

**Reference numbers**

2302951/2024
2302953/2024
2302183/2024
2302174/2024
2302170/2024
2302726/2024

EMPLOYMENT TRIBUNALS

London South Employment Tribunal

17 April 2025 (video)

Claimants: Mrs Elaine Tapsell, Ms Maria Hughes, and Mr Ellis Tilley-Hughes

Respondents: Consult Group Ltd [R1], Consult Cleaning Limited [R2] (dissolved), Mr Gavin Galloway [R3], and Ms Carly Crombie [R4]

Before: Judge M Aspinall (sitting as an Employment Judge)

Appearances: Mrs E Tapsell, in person
Ms M Hughes, in person

Judgment

JUDGMENT UNDER RULE 22 OF THE EMPLOYMENT TRIBUNAL PROCEDURE RULES 2024

1. The claims against Consult Cleaning Ltd are dismissed as the company has been dissolved and the proceedings are stayed.
2. The claims against Mr Gavin Galloway and Ms Carly Crombie are dismissed as they cannot be pursued against individuals in their personal capacity.
3. The unfair dismissal claims by all Claimants against all Respondents are dismissed due to insufficient qualifying service under Section 108 of the Employment Rights Act 1996.
4. The claims by all Claimants against Consult Group Ltd for unlawful deductions from wages, failure to provide payslips, failure to provide written particulars of employment, and other payments are well-founded, and the following remedies are awarded:
 - a) Ms Maria Hughes: £775.71 (comprising £289.51 holiday pay, £44.20 for bank holiday working, £221.00 for failure to provide payslips, and £221.00 for failure to provide written particulars of employment)
 - b) Mr Ellis Tilley-Hughes: £319.20 (comprising £91.20 holiday pay, £114.00 for failure to provide payslips, and £114.00 for failure to provide written particulars of employment)
 - c) Mrs Elaine Tapsell: £743.03 (comprising £263.03 for underpayment of supervisor role, £240.00 for failure to provide payslips, and £240.00 for failure to provide written particulars of employment)
5. The Tribunal hereby orders that Consult Group Ltd shall pay the awarded sums to each Claimant forthwith. The Respondent shall make these payments in full without deduction (other than any already accounted for in the calculation).
6. It shall be the responsibility of each Claimant, upon receipt of payment, to report these sums to HM Revenue and Customs (HMRC) and to account for any income tax, National Insurance contributions, or other statutory deductions properly due on these amounts. The Tribunal

reminds the Claimants that some elements of these awards may be subject to taxation whilst others may be exempt, and they should seek appropriate advice regarding their tax obligations. Each Claimant should retain all documentation relating to these payments to facilitate accurate reporting to HMRC in their self-assessment tax returns or other appropriate tax declarations.

DISPOSALS

MS MARIA HUGHES (Case Nos: 2302170/2024 and 2302726/2024)

7. In Case No. 2302170/2024 (against Consult Cleaning Ltd and Mr Gavin Galloway):
 - a) The claim against Consult Cleaning Ltd is dismissed as the company has been dissolved.
 - b) The claim against Mr Gavin Galloway is dismissed as it cannot be pursued against him in his personal capacity.
 - c) The unfair dismissal claim is dismissed due to insufficient qualifying service under Section 108 of the Employment Rights Act 1996.
8. In Case No. 2302726/2024 (against Consult Group Ltd and Ms Carly Crombie):
 - a) The claim against Ms Carly Crombie is dismissed as it cannot be pursued against her in her personal capacity.
 - b) The unfair dismissal claim is dismissed due to insufficient qualifying service under Section 108 of the Employment Rights Act 1996.
 - c) The claims for unlawful deductions from wages, unpaid holiday pay, failure to provide payslips, and failure to provide written particulars of employment against Consult Group Ltd are well-founded.
 - d) Consult Group Ltd is ordered to pay Ms Maria Hughes the sum of £775.71, comprising £289.51 holiday pay, £44.20 for bank holiday working, £221.00 for failure to provide payslips (2 weeks' pay), and £221.00 for failure to provide written particulars of employment (2 weeks' pay).

