



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4100753/2020 and 4100754/2020

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Held in Glasgow on 4 and 5 November 2020

Employment Judge L Wiseman

10 **Mrs Heather Bowman**

**Claimants
In Person**

15 **Mr Steven Bowman**

20 **Ecigarus Wishaw Ltd**

**First Respondent
Represented by:
Mr R Koiak -
Managing Director**

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The Old School Guest House Ltd

**Second Respondent
- as above**

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The tribunal decided:

- (i) The claimants were employed by the first respondent Ecigarus Wishaw Ltd;
- (ii) The claims against the second respondent, The Old School Guesthouse Ltd are dismissed;
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- 35 (iii) Mr Bowman was unfairly dismissed and the first respondent shall pay compensation to Mr Bowman in the sum of £919;
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- (iv) The first respondent shall pay to Mr Bowman the sum of £498 in respect of the payment of notice;

- (v) The first respondent shall pay to Mr Bowman the sum of £359.31 in respect of an unauthorised deduction of wages;
- (vi) Mrs Bowman was unfairly dismissed and the first respondent shall pay to Mrs Bowman compensation in the sum of £2848;
- 5 (vii) The first respondent shall pay to Mrs Bowman the sum of £1745 in respect of the payment of notice;
- (viii) The claim in respect of an unauthorised deduction of wages is dismissed and
- (ix) The first respondent shall pay to Mrs Bowman the sum of £1552.67 in respect of a bonus retention.

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REASONS

1. The claimants presented a claim to the Employment Tribunal on the 8 February 2020 alleging they had been unfairly dismissed and that sums of money were due to be paid to them in respect of notice, wages and (in Mrs Bowman's case) a bonus.
- 15 2. The respondents entered a response denying the claimants had been dismissed and asserting they had resigned from their employment.
3. The issues to be determined by the tribunal were:
- had the claim been presented in time;
 - the correct identity of the employer;

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 - were the claimants dismissed from their employment;
 - if so, was the dismissal fair or unfair;
 - if unfair, what compensation (if any) should be awarded;
 - are the claimants entitled to a payment of notice;

 - has there been an unauthorised deduction from wages and

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 - is Mrs Bowman entitled to receive a bonus payment.

4. I heard evidence from Mr Richard Koiak, who is the owner and Managing Director of the respondent companies and from the claimants. I was also referred by each party to a number of documents. I, on the basis of the evidence before me, made the following material findings of fact.

5 **Findings of fact**

5. Mr Koiak owns and operates a group of six companies (Ecigarus Wishaw Ltd; Ecigarus Ltd; Ecigarus Fluids Ltd; Ecigarus South Ltd; Ecigarus Bellshill Ltd and The Old School Guesthouse Ltd).

6. Mr Richard Koiak is the Managing Director of the group of companies; his wife Jane Koiak is a Director in all companies and Mr Peter Koiak is a Director in The Old School Guesthouse Ltd.

7. The Ecigarus Fluids Ltd company manufactures the stock sold by the other companies (with the exception of the Guesthouse) which are all shops selling electronic cigarettes. The Old School Guesthouse operates as an hotel, bar and restaurant. There are a total of 15/16 employees employed in the group of companies.

8. Mrs Heather Bowman commenced employment on the 17 July 2014 as a Sales Assistant in the Ecigarus Ltd shop in Hamilton. Mrs Bowman was promoted to Office Manager approximately two years later when she started to carry out administrative work for the group of companies.

9. Mrs Bowman was a very good employee who was valued and respected by Mr Koiak. Mrs Bowman earned a salary of £22,341 .96.

10. Mr Steven Bowman commenced employment towards the end of 2016/start of 2017. He was employed as a Shop Assistant at Ecigarus Ltd. He worked 40 hours per week and earned an hourly rate of £8.50.

11. The claimants believed they were employed by Ecigarus Wishaw Ltd because that was the name on their payslips. They further believed that The Old School Guesthouse Ltd was a second employer from November 2018.

