Employment Judge Dunlop

Date: 7 January 2022

SENT TO THE PARTIES ON
14 January 2022

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FOR EMPLOYMENT TRIBUNALS

**Case No:1309399/2020 and others
(see Schedule)**

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Schedule of Claims

Protective Award Granted

Claim No	Claimant	Respondents
1309399/2020	Mr M Legge	(1) Nationwide Crash Repair Centres Ltd (in Administration) (2) Secretary of State for Business, Energy and Industrial Strategy
3312465/2020	Mr SS Nijjar	(1) Nationwide Accident Repair Services Ltd (in Administration) (2) Secretary of State for Business, Energy and Industrial Strategy
3314565/2020	Mr A Shields	(1) Nationwide Crash Repair Centres Ltd (in administration) (2) Secretary of State for Business, Energy and Industrial Strategy

Protective Award Not Granted

Claim No	Claimant	Respondents
1310369/2020	Miss J Goggins	(1) Nationwide Crash Repair Centres Ltd (in Administration) (2) Secretary of State for Business, Energy and Industrial Strategy

Claimants: Mr M Legge
Mr SS Nijjar
Mr A Shields

Respondent: Nationwide Crash Repair Centres Ltd (in administration)
Nationwide Accident Repair Services Ltd (in administration)
Secretary of State for Business, Energy & Industrial Strategy

**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:

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(see Schedule)**

- (a)** the amount (less any tax or social security contributions which fall to be deducted 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 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.