



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Beaumont

**Respondent:** Roberts Solicitors Ltd

**Heard at:** Liverpool **On:** 27 May 2022

**Before:** Employment Judge Horne

**Members:** Ms L Atkinson  
Ms S Khan

**Representatives:**

For the claimant: In person

For the respondent: Mr J Hurd, counsel

## REMEDY JUDGMENT

### Extent of agreement

1. Paragraphs 4 and 5 of this judgment were made with the parties' consent.
2. The decision recorded at paragraph 10 was by a disputed decision by majority, with the employment judge dissenting.
3. Paragraphs 21 to 24 of this judgment are based on calculations made by the employment judge without the parties' representations. Time for a party to apply for reconsideration of those paragraphs is extended to 28 days from the date when this judgment is sent to the parties.
4. All other decisions recorded in this judgment were disputed decisions upon which the tribunal was unanimous.

### Holiday pay

5. The tribunal having found that the respondent failed to pay the claimant for one week's accrued annual leave on termination of employment, the respondent is ordered to pay the claimant the sum of £461.53, subject to such deductions as it is entitled to make for tax and national insurance.

### **Notice pay**

6. As damages for breach of contract, the respondent is ordered to pay the claimant the sum of £849.67, subject to such deductions as it is entitled to make for tax and national insurance.

### **Whistleblowing detriment complaint**

7. In this judgment, “whistleblowing detriment complaint” means the complaint that the respondent subjected the claimant to a detriment by placing him on furlough leave on the ground that he had made a protected disclosure, contrary to section 47B of the Employment Rights Act 1996.
8. For the purposes of section 48(3)(a) of the Employment Rights Act 1996, the last day of the statutory time limit for presenting the whistleblowing detriment complaint was 1 July 2020.
9. The provisions of section 207B of the Employment Rights Act 1996 had no effect on the statutory time limit for the whistleblowing detriment complaint, despite the claimant having provided prescribed information to ACAS on 1 June 2020, because:
  - 9.1. No certificate was issued under section 18A(4) of the Employment Tribunals Act 1996 during, or on the expiry of, the prescribed period following the provision of that information, so there was no “Day B” within the meaning of section 207B(2)(b) of the Employment Rights Act 1996; and
  - 9.2. In any event, the provision of prescribed information to ACAS on 1 June 2020 was not about the same matter as the matter to which the whistleblowing detriment complaint related.
10. The majority of the tribunal is satisfied that it was not reasonably practicable for the claimant to present the whistleblowing detriment complaint on or before 1 July 2020.
11. The claimant presented the whistleblowing detriment complaint within such further period as the tribunal considers reasonable.
12. As a consequence of the tribunal’s conclusions at paragraph 10 and 11, the tribunal has jurisdiction to consider the whistleblowing detriment complaint.
13. As a consequence of the tribunal’s earlier judgment, the whistleblowing detriment complaint is well founded.
14. By way of remedy for the whistleblowing detriment complaint, the respondent is ordered to pay the claimant the sum of £7,000.00 as compensation for injury to feelings.
15. The claimant’s compensation is increased by 15% under section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992 because of the respondent’s unreasonable failure to comply with paragraph 33 of the ACAS Code of Practice 1 (Disciplinary and Grievance Procedures). The respondent is accordingly ordered to pay the claimant a further £1,050.00.

### **Unfair dismissal**

16. The respondent is ordered to pay the claimant a compensatory award for unfair dismissal in the sum of £6,733.10.

17. The compensatory award takes account of the tribunal's earlier finding of a 20% chance of a fair dismissal in any event.
18. The compensatory award reflects the following disputed decisions by the tribunal:
- 18.1. The full period of financial loss claimed by the claimant was attributable to the actions of the respondent and a consequence of the dismissal. In particular, the termination of the claimant's subsequent employment with JCI did not break the causal link between the dismissal from the respondent's employment and the loss of earnings suffered by the claimant after his employment with JCI.
- 18.2. It is just and equitable to award the claimant the full period of past financial losses. In particular, the respondent has not proved that the claimant failed to take reasonable steps to mitigate his loss. Nor has the respondent proved that the taking of reasonable steps would have resulted in the claimant finding an earlier job or a better-paid job.
- 18.3. It is just and equitable to award the sum of £680.00 as compensation for future losses.
19. The compensatory award is increased by 15% under section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992 because of the respondent's unreasonable failure to comply with paragraph 33 of the ACAS Code of Practice 1 (Disciplinary and Grievance Procedures). The respondent is accordingly ordered to pay the claimant a further £1,009.97.
20. The tribunal makes no basic award for unfair dismissal.

**Recoupment of benefit**

21. The prescribed element of the award is £6,756.56.
22. The period to which the prescribed element is attributable is 4 July 2020 to 27 May 2022.
23. The total monetary award is £17,104.27.
24. The amount by which the total monetary award exceeds the prescribed element is £10,347.71.

Employment Judge Horne

27 May 2022

SENT TO THE PARTIES ON

1 June 2022

FOR THE TRIBUNAL OFFICE

Note:

Oral reasons for all disputed decisions were provided at the hearing. The respondent has requested written reasons for paragraph 10 of the judgment. These will follow. Written reasons will not be provided for any other decisions unless a party makes a request in writing within 14 days of the date when this judgment is sent to the parties.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: **2413399/2020**

Name of case: **Mr A Beaumont** v **Roberts Solicitors 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: 1 June 2022

"the calculation day" is: 2 June 2022

"the stipulated rate of interest" is: 8%

For the Employment Tribunal Office

**Claimant:** Mr A Beaumont

**Respondent:** Roberts Solicitors Limited

**ANNEX TO THE JUDGMENT  
(MONETARY AWARDS)**

Recoupment of Benefits

The following particulars are given pursuant to the Employment Protection (Recoupment of Benefits) Regulations 1996, SI 1996 No 2349.

The Tribunal has awarded compensation to the claimant, but not all of it should be paid immediately. This is because the Secretary of State has the right to recover (recoup) any jobseeker's allowance, income-related employment and support allowance, universal credit or income support paid to the claimant after dismissal. This will be done by way of a Recoupment Notice, which will be sent to the respondent usually within 21 days after the Tribunal's judgment was sent to the parties.

The Tribunal's judgment states: (a) the total monetary award made to the claimant; (b) an amount called the prescribed element, if any; (c) the dates of the period to which the prescribed element is attributable; and (d) the amount, if any, by which the monetary award exceeds the prescribed element. Only the prescribed element is affected by the Recoupment Notice and that part of the Tribunal's award should not be paid until the Recoupment Notice has been received.

**The difference between the monetary award and the prescribed element is payable by the respondent to the claimant immediately.**

When the Secretary of State sends the Recoupment Notice, the respondent must pay the amount specified in the Recoupment Notice to the Secretary of State. This amount can never be more than the prescribed element of any monetary award. If the amount is less than the prescribed element, the respondent must pay the balance to the claimant. If the Secretary of State informs the respondent that it is not intended to issue a Recoupment Notice, the respondent must immediately pay the whole of the prescribed element to the claimant.

The claimant will receive a copy of the Recoupment Notice from the Secretary of State. If the claimant disputes the amount in the Recoupment Notice, the claimant must inform the Secretary of State in writing within 21 days. The Tribunal has no power to resolve such disputes, which must be resolved directly between the claimant and the Secretary of State.