12. The Old School Guesthouse was a new project for Mr Koiak which opened late 2018. Mr Koiak had discussions with Mr and Mrs Bowman during 2018 to advise them he had purchased the guesthouse and was looking for a couple to help run it. The discussions culminated in an agreement in November 2018 that Mr and Mrs Bowman would move into the bungalow in the grounds of the Guesthouse, carry out additional duties in the guesthouse and would receive the sum of £5000 (split between them and paid monthly through the payroll).
13. Mrs Bowman continued to carry out her Office Manager role, working Monday to Friday based in the Guesthouse. Mr Bowman continued to work in the shop. The main additional task was a requirement to be on-call on Thursday, Friday, Saturday and Sunday evenings to deal with check in/out.
14. The new working arrangements worked well until the bar at the Guesthouse opened. Mr Bowman took on responsibility for the bar but became unhappy with the number of hours he had to work. He often worked in the shop during the day and covered the bar at night. He felt he was also being asked to cover additional tasks at the Guesthouse.
15. Mr Koiak became concerned at the situation with Mr Bowman because he understood that Mrs Bowman tried to cover for Mr Bowman by undertaking some of his duties. Mr Koiak decided to address this situation and he did so initially by reducing the amount of work allocated to Mr Bowman in the guesthouse. Mr Koiak was frustrated by the approach adopted by Mr Bowman, whom he considered was being deliberately difficult.
16. Mr Koiak spoke with Mrs Bowman towards the end of October to explain that he could no longer accept Mr Bowman's behaviour, which was impacting on Mrs Bowman's job, which was an important job. Mrs Bowman assured Mr Koiak she would deal with this matter, but Mrs Bowman was caught between being Mr Bowman's line manager and being his wife.
17. Mrs Bowman and Mr Koiak met in early November to discuss the situation. Mrs Bowman told Mr Koiak she was unhappy and felt there needed to be clarity regarding what was required of her and Mr Bowman in the Guesthouse. Mrs Bowman asked whether it would be possible to move out of the bungalow,

be removed from being on-call and take on a more structured 9am - 5pm role. Mr Koiak understood from Mrs Bowman that Mr Bowman was refusing to carry out work in the guesthouse. Mr Koiak told Mrs Bowman that he needed to hear that from Mr Bowman, and so a meeting for the following day was arranged.

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18. A meeting took place on the 5 November 2019 at which Mr Koiak and Mr and Mrs Bowman were present. Mr Koiak set out in detail for Mr Bowman what he considered to be his shortcomings in terms of his performance of duties and the fact Mr Koiak believed this was putting stress on Mrs Bowman. Mr Koiak noted Mr Bowman did not want to undertake any further duties at the guesthouse and wanted to return to working solely in the shop. Mr Koiak banned the claimant from the bar at the guesthouse (this ban was lifted the following day). Mr Bowman walked out of the meeting because he was upset.

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19. All parties reflected on what had happened over the next two days before meeting again on the 8 November. Mrs Koiak was present at this meeting to take notes. The situation was that Mrs Bowman supported Mr Bowman and they no longer wished to live in the bungalow. Mr Koiak summarised what had happened and informed the claimants that he considered Mr Bowman's refusal to carry out duties and Mrs Bowman's request to no longer carry out duties at the guesthouse, to be a resignation, and that their employment had terminated. He confirmed they could remain in the bungalow for one week but thereafter would be required to pay rent.

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20. The claimants left the meeting and the following day they sought advice regarding their situation. Mrs Bowman sent an email to Mr Koiak on the 9 November (page 5 of the claimants' documents) querying the basis upon which their employment had been terminated and confirming they had not resigned. Mrs Bowman confirmed they intended to attend for work on Monday 11 November.

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21. Mr Koiak responded that day to say the employment of the Bowmans was joint insofar as they had combined roles. He noted there was no possibility of them both, individually or separately, being willing to provide the current

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performance of the agreement. Mr Koiak had been faced with a part performance of the existing agreement and had had no option but to accept there had been a refusal to undertake part of their duties. Mr Koiak considered they had rejected the contract by refusing to continue to perform their obligations under the contract.

5 22. Mrs Bowman sought payment of notice pay from Ecigarus Wishaw Ltd and The Old School Guesthouse Ltd. She also sought payment of a bonus for the last quarter of 2019 and the retention from the third quarter of 2019.

10 23. The bonus scheme operated by Mr Koiak was discretionary and made payments based on the profit made by the companies in the group. Bonus payments had been made in the past to Mrs Bowman, but no employee received a bonus in late 2019 due to the money which had gone into the renovation and opening of the guesthouse.

