

## **EMPLOYMENT TRIBUNALS**

Claimant: Mrs Eileen Morton

**Respondent:** (1) Independent Catering Management Ltd

(2) Cambridge Tutors College London

**HELD AT:** London South (by CVP) **ON:** 20 March 2023

**BEFORE:** Employment Judge Hart

#### **REPRESENTATION:**

Claimant: Mr Morton (claimant's husband)

Respondent (1): Mr Moores (solicitor)

Respondent (2): Mr Brotherton (non-practicing solicitor)

## RESERVED JUDGMENT

The Judgment of the Tribunal is that:

- 1. The respondents failed to inform and consult the claimant as required under regulation 13 of the Transfer of Undertakings (Protection of Employment) Regulations 2006, and are ordered to pay the claimant 10 weeks' pay, amounting to £2067.70 gross.
- 2. The respondents are jointly and severally liable for the award in accordance with regulation 15(9).

## **REASONS**

#### INTRODUCTION

- 1. This is the judgment in relation to the claimant's claims for failure to inform and consult under regulation 13 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE Regulations).
- 2. The claim against the second respondent in relating to a material change to her working conditions was dismissed upon withdrawal on 2 November 2022.

#### **THE HEARING**

- 3. The parties and their witnesses attended by CVP. They are all thanked for their assistance and representation during the hearing.
- 4. It was confirmed at the outset of the hearing that no reasonable adjustments were required by any party.
- 5. I was provided with a joint agreed hearing bundle of 73 pages; the references to page numbers in this judgment are to the pages in this bundle. I was also provided with witnesses statements for the claimant and Mrs Brown.
- 6. The claimant gave evidence on her own behalf. Initially the first respondent was not intending to call any witness because it was just relying on the pleadings. On it being explained that the pleadings were not evidence, the first respondent reconsidered its position and Mr Saunders was called to give evidence on its behalf. Mrs Brown gave evidence on behalf of the second respondent.
- 7. The claimant and her husband did not have a separate computer. I permitted them to use the same computer but required Mr Morton to sit behind the claimant for the duration of her evidence, there being no objection raised by the respondents.
- 8. On completion of the evidence all parties made written and / oral submissions. Judgment was reserved.

### **CLAIMS / ISSUES**

- 9. The parties agreed that the claim to be determined was whether there had been a failure to inform and consult contrary to regulation 13 of the TUPE regulations.
- 10. The parties agreed that the issues to be determined were as follows:
  - 10.1 Was the claimant an affected employee of the first respondent transferor or second respondent transferee?
  - 10.2 If yes, did the respondent/s inform or consult the claimant, if not why not?

- 10.3 Were there special circumstances which made it not reasonably practicable to inform and consult?
- 10.4 Which, if any, respondent is liable?
- 10.5 Are the respondents joint and severally liable?
- 11. The claimant's representative initially stated that the claimant was withdrawing her claim against the second respondent, on the basis of the written submissions provided by Mr Brotherton that there was no obligation under the TUPE Regulations on the transferee to inform or consult transferring employees. This submission had not addressed the provision on 'joint and several' liability under regulation 15(9). The claimant's representative was given an opportunity to reconsider his position and having done so confirmed that the claim against the second respondent was to continue. I indicated that I would ask all parties to address me on the issue of liability in their closing submissions.

#### **FACTUAL FINDINGS**

- 12. I have only made findings of fact in relation to those matters relevant to the issues to be determined. Where there were facts in dispute I have made findings on the balance of probabilities.
- 13. The first respondent is a catering company employing 525 persons. It was contracted to provide catering services to the second respondent, a small independent boarding school (the College). The second respondent employs 33 staff of which 2 teachers and 5 admin staff are full-time, the rest being part-time. It has 62 students on the roll of which 3 are overseas and receive tuition online.
- 14. On 29 September 2003 the claimant commenced employment with the first respondent as a Catering Assistant, and from this date worked solely at the College.
- 15. On 19 July 2021 Mr Andrew Saunders (Managing Director of the first respondent), emailed Ms Ruth Kidane (Finance Manager of the second respondent) who was his point of contact, informing her that "following the resignation of Christina [the chef], with regret we must inform the College we are terminating our catering agreement with the College as of 31st August 2021" (pg 38). Ms Kidane was informed that if the College wished to continue a catering service under its own management or another contractor then the claimant would transfer under TUPE, alternatively if the College did not need a catering service this would give rise to a redundancy situation. The only employee affected by this decision was the claimant.
- 16. On 22 July 2021 Ms Kidane emailed Mr Saunders stating that she had passed the message onto the CEO but had not received any reply. The CEO was Mr Sridhar Subramanian, who sits on the Board of Trustees that governs the College. Neither Ms Kidane nor Mr Subramanian appear to have informed the College's senior management team, despite having their contact details, as was confirmed by Mrs Brown (Head of Student Welfare) in her evidence.

