



EMPLOYMENT TRIBUNALS

First Claimant: Mr G Clark
Second Claimant: Mr M Clark
Third Claimant: Mr G Harrison
Fourth Claimant: Mr R McCarthy

Respondents: Mr Peter Watkins (1)
Mr Andrew Wild (2) (trading as Camwal Engineering)

Heard at: Bristol (by CVP) **On:** 17 February 2025

Before: Employment Judge Halliday

REPRESENTATION:

Claimants: Mr M Clark and Mr R McCarthy in person
and representing Mr G Clark and Mr G Harrison
Respondents: Did not attend

JUDGMENT

The judgment of the Tribunal is as follows:

Wages

1. The complaints of unauthorised deductions from wages are well-founded. The Respondents made unauthorised deductions from the Claimants' wages in the period November and December 2023.

2. The Respondents shall pay the following sums:
 - a. To the First Claimant **£4,336**,
 - b. To the Second Claimant **£4,156**
 - c. To the Third Claimant **£3,986**
 - d. To the Fourth Claimant **£3,958**

These sums are the gross sum deducted. The Claimants are responsible for the payment of any tax or National Insurance.

Notice Pay

3. The complaints of breach of contract in relation to notice pay are well-founded.
4. The Respondents shall pay the following sums as damages for breach of contract:
 - a. To the First Claimant 12 weeks' notice pay of **£7,776**
 - b. To the Second Claimant 12 weeks' notice pay of **£7,128**
 - c. To the Third Claimant 12 weeks' notice pay of **£7,176**
 - d. To the Fourth Claimant 8 weeks' notice pay of **£4,752**

These figures have been calculated using gross pay to reflect the likelihood that the Claimants will have to pay tax on them as Post Employment Notice Pay

Redundancy Payment

5. Under section 163 Employment Rights Act 1996 it is determined that each of the Claimant are entitled to redundancy payments. The Respondents shall pay the following statutory redundancy payments:
 - a. To the First Claimant **£19,290**
 - b. To the Second Claimant **£9,801**
 - c. To the Third Claimant **£19,290**
 - d. To the Fourth Claimant **£7,128**

Unfair Dismissal

6. The complaints of unfair dismissal are well-founded.
7. There is a 100% chance that the Claimants would have been fairly dismissed in any event.
8. The respondent shall pay each of the Claimants the following sums:
 - (a) A basic award of **£0**, the Claimants already having been awarded statutory redundancy entitlements.
 - (b) A compensatory award of one week's pay as compensation for the failure to consult with the Claimants. The Respondents shall therefore pay:
 - a. To the First Claimant **£648**
 - b. To the Second Claimant **£594**
 - c. To the Third Claimant **£598**
 - d. To the Fourth Claimant **£594**

Failure to provide a written statement of employment particulars

9. When the proceedings were begun the Respondent were in breach of their duty to provide the Claimants 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 Respondents shall therefore pay
 - a. To the First Claimant **£1,296**
 - b. To the Second Claimant **£1,188**
 - c. To the Third Claimant **£1,196**
 - d. To the Fourth Claimant **£1,118**

Approved by:

**Employment Judge Halliday
17 February 2025**

Judgment sent to the parties on:
5 March 2025

Jade Lobb
For the Tribunal:

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 51) 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.