

Case No: 1309117/2022
1308880/2022
1309119/2022
1309049/2022
1309118/2022



EMPLOYMENT TRIBUNALS

Claimant: (1) Miss G Hendy
(2) Miss J Tomkinson
(3) Miss H Roberts
(4) Mr D Male

Respondent: The New Inn Newport Limited (in substitution for Darren Wood)

Heard at: Midlands West Employment Tribunal

On: **05 December 2023**

Before: Judge Hussain

Representation:
Claimants: In person
Respondent: Mr C Illangaratne (counsel)

JUDGMENT

1. By consent, the claim against Darren Wood is dismissed and The New Inn Newport Limited is substituted as respondent in the claim made by Miss Hendy.
2. By consent, the claims by Ms Roberts issued under no. 1309119/2022 and the duplicate claim issued by Miss J Tomkinson under claim no. 1308880/2022 are dismissed upon withdrawal.
3. The application to strike out the claims is refused.

Miss Hendy (1309117/2022)

4. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of £2654.28 (6 years' service calculated using weekly pay of £442.38).

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5. The complaint of breach of contract in relation to notice pay is well-founded.
6. The respondent shall pay the claimant £2654.28 (6 weeks x £442.38) as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

Miss Tomkinson (1309118/2022)

7. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of £3287.79 (6 years' service calculated using weekly pay of £365.31).
8. The complaint of breach of contract in relation to notice pay is well-founded.
9. The respondent shall pay the claimant £2191.86 (6 weeks x £365.31) as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.
10. The complaint in respect of holiday pay is well-founded. The respondent failed to pay the claimant in accordance with regulation 14(2) and/or 16(1) of the Working Time Regulations 1998.
11. The respondent shall pay the claimant £983.91 (18 days accrued annual leave). The claimant is responsible for paying any tax or National Insurance.

Mr Male (1309049/2022)

12. The claimant was an employee of the respondent at the relevant time.
13. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of £1629 (6 years' service calculated using weekly pay of £181).
14. The complaint of breach of contract in relation to notice pay is well-founded.
15. The respondent shall pay the claimant £362 (2 weeks x £181) as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

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16. The complaint in respect of holiday pay is well-founded. The respondent failed to pay the claimant in accordance with regulation 14(2) and/or 16(1) of the Working Time Regulations 1998.
17. The respondent shall pay the claimant £323.54p (35.75 hours accrued annual leave). The claimant is responsible for paying any tax or National Insurance.

Employment Judge Hussain

Date 05 December 2023

Notes

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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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>