



EMPLOYMENT TRIBUNALS

Claimant **MR DAVID COSTER & OTHERS**

Respondent: (1) **Blitz Communications Limited (in Liquidation)**
 (2) **Secretary of State for Business, Energy and Industrial Strategy**

JUDGMENT BY CONSENT

THE parties are referred to within this Judgement collectively as “**the Parties**” and individually as follows:

Claimants listed at Schedule 2 as represented by Imperium Law – “**Represented Claimants**”

Claimants listed at Schedule 2 as unrepresented– “**Unrepresented Claimants**”

(Collectively, “**the Claimants**”)

Blitz Communications Limited (in voluntary liquidation) – “**Blitz Communications**”

Secretary of State for Business, Energy and Industrial Strategy– “**Secretary of State**”

(Collectively “**the Respondents**”)

UPON the Parties having agreed to the terms set out in the attached Schedule 1, the Judgment of the Employment Tribunal is that:

Trade union recognition

1. The Parties agree that no trade union was recognised by Blitz Communications for the purpose of collective bargaining under section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 (“**TULR(C)A**”) in respect of any bargaining units.

The protective award claims

2. The Parties agree that:
 - 2.1. The Claimants have correctly brought their claims pursuant to section 189(1)(a) TULR(C)A.
 - 2.2. Blitz Communications failed to fully comply with all requirements of section 188 TULR(C)A, as detailed in Schedule 1. In accordance with section 189(2) of TULR(C)A, the Tribunal therefore makes a declaration that the complaints are well founded and the Tribunal also makes a protective award.
 - 2.3. The protective award made pursuant to section 189(2) TULR(C)A shall, for the purposes of section 189(3) TULR(C)A, be made in respect of the following descriptions of employees: all employees employed by Blitz Communications who both a) were dismissed as redundant from and including 17 August 2020 and b) who are listed at Schedule 2 as Claimants.
 - 2.4. For the purposes of section 189(4)(a) TULR(C)A, the protected period began on 17 August 2020, which was the date on which the first of the dismissals to which the complaint related took effect.
 - 2.5. For the purposes of section 189(4)(b) TULR(C)A, the Tribunal determines that the length of the protected period is 56 days (8 weeks).
 - 2.6. Pursuant to section 190 TULR(C)A, Blitz Communications is ordered to pay a protective award of 56 days' (8 weeks') gross pay to each of the Claimants.
3. For the avoidance of doubt the award relates solely to those employees listed at Schedule 2 as Claimants.

Other claims

4. All claims against Blitz Communications (save for the protective award claims above) are hereby dismissed upon withdrawal. For the avoidance of doubt, this includes (but is not limited to) claims in relation to:
 - 4.1. Unfair dismissal;
 - 4.2. Redundancy payment;
 - 4.3. Notice pay;
 - 4.4. Holiday pay;
 - 4.5. Arrears of pay;
 - 4.6. Breach of contract; and
 - 4.7. Other payments.
5. All claims against the Secretary of State are dismissed upon withdrawal.

Costs

6. There shall be no order requiring any party to pay or reimburse another party's costs.

Regional Employment Judge Foxwell

Date: 2 November 2022

JUDGMENT SENT TO THE PARTIES ON

2 November 2022

FOR THE TRIBUNAL OFFICE

SCHEDULE 1

AGREEMENT

The Parties have agreed as follows:

1. This Agreement relates only to the former employees of Blitz Communications as set out at Schedule 2.
2. The claims listed below shall be referred to in this Agreement as “the Claims”, and are the only claims which have been brought by the Claimants:
 - 2.1. Protective award;
 - 2.2. Notice pay; and
 - 2.3. Holiday pay.
3. Blitz Communications proposed to dismiss as redundant 20 or more employees at each of the following sites, which the parties have agreed collectively formed one establishment for the purposes of the Claimants’ claims:
 - 3.1. Units 100 & 120 Centennial Ave, Centennial Park, Elstree, Hertfordshire, CM6 1FD;
 - 3.2. One Western Gateway, Royal Victoria Docks, London, E16 1XB;
 - 3.3. Hall 20, the NEC, Birmingham, West Midlands, B40 1NT;
 - 3.4. London – Olympia, Hammersmith Road, London, W14 8UX;
 - 3.5. The Brewery, 52 Chiswell Street, London, EC19 4SD;
 - 3.6. Convention Complex, Petersfield, Manchester, M2 3GX; and
 - 3.7. Unit 5 Littler’s Point, Second Avenue, Trafford Park, Manchester, M17 1LT.
4. The redundancies were proposed to take place within a period of 90 days or less. Blitz Communications was therefore under a duty to consult appropriate representatives, pursuant to section 188 (1B) of the Trade Union and Labour Relations (Consolidation) Act 1992 TULR(C)A. In relation to the Claimants, Blitz Communications was under a duty to consult with employee representatives elected by the affected employees, in an election satisfying the requirements of section 188A(1) TULR(C)A.
5. Blitz Communications was placed into voluntary liquidation on 7 September 2020.
6. The parties agree that Blitz Communications did not fully comply with the requirements of TULR(C) and that:
 - 6.1. Consultation did not begin at least 30 days before the first of the dismissals took effect (on 17 August 2020), contrary to section 188 (1A) TULR(C)A.
 - 6.2. The requirements for the election of employee representatives under section 188A were not complied with.
7. Therefore, the Claimants set out at Schedule 2 are entitled to claim a protective award in their own capacity, pursuant to section 189 (1) (a) TULR(C)A.
8. Blitz Communications ceased trading on 17 August 2020 and was voluntarily wound up under section 84 of the Insolvency Act 1986 on 7 September 2020.

