



EMPLOYMENT TRIBUNALS

Claimant: Mr J Sinnott

Respondent: Urbanbubble Liverpool Limited (in Creditors' Voluntary Liquidation)

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The respondent's response in this case has been struck out on the respondent's liquidator confirming that it was not being actively pursued. I have decided that a determination can properly be made of the claim in accordance with rule 21 of the Rules of Procedure
2. The claimant did not have 2 years' service to claim "ordinary" unfair dismissal. However, he claimed that he was "automatically" unfairly dismissed in breach of s.103 of the Employment Rights Act 1996 ("the ERA") because the reason for his dismissal was that he had performed or proposed to perform duties as an employee representative in relation to regulations 13 and 15 of the Transfer of Undertaking Regulations 2006. Having considered the evidence and in particular the claimant's second witness statement and the email from Claire Howard of the respondent dated 14 February 2020 (p.489 of the Second Preliminary hearing bundle) I am satisfied that the claimant was elected as an employee representative. His claim of unfair dismissal under s.103 succeeds.
3. S.120(1) of ERA provides that where the reason for dismissal is one falling within s.103 the minimum basic award which shall be awarded for a dismissal in the year to April 2020 is **£6408.00**. I award **£500.00** by way of compensation for loss of statutory rights. The claimant submitted that his employment would have continued by a transfer to Falkner Place, another of the respondent's premises. Based on the limited evidence in the documents before me I find the claimant has not shown there was any prospect that there was a role for him at Falkner Place. I award no compensation for post-dismissal earnings on the basis that the claimant's employment would have ceased on 20 February 2020 in any event. The total unfair dismissal award is therefore **£6908.00**.
4. The claimant's claim that he was dismissed without notice in breach of his employment contract succeeds. By clause 13 of his contract of employment he was entitled to one week's notice (p.260 of the second preliminary hearing bundle). The

respondent is ordered to pay him damages of **£369.00** net (based on an annual salary of £23000).

5. The respondent failed to pay the claimant for 4.5 days' holiday accrued but untaken when his employment ended (email from Joanna Walker representing the respondent dated 12 May 2021). The claimant has not provided a figure for that holiday paid owed in his email of 10 July 2022. Doing my best with the information I have it is ordered to pay him **£397.80** gross in relation to that claim. That equates to 4.5 out of 5 days per week x weekly gross pay of £442.00.
6. The total payable by the respondent to the claimant is **£7674.80**.
7. The recoupment regulations do not apply to the sums I have awarded.

Employment Judge McDonald

Date: 20 September 2022

JUDGMENT SENT TO THE PARTIES ON

22 September 2022

AND ENTERED IN THE REGISTER

FOR THE TRIBUNAL OFFICE



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2406175/2020**

Name of case: **Mr J Sinnott** v **Urbanbubble Liverpool Limited (in Creditors' Voluntary Liquidation)**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 22 September 2022

the calculation day in this case is: 23 September 2022

the stipulated rate of interest is: **8% per annum.**

For the Employment Tribunal Office