- 17. In the same email Ms Kidane stated she did not know the College's plans for the catering services once the contract with the first respondent was terminated and asked Mr Saunders not make the claimant redundant until a reply was received (pg 39). Mr Saunders responded on 23 July 2021 stating that the claimant would be placed on furlough until September (pg 39). Mr Saunders confirmed in his evidence that by the time of this email he had sought legal advice and was aware of the duty on the first respondent to inform and consult affected employees of a TUPE transfer.
- 18. On 23 August 2021 Mr Saunders provided Ms Kidane with basic employee information about the claimant as required under TUPE (pg 40).
- 19. It was only towards the end of August that Ms Kidane spoke to Mr Chris Drew (the College Principle) and Mrs Brown about the termination of the catering contract. Mrs Brown stated that the reason that there had not been an earlier conversation was because everyone was on school holiday, and because the second respondent hoped that Mr Saunders would change his mind and give them more time. She admitted that she had been available 'in and out' at the end of July and was only on holiday from the 2 August 2021. She admitted that Mr Saunders had given no indication that he would change his mind, and that they had not asked him to defer the date of the transfer to allow time for the claimant to be informed and consulted.
- 20. Mr Saunders evidence was that he had sent a number of emails and had 'spoken to the College over a number of weeks'. He confirmed that the emails were those in the bundle. In relation to the telephone conversations, he referred to conversations with Ms Kildane but could not recall the dates or details. I find that he did have one or two phone conversations with Ms Kidane over the 6-week period, since this would be consistent with the emails in the bundle. Mr Saunders also stated that he spoke to Mr Drew and Ms Brown towards the end of August, but did not keep a note.
- 21. On 31 August 2021, Ms Kidane emailed Mr Saunders, copied to Mr Drew and Mrs Brown, stating 'I am not sure as I am on annual leave. We had a brief conversation with Chris [Drew] and Trish [Brown] last week. Chris and Trish is there any update of contacting Eileen' (pg 41). I have not been provided with the email from Mr Saunders that Ms Kidane is responding to.
- 22. On 1 September 2021 the catering services transferred from the first respondent to the second respondent. Mr Saunders telephoned the claimant to inform her of the fact that the first respondent had terminated the catering contact with the College and that the claimant may be transferred to the second respondent. This was the first that the claimant was aware of any potential transfer or termination of her contract. In evidence she stated that she was 'shocked and distressed at the sudden and unexpected news'. This was followed by a letter of the same date from Mr Saunders to the Claimant in which he confirmed that he was endeavouring to get confirmation from the College as to the position (pg 43).
- 23. Mr Saunders stated that the reason why he did not speak to the claimant earlier was because he did not want to worry the claimant until he had an answer from