9. Given the circumstances, including the financial situation of Blitz Communications the protective award is by consent determined to be 8 weeks' gross pay in respect of the Claimants.

Agreement

10. The Claimants listed at Schedule 2 accept the terms of this Agreement in full and final settlement of all legal proceedings, including but not limited to the specific matters raised in the Claims, and all other claims and rights of action (whether under contract, statute, common law, European law or otherwise) whether known or unknown to the parties, whether or not existing in fact or law, and whether or not they are or could be in the contemplation of the parties at the time of this Agreement, that the Claimants have now or may have in the future against the Respondents and / or their pension trustees, Joint Liquidators and their staff, directors, officers and employees (past and present) (the "Protected Parties") arising directly or indirectly from the Claimants' employment with Blitz Communications or its termination or otherwise.
11. This Agreement shall not apply to any claims which the Claimants may have for personal injury or accrued pension rights provided that each Claimant warrants that he / she is currently unaware of any circumstances and ought not reasonably to be aware of any circumstances that could give rise to a personal injury claim against the Respondents or any of the Protected Parties. This Agreement shall also not prevent the Claimants from enforcing the terms of this Agreement.
12. In entering into this Agreement, the Joint Liquidators of Blitz Communications are acting as agent for or on behalf of Blitz Communications and neither they, their firm, members, partners, employees, advisers, representatives or agents shall incur any personal liability whatever in respect of any of the obligations of Blitz Communications or in respect of any failure on the part of Blitz Communications to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any other document or assurance.
13. For avoidance of doubt, nothing in this Agreement or Consent Order shall render the Joint Liquidators of Blitz Communications liable to make any payment to any of the Claimants in respect of the Claims or otherwise as an expense of the liquidation.
14. The Claimants listed at Schedule 2 warrant and undertake that they shall not, whether directly or indirectly, make, publish or otherwise communicate any disparaging, derogatory or critical statements, whether in writing or otherwise, concerning the Respondents or the Protected Parties.
15. The Claimants listed at Schedule 2 warrant and undertake that they shall not make, whether directly or indirectly, any statement or comment to the press or other media concerning the Respondents or the Protected Parties or their employment with Blitz Communications or its termination or details of the Claims or this Agreement or the Consent Order without the prior written consent of the Liquidators (who shall not unreasonably withhold such consent).
16. The parties agree that the normal categories of preferential debts set out at Schedule 6 to the Insolvency Act 1986 shall apply to all payments made by or on behalf of Blitz Communications.

17. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements and understandings between them relating to the Claimants' employment and its termination. In entering into this Agreement no party has relied on, either wholly or partly, or been induced to enter into this Agreement by any statement, representation, assurance or warranty made by or on behalf of another party (whether orally or in writing) other than as expressly set out in this Agreement. Other than in respect of fraudulent misrepresentation or their own wilful default, no party will be liable to another (in equity, contract or tort, under the Misrepresentation Act 1967 or in any other way) for a representation that is not expressly set out in this Agreement.

