



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss F Bennett

**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 had tendered her resignation on 27 January 2020. By clause 9 of her contract of employment she was required to give one month's notice of resignation. She started new employment on 27 February 2020. I find she was dismissed without notice by the respondent on 20 February 2020 but that her employment would have ended by operation of law on 26 February 2020 in any event.
3. The claimant's claim for a statutory redundancy payment succeeds. The respondent is ordered to pay the claimant a statutory redundancy payment of **£810.00** (1 x per week x 2 years x £405 gross weekly pay).
4. The claimant's claim that she was unfairly dismissed succeeds. I would have awarded a basic award of **£810.00** but because of s.122(4) of the Employment Rights Act 1996 I reduce that by the amount of the statutory redundancy payment I have already awarded, so reduce it to nil. I award **£500.00** by way of compensation for loss of statutory rights. 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 **£500.00**.
5. The claimant's claim that the respondent breached her contract succeeds. Had her contract not been breached she would have been paid for a further week until her employment was due to end on 26 February 2020. The respondent is ordered to pay her damages of **£351.25**, being one week's net pay based on her gross weekly pay of £405 per week.
6. The total payable by the respondent to the claimant is **£1661.25**.

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: **2403508/2020**

Name of case: **Miss F Bennett** 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