



# EMPLOYMENT TRIBUNALS

**Claimants:** MR CALEB ANSELL  
MR JOSEPH ANSELL  
MR THOMAS READ

**Respondents:** COURTCARE (UK) LIMITED (in voluntary liquidation)

## ORDER AND REASONS

**Heard at:** Midlands West (by CVP)  
**On:** 2 November 2023 at 2.15 p.m.

**Before:** Employment Judge N. Clarke

**Appearances** For the Claimants: All appeared in person  
For the Respondent: No appearance

## REASONS

1. The Claimants were employed by the Respondent. The lead claim was presented on 11 June 2023 following Early Conciliation between 29 April and 10 June 2023.
2. The claims are each for unpaid wages including accrued holiday entitlement.
3. The Respondent submitted an ET3. That did not challenge primary entitlement to the pay, or that payment had not been made. Instead, it alleged that the Claimant's had breached their contracts by failing to give sufficient notice of resignation, stealing from the Respondent (by unauthorised use of a credit card) and working for a competitor using the Respondent's equipment. This seemed to be either, or both, a defence that the deductions were lawful and a counterclaim for breach of contract.
4. Directions for this hearing and notice of the hearing itself were given on 15 June 2023 by post to the Respondent's registered office.
5. The Respondent went into creditors voluntary liquidation on 7 July 2023. There is no evidence of service of any documents on the liquidator.
6. The Respondent did not comply with the directions or attend today.

7. I heard evidence from Caleb Ansell and Thomas Read. Joseph Ansell attended from Germany and so I did not hear evidence from him. The Claimants had also produced documents that included payslips, bans statements and email correspondence.
8. I am satisfied on the evidence that none of the Claimants were paid the sums that appeared on their last payslips. That was their allegation in the claim form and it had not been challenged by the Respondent. I accepted their evidence on it. I was also satisfied that none of them had been provided with written particulars. Whilst that **had** been denied by the Respondent, the Respondent had not produced any evidence for the hearing. I accepted the Claimants' evidence.
9. The Claimants said that they gave 4 weeks (in respect of the Ansell) and 1 week's notice (Mr Read). That was all that was required by statute. Having accepted that they had not been provided with written contracts, it follows that I was not satisfied of a contractual term requiring longer notice.
10. I accept the Claimants' evidence that they did not steal from the Respondent. The Respondent had not produced any evidence for the hearing. I also accepted the Claimants' evidence that this had not been raised until they gave notice.
11. The Ansell accepted that they had worked for another company whilst employed by the Respondent, but denied using the Respondents tools or equipment. I accepted that evidence. Having found there was no written contract, I am not satisfied that there was a contractual term preventing them from so doing.
12. It follows that I was not satisfied that the Respondent was entitled to make deductions from the Claimants' wages. Neither am I satisfied that they breached their contracts of employment.
13. Each Claimant claimed to be entitled to 4.2 days holiday pay, which I accepted.
14. I award each Claimant 2 weeks pay for the failure of the Respondent to give them written terms of employment.
15. The Respondent was properly served with the orders and notice of hearing and so the claims should have come to the liquidator's attention, but they have not been separately served. The Secretary of State may have a liability in relation to these matters.
16. I have provisionally determined the above facts from which I conclude that the following sums are due to the Claimants. However, before I give judgment to that effect, I will allow the liquidator and Secretary of State and opportunity to object to that course.
17. In the absence of objections from either the Secretary of State or liquidator within 28 days of this order being sent to them I propose that the judgment should be made for the following sums (all gross):-

1. Caleb Ansell:

- a) Arrears of pay £3149.99
- b) Holiday pay £661.29
- c) Section 38 Employment Act 2002 £1286
- d) TOTAL £5097.28

2. Joseph Ansell:

- a) Arrears of pay £2315.82
- b) Holiday £486.15
- c) Section 38 Employment Act 2002 £1077.12
- d) TOTAL £3879.09

3. Thomas Read:

- a) Arrears of pay £2419.44
- b) Holiday £507.99
- c) Section 38 Employment Act 2002 £1015.98
- d) TOTAL: £3943.41

## **ORDER**

- 18. Tribunal papers and a copy of this order shall be sent to the Liquidator and Secretary of State.
- 19. The Claimants shall be notified of details of the Redundancy Payments Service
- 20. In the event of no objection being raised by the Liquidator or Secretary of State to the proposed course above, within 28 days of service of this order, I shall give judgment to that effect.
- 21. In the event of any objection, the Claimants consent to me dealing with the objections on the papers. The objecting party shall set out (in the objection letter) whether they consent to the objections being dealt with on the papers or not.

Employment Judge Clarke

2 November 2023