MR ELLIS TILLEY-HUGHES (Case Nos: 2302174/2024 and 2302183/2024)

9. In Case No. 2302174/2024 (against Consult Cleaning Ltd and Mr Gavin Galloway):
 - a) The claim against Consult Cleaning Ltd is dismissed as the company has been dissolved.
 - b) The claim against Mr Gavin Galloway is dismissed as it cannot be pursued against him in his personal capacity.
 - c) The unfair dismissal claim is dismissed due to insufficient qualifying service under Section 108 of the Employment Rights Act 1996.
10. In Case No. 2302183/2024 (against Consult Group Ltd):
 - a) The unfair dismissal claim is dismissed due to insufficient qualifying service under Section 108 of the Employment Rights Act 1996.

- b) The claims for unlawful deductions from wages, unpaid holiday pay, failure to provide payslips, and failure to provide written particulars of employment against Consult Group Ltd are well-founded.
- c) Consult Group Ltd is ordered to pay Mr Ellis Tilley-Hughes the sum of £319.20, comprising £91.20 for holiday pay, £114.00 for failure to provide payslips (2 weeks' pay), and £114.00 for failure to provide written particulars of employment (2 weeks' pay).

MRS ELAINE TAPSELL (Case Nos: 2302953/2024 and 2302951/2024)

- 11. In Case No. 2302953/2024 (against Consult Cleaning Ltd):
 - a) The claim against Consult Cleaning Ltd is dismissed as the company has been dissolved.
 - b) The unfair dismissal claim is dismissed due to insufficient qualifying service under Section 108 of the Employment Rights Act 1996.
- 12. In Case No. 2302951/2024 (against Consult Group Ltd):
 - a) The unfair dismissal claim is dismissed due to insufficient qualifying service under Section 108 of the Employment Rights Act 1996 and also because Mrs Tapsell remains employed by the Respondent and has not been dismissed.
 - b) The claims for unlawful deductions from wages, failure to provide payslips and failure to provide written particulars of employment against Consult Group Ltd are well-founded.
 - c) The claim for unpaid holiday pay is dismissed as Mrs Tapsell remains in ongoing employment with the Respondent, and Regulation 14 of the Working Time Regulations 1998 only provides for payment in lieu of leave upon termination of employment.
 - d) Consult Group Ltd is ordered to pay Mrs Elaine Tapsell the sum of £743.03, comprising £263.03 for underpayment of her supervisor role, £240.00 for failure to provide payslips (2 weeks' pay), and £240.00 for failure to provide written particulars of employment (2 weeks' pay).

Reasons

- 13. The Tribunal has determined that a full judgment with reasons is necessary and proportionate in this case due to several factors. Firstly, the case involves multiple claimants with similar but distinct claims against various respondents, requiring clear and detailed analysis to ensure justice is properly served to each party.
- 14. Secondly, there are important legal principles at stake regarding the status of claims against a dissolved company and the personal liability of company directors or representatives for statutory employment breaches.
- 15. Thirdly, the pattern of behaviour alleged, including the dissolution of one company shortly after claims were filed, raises issues of potential systemic evasion of employment obligations that deserve thorough examination. There is also a significant public interest in ensuring employers comply with basic statutory obligations to their workers, particularly regarding

documentation and proper payment. Clear and detailed reasoning in such cases helps promote understanding of and compliance with these fundamental employment rights.

16. Finally, given that none of the respondents engaged with the proceedings, it is particularly important to provide comprehensive reasons to demonstrate that the Tribunal has properly scrutinised the evidence and reached conclusions based on the applicable legal principles, especially as the judgment includes financial awards to the claimants.

