



EMPLOYMENT TRIBUNALS

Claimant: Miss O Whittaker

Respondent: Hirst Family Trading Company Limited

HELD AT: Liverpool (CVP)

ON: 10 & 11 October 2022

BEFORE: Employment Judge Shotter

REPRESENTATION:

Claimant: Ms A Hornby, mother

Respondent: Ms A Jarvis, advocate

The JUDGMENT of the Tribunal is:

1. The claimant was unfairly dismissed and her claim for unfair dismissal is well-founded. The claimant would not have been fairly dismissed under the Polkey “no difference rule.”
2. In accordance with sections 122 and 123(6) of the ERA the claimant caused her dismissal, her conduct was culpable and blameworthy and it is just and equitable to reduce the basic and compensatory award by one hundred percent.
3. The claimant had committed a repudiatory breach of contract entitling the respondent to summarily terminate the contract and her claim for wrongful dismissal for unpaid 2-weeks’ notice pay is not well-founded and is dismissed.
4. The respondent did not provide a written statement giving particulars of the reasons for dismissal within 14 days of the 17 August 2021. The complaint brought under S.93 of the ERA is well founded. The respondent is ordered to pay to the claimant an award of 2-weeks’ pay.
5. The respondent failed to provide the claimant with a written statement of terms and conditions of employment in accordance with section 1 of the Employment Rights Act 1996. The respondent is ordered to pay to the claimant an award of 4-weeks’ pay under section 38 of the Employment Act 2002.

6. The claim brought under Regulation 12 of the Working Time Regulations 1998 is dismissed on withdrawal.
7. By consent the respondent is ordered to pay to the claimant by way of remedy within two weeks of today's date the sum of £576.00 (five hundred and seventy-six pounds).

Employment Judge Shotter
11.10.2022

JUDGEMENT SENT TO THE PARTIES ON
14 October 2022

FOR THE SECRETARY OF THE TRIBUNALS



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2414497/2021**

Name of case: **Miss O Whittaker** v **Hirst Family Trading
Company Limited**

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: 14 October 2022

the calculation day in this case is: 15 October 2022

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

Mr S Artingstall
For the Employment Tribunal Office

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:

www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.