



EMPLOYMENT TRIBUNALS

Claimants

Mrs C Duffin
Ms M Speechley
Ms L Whitney

v

Respondent

Baguettaway Kettering Ltd

Heard at: Cambridge
On: 16 October 2023
Before: Employment Judge Tynan

Appearances

For the Claimants: In person
For the Respondent: Did not attend and was not represented

JUDGMENT

1. The name of the Respondent is amended to Baguettaway Kettering Ltd.
2. By virtue of the operation of regulation 4 of the Transfer of Undertakings (Protection of Employment) Regulations 2006, at the date of termination of her employment, the Second Respondent had been continuously employed by the Respondent for 16 years.
3. The Claimants were dismissed by reason of redundancy and are entitled to redundancy payments as follows:
 - 3.1. In the case of the First Claimant, a payment of **£2,493.75**;
 - 3.2. In the case of the Second Claimant, a payment of **£5,453**; and
 - 3.3. In the case of the Third Claimant, a payment of **£399**.
4. The Respondent dismissed the Claimants in breach of contract by not giving them the full notice terminating their employment to which they were entitled or paying them in lieu thereof. The Tribunal awards them compensation for breach of contract as follows:
 - 4.1. To the First Claimant, the gross sum of **£665**;

- 4.2. To the Second Claimant, the gross sum of **£3,895**; and
- 4.3. To the Third Claimant, the gross sum of **£570**.
5. The Respondent has made unauthorised deductions from the First and Third Claimants' wages and is ordered to pay them respectively the gross sum of **£332.50** and **£114** in respect of such deductions.
6. The Respondent has failed to pay the Claimants' holiday entitlement and is ordered to pay the Claimants the following sums:
 - 6.1. To the First Claimant, the gross sum of **£997.50**;
 - 6.2. To the Second Claimant, the gross sum of **£1,168.50**; and
 - 6.3. To the Third Claimant, the gross sum of **£342**.
7. When these proceedings were begun the Respondent was in breach of its duty to the Claimants under section 1(1) of the Employment Rights Act 1996. The Tribunal considers it just and equitable to increase the Claimants' awards by the higher amount of 4 weeks' pay. The Respondent is ordered to pay the Claimants the following sums:
 - 7.1. To the First Claimant, the sum of **£1,330**;
 - 7.2. To the Second Claimant, the sum of **£1,558**; and
 - 7.3. To the Third Claimant, the sum of **£456**.
8. In summary, the Tribunal has made the following awards in favour of each Claimant:
 - 8.1. To the First Claimant, Mrs Duffin, a total award of **£5,818.75**;
 - 8.2. To the Second Claimant, Ms Speechley, a total award of **£12,074.50**; and
 - 8.3. To the Third Claimant, Ms Whitney, a total award of **£1,881**.

Employment Judge Tynan

Date: 16 October 2023

Sent to the parties on: 6 December 2023

For the Tribunal Office

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.



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