15 24. The parties agreed Mrs Bowman had taken too many holidays for which she had been paid, and that this overpayment fell to be deducted from any wages outstanding. There was also agreement that a charge in respect of electricity and money borrowed from the cash box also fell to be deducted. Mrs Bowman agreed a total wage of £477.73 (being £429.65 + £48.08) was due, but that after deductions of £483.67 (being £253.13 overpayment of holidays; £183.14 electricity and £146.40 cash box) there was no money owing to her in respect of wages.

20 25. Mr Bowman sought payment of notice from Ecigarus Wishaw Ltd and The Old School Guesthouse Ltd. He also sought payment of wages. It was agreed two weeks' pay (£728.08) was due to Mr Bowman. It was also agreed there had been an overpayment of holidays of £175.63 and that electricity of £183.14 and cash box of £10 were to be deducted. It was agreed the sum of £359.31 was due to be paid to Mr Bowman in respect of wages.

25 26. Mrs Bowman obtained alternative employment which started on the 20 November 2019. She is employed as a Financial Controller, earning £22,000 per annum.

27. Mr Bowman commenced alternative employment on or about the 18 November 2019 in the Bike Store. This was a full time position working 40 hours per week. He was paid an hourly rate of £8.70 per hour. This employment ended in July 2020.

5 **Claimants' submissions**

28. The claimants believed their employment had ended in dismissal. They rejected the suggestion that they had resigned because they had not tendered any resignation either written, verbal or otherwise. They had also made it clear to Mr Koiak that they had not resigned. Their position at the time of the discussions was that if the roles could not be restructured they would continue to work until they found alternative employment. It was submitted that looking for alternative employment had been used against them. They had not withdrawn from activity within their roles: Mr Bowman had been instructed by Mr Koiak not to work at the bar.

15 29. Mrs Bowman sought payment of five weeks' notice (£2148.26) from Ecigarus Wishaw Ltd and payment of one weeks' notice from The Old School Guesthouse (£48.07).

30. Mrs Bowman accepted she was not due to be paid any outstanding wages.

20 31. Mrs Bowman sought payment of a bonus. The scheme had operated on the basis of Ecigarus Group profits. In the first quarter, 10% of Ecigarus Group profits was paid on the basis of 50% payable immediately with 50% retained until the next quarter. In the second quarter the bonus available was based on 10% of Ecigarus Group profits plus the 50% retained bonus, of which 66.66% was paid and 33.34% retained. In the third quarter, 10% of Ecigarus Group profits plus the retained bonus from the second quarter were available for bonus, of which 75% was paid and 25% retained.

25 32. Mrs Bowman sought payment of the bonus retained in the third quarter (£1552.67) and the bonus payable from the fourth quarter (£2067.56).

33. Mr Bowman sought payment of two weeks' notice (£680) from Ecigarus Wishaw Ltd and payment of one weeks' notice (£48.07) from the Old School Guesthouse. He also sought payment of wages which was agreed at £359.31 .

Respondent's submissions

- 5 34. Mr Koiak submitted the claimants' employment had been performed at and for all companies, and that the employment of the claimants had been inextricably linked.
- 10 35. Mr Koiak submitted he had tried to resolve the disciplinary issues in respect of performance during the period 31 October and 5 November. He had made both claimants aware of this at the meeting on the 5 November. There had then been a period of reflection before the matter had been brought to a close at the meeting on the 8 November. The claimants resigned: they had refused to carry out their duties and had "constructively resigned".
- 15 36. Mr Koiak submitted that if the claimants had not resigned he would have had to raise disciplinary issues with them regarding borrowing from the cash box and other discrepancies.
37. Mr Koiak considered he had acted fairly in dealing with this matter. There had been no payment of bonus to any staff in 2019.

Credibility and notes on the evidence

- 20 38. I found the claimants to be credible and reliable witnesses who gave their evidence in an honest and straightforward manner. It was clear that the new working arrangement put in place in November 2018 had worked well initially, but had run into problems once more duties at the guesthouse were asked of Mr Bowman, who came to resent working so many hours. He, essentially, no longer wanted to work at the guesthouse, and wanted to revert to working
25 only in the shop.
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39. It was also clear that Mrs Bowman was a valued employee who was placed in a very difficult position. The stress of that ultimately led her to ask Mr Koiak if their jobs could be restructured.

40. I also found Mr Koiak to be a credible and reliable witness who had placed a great deal of trust, support and assistance in Mrs Bowman, whom he valued as an employee. It appeared the breakdown in the employment relationship was caused by there being a lack of detail regarding what additional duties at the guesthouse were to be carried out, by whom and when.

