



EMPLOYMENT TRIBUNALS

Claimant: Ms L Nightingale

Respondents: Mr Neil Chidzey (“R1”)
Mr J Turner trading as Joseph Barbershop (“R2”)
Mr Joseph Turner (“R3”)
Mr Neil Chidzey and Mr Joseph Turner trading as Lunch at Twelve (“R4”)
Mr Neil Chidzey trading as Lunch at Twelve Catering (“R5”)

Heard at: Cardiff (by CVP)

On: 25 January 2024, 26 January 2024 and 29 January 2024

Before: Employment Judge Brace

REPRESENTATION:

Claimant: In person

Respondent: Mr N Chidzey, in person

JUDGMENT

The judgment of the Tribunal is as follows:

Unfair Dismissal

1. All claims brought against Mr J Turner, whether t/a Joseph Barbershop (R2) or Mr Joseph Turner (R3), are not well-founded and are dismissed.
2. All claims against Mr Joseph Turner and Mr Neil Chidzey, a partnership t/a ‘Lunch at Twelve’ (R4), are not well founded and are dismissed.
3. The complaint of unfair dismissal against Mr Neil Chidzey (R1 and R5) is well-founded. The Claimant was unfairly dismissed.
4. Mr Chidzey is therefore ordered to pay to the Claimant the following sums:
 - a. A basic award of **£1,286** (2 week’s qualifying pay capped at £643 per week).

- b. A compensatory award of 4 weeks' net pay and employer contributions (4 x £672.40) **£2,689.60**; and
 - c. The sum of **£500** for loss of statutory rights.
5. The Employment Protection (Recoupment of Benefits) Regulations 1996 apply:
 - a. The total monetary award (i.e. the compensatory award plus basic award) payable to the claimant for unfair dismissal is **£4,475.60**
 - b. The prescribed element is **£2,689.60**.
 - c. The period of the prescribed element is from **14 July 2023 to 29 January 2024**.

Notice Pay

6. The complaint of breach of contract in relation to notice pay is well-founded.
7. Mr N Chidzey shall pay the Claimant **£744.01** as damages for breach of contract for pay during the Claimant's one week notice period from 8 - 14 July 2023. This figure has been calculated using gross pay, less £109.40 SSP received, to reflect the likelihood that the Claimant will have to pay tax on it as Post Employment Notice Pay.

Written Itemised Pay Statements

8. Mr N Chidzey failed to give the Claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 in the period 13 September 2022 to 14 July 2023.
9. Mr N Chidzey made unnotified deductions totalling **£1,423.87** from the pay of the Claimant in the 13 weeks prior to presentation of the claim form. Mr N Chidzey shall therefore pay the Claimant **£1,423.87** in respect of those deductions.

Failure to provide a written statement of employment particulars

10. When the proceedings were begun the Respondent was in breach of its duty to provide the Claimant with a written statement of employment particulars. There are no exceptional circumstances that make an award of an amount equal to two weeks' gross pay unjust or inequitable. It is not just and equitable to make an award of an amount equal to four weeks' gross pay. In accordance with section 38 Employment Act 2002 the Respondent shall therefore pay the Claimant **£1,706.82**.

Employment Judge Brace
30 January 2024

Judgment sent to the parties on 31 January 2024
For the Tribunal Mr N Roche

Note

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

Public access to employment tribunal decisions

Judgments (apart from judgments under rule 52) and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.