



EMPLOYMENT TRIBUNALS

Claimant: Ms G Allen

Respondent: Aarondale Healthcare Limited (In voluntary liquidation)

Heard: Remotely by video

On: 27 May 2022

Before: Employment Judge S A Shore

REPRESENTATION:

Claimant: Mr N Toms, Counsel

Respondent: No appearance

JUDGMENT

Rule 21 – The Employment Tribunals Rules of Procedure

The judgment of the Tribunal is that:

1. The correct name of the respondent is Aarondale Healthcare Limited (in voluntary liquidation) and the Tribunal's records shall be amended accordingly. The respondent's address shall be changed to c/o Sarah Louise Burge, Kingsbridge Corporate Solutions, 1st Floor Lowgate House, Lowgate, Hull, HU1 1EL. Re-service of the claim is dispensed with.
2. The claimant's claim of unfair dismissal is well founded and succeeds. The claimant expressed no wish that the Tribunal make an order under section 113 of the Employment Rights Act 1996, so no order is made.
3. The claimant's claim of unauthorised deduction of wages contrary to section 13 of the Employment Rights Act 1996 is dismissed.
4. The claimant's claim that the respondent failed to consult with her about redundancy contrary to section 188 of the Trade Union & Labour Relations (Consolidation) Act 1992 is dismissed.
5. The claimant was dismissed for the reason of redundancy. Her claim that the respondent failed to pay her a redundancy payment is well-founded and

succeeds. The claimant earned £500.50 per week gross and was 53 years old at the effective date of termination of employment. The respondent shall pay the claimant a statutory redundancy payment of **£2,252.25**. This is calculated as 3 complete years of service x 1.5 x £500.50.

6. The claimant's claim of failure to pay accrued holiday pay is well founded and succeeds. The claimant had accrued 45.5 hours' leave at the effective date of dismissal and was paid at a rate of £11.90 per hour. The respondent shall pay the claimant $£11.90 \times 45.5 =$ **£541.45** (gross figure, subject to deduction of income tax and National Insurance).
7. The claimant's claim of breach of contract (failure to pay notice pay) contrary to Article 4 of the Employment Tribunals Extension of Jurisdiction (England & Wales) Order 1994 is well-founded and succeeds. The claimant was contractually entitled to three weeks' notice. The respondent shall pay the claimant $3 \text{ weeks} \times £500.50 =$ **£1,501.50** (gross figure, subject to deduction of income tax and National Insurance).

Employment Judge S A Shore

Date 27th May 2022

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.