41. Mr Koiak alluded to some disciplinary issues which would have been pursued if the claimants' employment had not come to an end. I did not place any weight on this evidence because there was no detail to support what had been said. For example, what were the issues and what were the rules regarding borrowing from the cash box.

Discussion and Decision

Timebar

42. Mr Koiak wished to argue the claim had been brought out of time because it had not been presented within three months less one day of the date of termination of employment. I explained to Mr Koiak that the claimants had, within the period of three months less one day, commenced early conciliation with ACAS. Conciliation started on the 15 January 2020 and ended on the 20 January 2020. The effect of this was to give the claimants a further month in which to present the claim. The claim was presented on the 8 February 2020, well within the period of a further month.

43. I was satisfied there was no issue of timebar with the claim and Mr Koiak accepted this.

Identity of the employer

44. The claimants considered they were employed by Ecigarus Wishaw Ltd because their wages were paid through this company and that was the name on the pay slip. They further believed they had been employed by The Old School-Guesthouse Ltd from November-2018 because they received a monthly payment of £48.08 (being an apportionment of their share of the £5000 payment) with a pay slip.

45. Mr Koiak considered the claimants were employed by all the companies in the group because they performed work for all companies.

46. There were no contracts of employment.

47. I decided the claimants were employed by Ecigarus Wishaw Ltd because they appeared to have been consistently paid through/by that company. I could not accept Mr Koiak's position that because Mrs Bowman, for example, carried out work for all companies in the group, that meant she was employed by all of the companies. I preferred Mrs Bowman's evidence that any work she performed for a particular company in the group was charged to that company. I was satisfied Mr and Mrs Bowman were employed by Ecigarus Wishaw Ltd.

48. I next considered whether the claimants were also employed by The Old School Guesthouse Ltd. I noted there was no dispute regarding the fact that when the new working arrangements commenced in November 2018, the claimants moved into a bungalow at the guesthouse, and they received the additional sum of £5000 for additional duties undertaken at the guesthouse. This was paid to them through The Old School Guesthouse Ltd on a monthly basis at the rate of £48.08 each per month. Mrs Bowman continued to perform her administrative duties for the group of companies and Mr Bowman continued to work in the shop. In addition to this, some duties were undertaken at the guesthouse.

49. I did not consider these arrangements demonstrated a new employer/employee relationship. I say that because it appeared the guesthouse was simply an additional company in terms of the group and, in the same way the claimants could be asked to undertake duties for different companies in the group, so they could be asked to undertake duties for the guesthouse. The only difference was that they received an additional payment for the guesthouse duties.

50. I concluded the claimants were employed by Ecigarus Wishaw Ltd. I dismissed the claims against The Old School Guesthouse Ltd.

51. I considered it appropriate to add that Mr Koiak should, in the future, ensure employees receive a contract of employment detailing the name of the employer. This will avoid confusion in the future.

Termination of employment: resignation or dismissal

5 52. An employee who wishes to claim unfair dismissal must first show that s/he has been dismissed within the meaning of section 95 Employment Rights Act. This section states that an employee will be treated as dismissed if (a) his or her contract of employment is terminated by the employer with or without notice; (b) ... (c) s/he has been constructively dismissed. This occurs when
10 an employee resigns, with or without notice, because of a repudiatory breach of contract by the employer.

53. Mr Koiak's position was that the claimants had resigned from their employment. A resignation need not be expressed in a formal way, and may be inferred from the employee's conduct and the surrounding circumstances
15 **(Johnson v Monty Smith Garages Ltd EAT 657/79)**. Mr Koiak sought to infer resignation from the claimants' conduct when they (as Mr Koiak understood) refused to undertake further duties at the guesthouse.

54. I noted that it is only in exceptional circumstances that resignation will be the proper inference to draw from an employee's conduct. It used to be open to
20 an employer to argue that, if resignation could not be inferred, the employee's conduct nevertheless amounted to a fundamental breach of the employment contract and had ended the contract automatically. This concept of "constructive resignation" or "self dismissal" was firmly rejected by the Court of Appeal in the case of **London Transport Executive v Clarke 1981 ICR**
25 **355** where it was held that a repudiatory breach by an employee (such as taking a seven week holiday without permission) did not bring the contract to an end automatically. The contract would only terminate when the employer accepted the employee's breach - that is, by dismissing the employee.