- the College as to whether she was to be transferred or not. It was, he said, an impossible situation.
- 24. Following the telephone conversation, at 9:43 Mr Saunders wrote to Ms Kidane that he had spoken to the claimant and explained the situation and that 'I really need to speak talk to you urgently reference her transfer' (pg 41).
- 25. At 11:04, Mrs Brown emailed Mr Saunders to acknowledge his correspondence stating that she would contact him later that day after talking to Ms Kidane and Mr Drew (pg 42). Mr Saunders responded at 14:38 'Really do need to speak to you today please re Eileen Morton!' (pg 42).
- 26. On 3 September 2021 Mr Saunders telephoned the claimant to inform her that the transfer from the 1 September 2021 had now been confirmed.
- 27. On 6 September 2021, the claimant return to work with the College. She emailed Mr Saunders in response to the letter of the 1 September 2021 stating:
  - 'Thanks for the letter, however I do have some concerns, a TUPE transfer is supposed to consulted with the employee (or employee representative) their has been no consultation with me. Whilst I appreciate the circumstances, after 18 years of loyal service, you will I hope appreciate my concern at a very sudden change with no warning (sic)' (pg 45). The claimant also raised other issues that are not relevant to this hearing.
- 28. Mr Saunders responded acknowledging that consultation had not taken place and stating, 'however as we discussed this was a very difficult situation with the College due to the holiday period and the Senior Team away during August' (pg 45).
- 29. On 12 September 2021 the claimant emailed Mr Saunders complaining of the failure to consult (pg 46).
- 30. On 16 September 2021 the claimant received written confirmation from the second respondent that she had been TUPE transferred from the 1 September 2021 (pg 50)
- 31. On 23 September 2021 Mr Saunders responded stating that 'it was not until the 1st September, despite repeated emails and calls regarding the TUPE transfer or redundancy question, that the College confirmed they would be opening and you would transfer'. In other words the reason that the first respondent had not consulted the claimant was because the first respondent did not know the second respondent's intentions in relation to the provision of catering services from 1 September 2021 (pg 49).
- 32. On 27 September 2021, the claimant again emailed Mr Saunders regarding the failure to consult seeking compensation for the distress caused (pg 47).

#### THE LAW

- The duty to inform and consult representatives is contained in the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE Regulations).
- 34. Regulation 13 of the TUPE Regulations, provides that:
  - '.....any employees of the transferor or the transferee (whether or not (1) assigned to the organised grouping of resources or employees that is the subject of a relevant transfer) who may be affected by the transfer or may be affected by measures taken in connection with it"; and references to the employer shall be construed accordingly.
  - Long enough before a relevant transfer to enable the employer of any (2) affected employees to consult the appropriate representatives of any affected employees, the employer shall inform those representatives of—
    - (a) the fact that the transfer is to take place, the date or proposed date of the transfer and the reasons for it:
    - (b) the legal, economic and social implications of the transfer for any affected employees;
    - (c) the measures which he envisages he will, in connection with the transfer, take in relation to any affected employees or, if he envisages that no measures will be so taken, that fact; and
    - (d) if the employer is the transferor, the measures, in connection with the transfer, which he envisages the transferee will take in relation to any affected employees who will become employees of the transferee after the transfer by virtue of regulation 4 or, if he envisages that no measures will be so taken, that fact'.

The transferee shall give the transferor such information at such a time (4) as will enable the transferor to perform the duty imposed on him by virtue of paragraph (2)(d).

(9) If in any case there are special circumstances which render it not reasonably practicable for an employer to perform a duty imposed on him by any of paragraphs (2) to (7), he shall take all such steps towards performing that duty as are reasonably practicable in the circumstances.'

Under regulation 13 the appropriate representative is an existing trade union representative, or either an existing employee representative or one elected specifically for the purposes of complying with the duty to inform and consult: regulation 13(3). Regulation 14 sets out how an election should be conducted. Regulation 13(11) permits the employer to give the affected employees the information set out in regulation 13(2), where they fail to elect an employee representative within a reasonable period of time.

Regulation 15 of the TUPE Regulations sets out how the provision can be 35. enforced and provides that:

- '(1) Where an employer has failed to comply with a requirement of regulation 13..... a complaint may be presented to an employment tribunal on that ground—
  - (a) in the case of a failure relating to the election of employee representatives, by any of his employees who are affected employees;

. . . . .

- (2) If on a complaint under paragraph (1) a question arises whether or not it was reasonably practicable for an employer to perform a particular duty or as to what steps he took towards performing it, it shall be for him to show—
  - (a) that there were special circumstances which rendered it not reasonably practicable for him to perform the duty; and
    - (b) that he took all such steps towards its performance as were reasonably practicable in those circumstances.

. . . .

(5) On a complaint against a transferor that he had failed to perform the duty imposed upon him by virtue of regulation 13(2)(d) .... he may not show that it was not reasonably practicable for him to perform the duty in question for the reason that the transferee had failed to give him the requisite information at the requisite time in accordance with regulation 13(4) unless he gives the transferee notice of his intention to show that fact; and the giving of the notice shall make the transferee a party to the proceedings.

. . .

