



## THE EMPLOYMENT TRIBUNALS

**Claimants** (1) Mr Thomas Nelson  
(2) Mr James A Nelson  
(3) Mr Adrian RW Bailey

**Respondent** J and B Nelson Construction Limited

**Heard at** Newcastle upon Tyne Hearing Centre via CVP video link

**On** 14 February 2024

**Before** Employment Judge Langridge

**Representation:**

**Claimants** Mr Thomas Nelson (representing all three claimants)  
**Respondent** No appearance

## JUDGMENT

The judgment of the Tribunal is as follows:

### Notice Pay

1. Each claimant was entitled to receive 12 weeks' notice under section 86 Employment Rights Act 1996 when his employment was terminated without notice on 5 June 2023. The complaints of breach of contract in relation to notice pay are therefore well-founded.
2. The respondent shall pay the claimants the sums set out below as damages for breach of contract. These figures have been calculated using gross pay to reflect the likelihood that the claimants will have to pay tax on it as Post Employment Notice Pay.

Thomas Nelson – £9,000

James Nelson – £10,380

Adrian Bailey – £7,800

Redundancy payment

3. Under section 163 Employment Rights Act 1996 it is determined that each claimant is entitled to a redundancy payment as set out below. These payments are not subject to deduction of tax.

Thomas Nelson – £10,931

James Nelson – £12,217

Adrian Bailey – £8,037.50

SE Langridge  
Employment Judge Langridge

**SIGNED BY EMPLOYMENT JUDGE ON  
14 February 2024**