55. I, having had regard to the above guidance, concluded that any refusal by the
30 claimants to undertake additional duties at the guesthouse did not bring their employment to an end through implied resignation. The correct course of

5 action for Mr Koiak to have adopted was to have disciplined, and ultimately (if appropriate) dismissed, the claimants for their actions. I considered I was supported in this view by the fact that (i) it appeared it was Mr Bowman who was refusing to undertake duties at the guesthouse; (ii) even though Mr Bowman refused to undertake additional duties at the guesthouse, this only related to part of his employment: he was willing to continue to undertake his core hours of work in the shop 40 hours per week and (iii) Mrs Bowman confirmed she was willing to still carry out the administrative work for the group of companies.

10 56. I decided for these reasons the claimants had not resigned from their employment.

15 57. I next considered whether the claimants had been dismissed by Mr Koiak. I acknowledged Mr Koiak did not use the expression "dismissal", but I must consider whether what was said amounted to a dismissal. I had regard to the note of the meeting of the 8 November (document 2 in the respondent's documents) where it was recorded that Mr Koiak stated *The jobs both HB and SB had been carrying out over the last year were linked with each other as they were employed as a couple to aid in the running and management of the guest house. Although they both had separate to each other responsibilities with the shops, the split between working time in the shops and time in the guest house had varied over the last year dependent on the needs of the individual companies. .. The employment of HB and SB was linked together and was jointly performed between the group of companies. ... after garnering over the last days the opinion of HB and her reported opinions of SB decision that he was convinced there was no other option for him other than to accept that the situation was they had resigned their employment by refusing to perform their duties. .. he accepted that it was SB who was outright refusing to work at his allotted tasks and that HB was willing to perform most of her tasks but not all. However as the tasks and employment were intrinsically linked the actions of SB was incumbent upon HB. ... as a couple they had effectively withdrawn their labour and resigned.* The meeting concluded with

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Mr Koiak confirming, among other things, that their *“employment was considered terminated as of now”*.

58. I also had regard to the fact that when challenged about the resignation the following day, and when the claimants suggested they intended to attend for work on Monday morning, Mr Koiak confirmed their employment had ended on the 8 November.

59. I noted that where there is ambiguity regarding what was said or done, the test as to whether ostensibly ambiguous words amount to a dismissal or a resignation is an objective one, and all the surrounding circumstances must be considered and if the words are still ambiguous the employment tribunal should ask itself how a reasonable employer or employee would have understood them in the circumstances.

60. I, in considering the surrounding circumstances, had regard to the following facts:-

- the claimants entered into a new working arrangement in November 2018 whereby they would each continue to perform their job roles, but take on additional duties at the guesthouse;
- this arrangement worked well until the bar opened and Mr Bowman, who took on responsibility for the bar, found he was working 9am - 5pm in the shop, followed by 6.30pm until 10pm in the bar;
- Mr Bowman decided he no longer wanted to work these hours and he let it be known he no longer wanted to work additional hours in the guest house;
- Mrs Bowman also took on some additional duties in the guest house, and covered for Mr Bowman on some occasions when he should have been working;
- Mrs Bowman became tired and stressed by being caught in the middle of Mr Koiak and being Mr Bowman's line manager and wife;

- the claimants no longer wanted to undertake additional duties in the guest house: they wanted to revert to solely undertaking their core roles;
- Mr Koiak was not prepared to restructure their roles once he learned they had been applying for work elsewhere and
- the meeting on the 8 November ended with the termination of the claimants' employment.

61. I have acknowledged Mr Koiak did not use the term "dismissal" but I must consider how a reasonable employee would have understood what happened at the meeting on the 8 November. I concluded a reasonable employee would have understood the roles could not be restructured and as Mr Bowman was not prepared to carry out duties at the guest house, then employment would be terminated. Further, as the employment of Mrs Bowman was inextricably linked to the employment of Mr Bowman, then her employment also ended that day.

62. I decided that Mr Koiak, by his conduct, dismissed the claimants.

Was dismissal fair or unfair

63. I had regard to the terms of section 98 Employment Rights Act which makes clear that it is for the employer to show the reason for the dismissal, which may be capability, conduct, redundancy, or some other substantial reason of a kind justifying the dismissal of an employee holding the position which the employee held. Once the employer has shown a potentially fair reason for dismissal, the tribunal must go on to decide whether the dismissal for that reason was fair or unfair.