- (7) Where the tribunal finds a complaint against a transferee under paragraph (1) well-founded it shall make a declaration to that effect and may order the transferee to pay appropriate compensation to such descriptions of affected employees as may be specified in the award.
- (8) Where the tribunal finds a complaint against a transferor under paragraph (1) well-founded it shall make a declaration to that effect and may—
  - (a) order the transferor, subject to paragraph (9), to pay appropriate compensation to such descriptions of affected employees as may be specified in the award; or
  - (b) if the complaint is that the transferor did not perform the duty mentioned in paragraph (5) and the transferor (after giving due notice) shows the facts so mentioned, order the transferee to pay appropriate compensation to such descriptions of affected employees as may be specified in the award.
- (9) The transferee shall be jointly and severally liable with the transferor in respect of compensation payable under sub-paragraph (8)(a) .....'
- 36. The duty imposed by regulation 13 is on the employer to inform the appropriate employee representative/s not the affected employee. However, as Burton J in **Russell v Bacon's College** (EAT 98/99) explained at para 11:
  - '(1) .....there is a "primary" duty on employers to inform employee representatives under Regulation 10(2) [now Regulation 13(2)].

- (2) If employers do not inform employee representatives they are in breach, whether or not such employee representatives exist.
- (3) What might otherwise seem strange, namely imposing a statutory obligation to do the impossible, is remedied. It is remedied in two ways:
  - (i) By Regulation 10(8) [now Regulation 13(10)] provision is made that where the employer has invited any employees to elect employee representatives their duty is fulfilled by consulting those representatives;
  - (ii) Paragraph 10(7) [now regulation 13(9)] provides: "If in any case there are special circumstances which render it not reasonably practicable for an employer to perform a duty imposed on him by any of paragraphs ....., he shall take all such steps towards performing that duty as are reasonably practicable in the circumstances".'

Therefore, if a respondent transferor has not invited the affected employees to elect a representative for the purposes of information and consultation then it has not taken all reasonably practical steps towards complying with its information and consultation duties and thus is in breach: **Russell**; **Howard v Millrise Ltd** (in liquidation) [2005] ICR 435 (EAT).

- 37. There is a defence of 'special circumstances' under regulation 15(2). The burden is on the employer to show that the special circumstances defence applies. The courts in the analogous area of redundancy consultation have construed 'special circumstances' narrowly. The basic principle is that circumstances are only special if they are 'exceptional or out of the ordinary': Clarks of Hove Limited v Bakers' Union [1978] ICR 1076 (CA). Even where special circumstances are shown, the employer must still take all steps towards compliance as are reasonably practicable in the circumstances of the case: Shanahan Engineering Ltd v Unite the Union (EAT 0411/09).
- 38. Regulation 15(9) makes both the transferor and transferee 'jointly and severally liable' in respect of compensation where a transferor is in breach of the duty to consult under regulation 15(8)(a). The tribunal is not permitted to apportion liability: **Todd v Strain [2011] IRLR 11 (EAT).** Whilst it may feel unfair for a transferee to be held to be jointly liable for the failures of the transferor, in fact this provision is designed to address a potential unfairness to the transferee. Under regulation 4(2), on completion of a relevant transfer, all the transferor's rights, powers, duties and liabilities transfer to the transferee. Without regulation 15(9) this would mean that only the transferee would be liable and there would be no incentive on a transferor to comply with the duty to inform and consult. This would undermine the purpose of the provisions, and for that reasons Parliament has made both the transferor and transferee jointly and severally liable.
- 39. If the transferor is in breach of the duty to consult under regulation 15(8)(b), then the transferee alone may be ordered to pay compensation. However this is only in relation to the duty under regulation 13(2)(d) to inform the appropriate representative about any measures that the transferee envisages taking in connection with the transfer, including if no such measures are envisaged. This is because, in order to comply with this duty the transferor is reliant on the transferee under regulation 13(4) to provide this information.