**SCHEDULE 2
CLAIMANTS**

Surname	Forename	Work Location	Employment Tribunal	Case Number
Represented Claimants				
Coster	David	London Elstree	Watford	3313418/2020
Cotterill	Benjamin	London Olympia	Watford	3313418/2020 3306432/2021
Gleeson	Cara	London Elstree	Watford	3313693/2020
Handyside	Robert	London Elstree	Watford	3313418/2020 3306433/2021
Parfitt	Benjamin Lewis	London Elstree	Watford	3313418/2020 3306434/2021
Ross	Aron Justin	London Elstree	Watford	3313418/2020 3306431/2021
Sinclair	Kathleen	London ExCel	Watford	3313418/2020 3306435/2021

Surname	Forename	Work Location	Employment Tribunal	Case Number
Wise	Daniel	London ExCel	Watford	3313418/2020 3306436/2021
Unrepresented Claimants				
Almond	David	London Elstree	Watford	3313683/2020
Apostolou	Panagiotis	London Elstree	Watford	3312043/2020
Aston	Kevin	London Elstree	Watford	3313322/2020
Atkins	Tommy	London Elstree	Watford	3311868/2020
Bailey	Patricia	Manchester Central	Manchester	2415770/2020
Ball	Susan	London Elstree	Watford	3312094/2020
Baltaduonis	Linas	The Brewery	Central London	2206910/2020
Bhanabhai	Bishen	London Elstree	Watford	3311872/2020
Burns	Susan	The Brewery	Watford	2206912/2020
Chaney	Thomas	London Elstree	Watford	3312283/2020

Case Number: 3313418/2020 & OTHERS

Surname	Forename	Work Location	Employment Tribunal	Case Number
Emin	Elizabeth	London Elstree	Watford	3312021/2020
Forster	Anthony	The Brewery	Watford	2206700/2020
Frost	Gavin	London Olympia	Watford	2206734/2020
Gillan	James	London Elstree	Watford	3312894/2020
Gillespie	Adrian	London Elstree	Watford	3311895/2020
Gomes	Renato	London Elstree	Watford	3311896/2020
Haughey	Gavin	London Elstree	Watford	3311455/2020
Hodkin	Steven	London Elstree	Watford	3311656/2020
Hunt	Martyn	London Elstree	Watford	3312449/2020
Iwaniak	Samuel	London Elstree	Watford	3312212/2020
Jones	Emma	London Elstree	Watford	3312081/2020
Landergan	Paul	London Elstree	Watford	3311905/2020
Langwith	Matthew	London Elstree	Watford	1309108/2020
Madge	Wayne	London Elstree	Watford	3311945/2020

Case Number: 3313418/2020 & OTHERS

Surname	Forename	Work Location	Employment Tribunal	Case Number
Makein	Alfred	London Elstree	Watford	3311906/2020
Malhotra	Sundeep	The Brewery	Watford	2206883/2020
Martin	Juan Bernardino Lozano	London Elstree	Watford	3313155/2020
McGee	Andrew	Manchester Central	Manchester	3311975/2020
McGee	Andrew	Manchester Central	Manchester	2415325/2020
McGee	Andrew	Manchester Central	Manchester	2415431/2020
McIntosh	Simon	Manchester Central	Watford	3311976/2020
McIntosh	Simon	Manchester Central	Manchester	2415324/2020
McIntosh	Simon	Manchester Central	Manchester	2415432/2020
McMichael	Phillip	London Elstree	Watford	3311946/2020
Merefield	Christian	London Elstree	Watford	3312424/2020
Monico	Filippo	The Brewery	Watford	2206703/2020
Moreno	Claudino	London Elstree	Watford	3312082/2020
Morreale	John	London Elstree	Watford	3312583/2020

Case Number: 3313418/2020 & OTHERS

Surname	Forename	Work Location	Employment Tribunal	Case Number
Negrotti	Lisa	London Elstree	Watford	3313157/2020
Parker	Geoffrey	London Elstree	Watford	3302539/2021
Poulton	Miles	London Elstree	Watford	3312059/2020
Ramirez Christian	Johnny	London Elstree	Watford	3311980/2020
Ramirez Christian	Yosiris	London Elstree	Watford	3311950/2020
Richardson	Oliver	London Elstree	Watford	3312116/2020
Roberts	Amy	London Elstree	Watford	3312266/2020
Rodgers	Elizabeth	London Elstree	Watford	3313438/2020
Rooney	Natasha	London Elstree	Watford	3312087/2020
Simpson	Paul	London ExCel	Watford	3202570/2020
Steer	Kieran	London Elstree	Watford	3202586/2020
Strudwick	Samuel	London Elstree	Watford	3311474/2020
Strudwick	Samuel	London Elstree	Watford	3312594/2020
Stuart	Paul	London ExCel	Watford	3202605/2020

Case Number: 3313418/2020 & OTHERS

Surname	Forename	Work Location	Employment Tribunal	Case Number
Tetteh	Kingsley	London Elstree	Watford	3312152/2020
Thomas	Mark	London ExCel	Watford	3202560/2020
Tufnell	Christopher	London Elstree	Watford	3312223/2020
Warmington	Gary	Manchester Central	Manchester	2415430/2020
Young	Russell	The Brewery	Watford	2206706/2020