64. The above section makes clear that it is for the employer to show the reason for dismissal and that it was a potentially fair reason capable of justifying the dismissal of the employee. The burden of proof on the employer at this stage is not a heavy one. The respondent in this case did not assert, or show, the reason for dismissal because the employer believed the employment had come to an end because of the claimants' resignation. I have decided the

claimants did not resign. The employer has not shown the reason for the dismissals, and in those circumstances, the dismissal of the claimants was unfair.

65. I decided the dismissal of the claimants was unfair.

5 *Compensation*

66. I must now consider whether an award of compensation should be made for the unfair dismissal and if so, the amount of any award.

67. Mr Bowman was unsure when he started employment with the respondent: he estimated it was 2016/2017. Mr Koiak also identified the commencement of employment as 2016/2017. I considered the onus was on Mr Bowman to identify, with more certainty, the commencement of his employment. I accordingly decided the later date of 2017 should be taken: this would give Mr Bowman 2 full years' service with the respondent.

68. Mr Bowman is entitled to a basic award of £670 (being 2 weeks x £335 gross per week).

69. Mr Bowman lost one weeks' wages in November (£249 net) before starting alternative employment. Mr Bowman earned a comparable wage in his new employment and accordingly there was no ongoing loss.

70. I ordered the respondent to pay to the claimant, Mr Bowman, an award of compensation for unfair dismissal in the sum of £919.

71. Mrs Bowman commenced employment with the respondent in July 2014, until the termination of her employment on the 8 November 2019. She had 5 complete years' service. The basic award is £2150 (being 5 x £430 gross per week).

25 72. Mrs Bowman commenced alternative employment on the 20 November 2019. She lost two weeks' wages of £698. Mrs-Bowman-earned-a-comparable-salary in her alternative employment and there was, accordingly, no ongoing loss.

73. I ordered the respondent to pay to Mrs Bowman compensation for unfair dismissal in the sum of £2848.

Notice

5 74. An employee is entitled to receive notice of termination of employment. Mr Koiak did not give notice of termination of employment. I could not accept Mr Koiak's suggestion that the week of discussions in early November was effectively a notice period. I say that because no decision had been made at that time to terminate the employment of the claimants.

10 75. I decided Mr Bowman is entitled to payment of notice in the sum of £498. Mrs Bowman is entitled to payment of notice in the sum of £1745.

Wages

76. The parties agreed the sums payable in respect of wages. I decided Mr Bowman's claim in respect of an unauthorised deduction of wages was well founded and I order Mr Koiak to pay to Mr Bowman the sum of £359.31 .

15 77. Mrs Bowman's claim for wages is dismissed in circumstances where it was agreed there were no sums outstanding and due to be paid.

Bonus

20 78. There was no dispute regarding the fact Mrs Bowman had, in previous years, been paid a bonus. However, there was also no dispute regarding the fact the payment of bonus is a discretionary matter for Mr Koiak, rather than a contractual matter.

79. Mr Koiak's evidence that no-one received payment of a bonus in the fourth quarter.

25 80. I noted, from the payslips produced by Mrs Bowman, that a bonus payment had been made in August 2019. I understood from Mrs Bowman's evidence that a retention was made from each bonus payment made each quarter. Mrs Bowman sought payment of the retention made from the bonus payment she

received in August. I was satisfied the sum of £1552.67 had been retained and was payable to Mrs Bowman.

81. I was not satisfied a bonus for the fourth quarter was payable to Mrs Bowman. I preferred the evidence of Mr Koiak that no-one had received a bonus payment for that quarter.

Conclusion

82. I, in conclusion, made the following decisions:

- Mr Bowman was unfairly dismissed and an award of compensation in the sum of £919 was made;
- Notice in the sum of £498 is to be paid to Mr Bowman;
- Wages in the sum of £359.31 are to be paid to Mr Bowman;
- Mrs Bowman was unfairly dismissed and an award of compensation in the sum of £2848 was made;
- Notice in the sum of £1745 is to be paid to Mrs Bowman;
- The claim in respect of wages is dismissed and
- A bonus retention of £1552.67 is to be paid to Mrs Bowman.

Employment Judge: L Wiseman
Date of Judgment: 26 November 2020
Entered in register: 01 December 2020
and copied to parties