- 40. In relation to the amount of compensation to be awarded under regulation 16(3), this shall be a sum 'not exceeding 13 weeks' pay .... as the tribunal considers just and equitable having regard to the seriousness of the failure of the employer to comply with his duty.' As is noted in **Sweetin v Coral Racing** [2006] IRLR 252 (EAT), Parliament intended the awards to be penal in nature rather than solely compensatory.
- 41. Gibson LJ in the redundancy consultation case of **Susie Radin Ltd v GMB** [2004] ICR 893 (CA), suggested the following guidelines at para 45:
  - '(1) The purpose of the award is to provide a sanction for breach by the employer of the obligations... it is not compensate the employees for loss which they have suffered in consequence of the breach.
  - (2) The tribunal have a wide discretion to do what is just and equitable in all the circumstances, but the focus should be on the seriousness of the employers default.
  - (3) The default may vary in seriousness from the technical to a complete failure to provide any of the required information and to consult;
  - (4) The deliberateness of the failure may be relevant, as may be the availability to the employer of legal advice about his obligations...
  - (5) .....a proper approach in the case where there has been no consultation is to start with the maximum period and reduce it only if there are mitigating circumstances justifying a reduction to the extent to which the tribunal consider appropriate'.

**Sweetin v Coral Racing** [2006] IRLR 252 (EAT) confirmed the applicability of this guidance to TUPE reg 13 cases, but considered that the tribunal also could have regard to any loss sustained by the employee cause by the employer's failure, 'so long as it recognised that the focus of the award requires to be the penal nature which governs it and proof of loss is neither necessary nor determinative of the level at which to fix the award' (para 31).

42. Mitigating circumstances can include factors that were relied on in any 'special circumstances' defence.

#### **DISCUSSION AND CONCLUSIONS**

Was the claimant an affected employee of the transferor / transferee?

43. This is not in dispute. The claimant clearly was an affected employee of the first respondent since it was her post that was being transferred.

Was there a failure to inform and consult the affected employees?

44. This is also not in dispute; the first respondent admits that it did not take any steps to inform or consult the claimant prior to the transfer date of 1 September 2020 in relation to any of the factors set out in regulation 13(2) (pg 32). Nor did it take any steps to invite the claimant to elect a representative to enable the first

- respondent to comply with its duty to inform and consult as required under regulation 13(3).
- 45. Therefore, the first respondent is in breach of the "primary" duty on employers to inform and consult under Regulation 13(2), whether or not such employee representatives exist, as explained in the cases of **Russell** and **Howard**.

# Were there special circumstances which made it not reasonably practicable to inform and consult?

- 46. This is the crux of this case and I remind myself that the burden of proof is on the respondent. The first respondent's evidence is that it was waiting to hear from the second respondent as to its intentions and did not wish to worry the claimant.
- 47. I do not accept that such a circumstance was either exceptional or out of the ordinary such that it was not reasonably practicable to comply with the duty to inform and consult. It was the first respondent's decision to terminate the catering contract with the second respondent and to do so over the summer holidays. I accept that this was triggered by the resignation of the chef, however the first respondent determined the termination date and it could have provided longer notice. Further, and in any event, this was not an immediate event; there was a 6-week period over which the first respondent could have taken some steps to at least comply with the duties under regulation 13(2).
- 48. Finally, even if it was not reasonably practicable for the first respondent to comply with the duties imposed by regulation 13(2), there was no evidence that the first respondent had taken 'all such steps towards performing that duty as are reasonably practicable in the circumstances'. The first respondent could have contacted the claimant to warn her of the imminent transfer and provide what information he could and explain what steps he was taking to resolve the situation. He could have also delayed the date of the transfer to enable a proper discussion with the second respondent outside the school holidays. I therefore conclude that there were no special circumstances that made it not reasonably practicable for the first respondent to comply with the duty to inform and consult the claimant.

#### Which employer is liable?

- 49. The first respondent submits that it is not liable under regulation 15(8)(b) of the regulations because it was unable to confirm the details as to what was intended and any measures the second respondent may take with reference to reg 15(4). In order to run this defence the first respondent has to comply with the notice requirements under regulation 15(5). I confirm that this has been complied with and no point has been raised by the second respondent to the contrary.
- 50. I accept that the first respondent did not know what the second respondent intended until after the transfer had taken place on 1 September 2020. However that is only a potential defence in relation to the failure to comply with regulation 13(2)(d) regarding any measure to be taken in connection to the transfer. It is not a defence to the breach of regulations 13(2)(a-c). Regulation 13(2)(a)

requires the first respondent to provide information as to the fact of the transfer, the proposed date and reasons for it. This was information that the first respondent was aware of since the potential transfer was as a result of its decision to terminate its contract with the second respondent. Regulation 13(2)(b) requires the first respondent to provide information as to the legal, economic and social implications of the transfer. This is information that the first respondent was in a position to provide having received legal advice. Regulation 13(2)(c) requires the first respondent to provide information in relation to any measure that the first respondent envisages he would take in relation to the transfer. This is information that the first respondent was in a position to provide, since he had decided that if there was not in fact a transfer the claimant's contract would be terminated by redundancy.

- 51. Further and alternatively in relation to the breach of regulation 13(2)(d), I find that even if the second respondent had provided the requisite information, the first respondent was not in a position to inform or consult over it, having failed to invite the affected employee to elect a representative which is a pre-requisite to the duty to inform and consult. Further the first respondent had not informed the claimant that a potential transfer was to take place, which he would have needed to do before he informed her of any intended measures. Finally, even if the first respondent could not comply with this particular duty due to the lack of information provided by the second respondent, nevertheless he did not take all such steps as were reasonable practicable in the circumstances towards complying with this duty. For example informing the claimant of the situation and explaining what steps her was taking to resolve.
- 52. The second respondent submits that it is not liable for any breach by the first respondent because the duty under regulation 13(2) is a duty to consult its own affected employees. I accept that the duty in relation to regulation 13(2) is placed on the transferor in respect of transferring employees. However, under regulation 15(8)(a) the second respondent is jointly and severally liable.

### What compensation is the claimant entitled to?

- 53. The claimant has claimed the maximum compensation available under regulation 15 and 16(3) for 13 weeks' pay. Since there has been a complete failure to comply with the duty to inform and consult, and the first the claimant knew of the transfer was the day of the transfer itself, 13 weeks is the starting point: **Susie Radin**.
- 54. I consider that there were the following mitigating circumstances in this case:
  - 54.1 The first respondent's reason for not informing and consulting the claimant was a benign one, Mr Saunders did not want to unduly worry the claimant over the holiday period until he knew what was likely to happen to her job i.e. whether she was to be TUPE'ed over to the second respondent or made redundant. He did ask the respondent to confirm its position when he first contacted them in July.
  - 54.2 The second respondent is a small employer and the notice of termination of the contract occurred over the school summer holidays, when senior

management were less available to make a decision as to its intentions with regard to continuing the catering service.

- 55. On the other hand there were a number of factors that increase the seriousness of the default:
  - There was a 6-week period during which no attempt was taken by the first respondent to inform or consult the claimant.
  - There was a lack of urgency by the first respondent. According to the evidence before me, the actions taken by Mr Saunders was limited to the emails in the hearing bundle (set out above) and one or two telephone conversations with Ms Kidane and a single telephone conversation with Mr Drew and Ms Brown one week prior to the transfer date. No action was taken by Mr Saunders to inform or consult the claimant after that conversation. The only evidence of any urgency by Mr Saunders was on the date of the transfer itself, where there are two emails stating that he really needed to speak to the second respondent about the claimant's position.
  - There was even less sense of urgency by the second respondent. The 55.3 CEO does not appear to have taken any action on being informed of the potential transfer in mid-July. Ms Kidane does not appear to have informed the College's senior management, Mr Crew or Mrs Brown, until the end of August. There is no explanation for Mrs Brown not being informed earlier since she was 'in and out' in July and only went on holiday from 2 August 2020. I have not been informed as to whether Mr Crew was available over this period. Even after Mr Crew and Mrs Brown were made aware of the situation, and despite the imminent TUPE transfer, no action appears to have been taken at all during the last week in August. Therefore on the 1 September 2020 (the date of the transfer) it was still not clear whether the claimant was going to be transferred to the second respondent and this decision only appears to have been made on 3 September 2020. The reason for the second respondent's inaction appears to be that they hoped that Mr Saunders would change his mind, despite Mr Saunders having provided them with no indication that he would do.
  - The claimant was only informed of the TUPE transfer by telephone on the 1 September 2020. She was understandably both shocked and distressed at the 'sudden and unexpected news'. It was a poor way to treat an employee with 17 years' of good service.
- 56. Taking all the above circumstances into account, it is 'just and equitable' to award the claimant 10 weeks' pay. From the claim form the claimant's weeks' pay (gross) was £206.77 (£896 a month x 12 months / 52 weeks). Therefore she is entitled to £2067.70

Employment Judge Hart Date: 24 April 2023

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