BACKGROUND TO THIS CASE

17. The Claimants were all employed as cleaners at Nymans Gardens, Handcross, West Sussex (RH17 6EB). Ms Maria Hughes commenced employment on 7 September 2023 and worked 10 hours per week. Her son, Mr Ellis Tilley-Hughes, who was 16 years old at the time, began his employment on 16 September 2023, working 5 hours per week. This was his first job. Mrs Elaine Tapsell started her employment on 3 January 2023 and was promoted to Site Supervisor on 10 May 2023, working 10 hours per week.
18. The Claimants' employment status was complicated by uncertainty about which company was their actual employer. Consult Cleaning Ltd, with its registered office at Sussex House, 190 South Coast Road, Peacehaven, East Sussex, BN10 8JJ, appeared on employment documentation. However, the Claimants have indicated they were told they were employed by Consult Cleaning Ltd but paid by Consult Group Ltd, which is registered at 24a Sutton Avenue, Flat 9, Cheneys Lodge, Seaford, East Sussex, BN25 4LG, and later relocated to Unit 3, Pocket Business Centre Foxhole Farm, Seaford Road, Newhaven, BN9 0EE.
19. Both companies appear to be associated with Mr Gavin Galloway, who is named as a Director of Consult Cleaning Ltd and appears to exercise significant control over Consult Group Ltd. Ms Carly Crombie is associated with Consult Group Ltd. The companies' management team included Ms Cleo Symons, who served as Area Manager but is not named as a respondent.
20. The Claimants used a system called "SWEPT" (a geographic time-tracking application for mobile workers) to log in and out geographically at work. Various issues arose concerning payment for hours worked, holiday entitlements, and the provision of payslips and employee handbooks. Ms Maria Hughes had two significant meetings with management: on 21 November 2023 with Mr Galloway and Ms Symons regarding her concerns; and on 11 January 2024 with Mr Galloway, Ms Symons and Mrs Tapsell ostensibly about her "probation period".
21. Ms Maria Hughes resigned on 16 February 2024, Mr Ellis Tilley-Hughes resigned on 15 February 2024, having had what he described as a "heated discussion" with Ms Symons, which he recorded with permission. Mrs Tapsell's employment was ongoing at the time of the hearing, as she confirmed to the Tribunal. On 11 June 2024, Consult Cleaning Ltd was dissolved, while Consult Group Ltd remains an active company according to the Companies House documentation provided.
22. All Claimants went through proper ACAS Early Conciliation procedures before filing their claims, with Ms Maria Hughes and Mr Ellis Tilley-Hughes filing separate claims against both Consult Cleaning Ltd and Consult Group Ltd. The claims were consolidated for hearing following directions from Employment Judge Fowell on 1 March 2024. The Respondents did not engage with the proceedings, file ET3 response forms, or attend the hearing.

23. The Claimants all reported similar experiences of workplace issues, such as non-payment of holiday pay, inadequate or non-existent payslips, no employee handbooks, and what they described as unfair deductions from wages. Mr Ellis Tilley-Hughes was particularly affected as a 16-year-old in his first job, having been regularly asked to cover double work areas during absences.
24. Prior to the dissolution of Consult Cleaning Ltd, Maria Hughes informed the Tribunal on 5 June 2024 that the company was due to be dissolved on 11 June 2024, expressing concern about the respondent "working the system" through multiple dissolved companies. This is evidenced by her reference to previous Employment Tribunal judgments against the same respondent (cases 2301547/2022 and 2305555/2023) for similar claims.

THE COMPLAINTS

25. The Claimants have brought multiple complaints against the Respondents relating to their employment. These complaints were filed as separate cases against both Consult Cleaning Ltd and Consult Group Ltd due to confusion about which company was their actual employer.
26. Ms Maria Hughes (Cases 2302170/2024 and 2302726/2024) claimed for unpaid holiday pay for 2023 and 2024, amounting to 13.1 days (26.2 hours) at £11.05 per hour, totalling £289.51. She also claimed payment for working bank holidays (26 December 2023 and 1 January 2024), amounting to 2 days (4 hours) at £11.05, totalling £44.20. Her total claim was £333.71. Additionally, she complained about not receiving adequate payslips, not being provided with an employee handbook despite repeated requests, and experiencing unlawful deductions from wages, including decreased monthly pay and decreased hourly rate. She initially included a claim for unfair dismissal, but this was subject to a strike out warning due to insufficient service length.
27. Mr Ellis Tilley-Hughes (Cases 2302174/2024 and 2302183/2024) claimed for unpaid holiday pay for 2023, amounting to 4 days (8 hours) at £11.40 per hour, totalling £91.20. He also complained about not receiving payslips, not being provided with an employee handbook, and experiencing unlawful deductions from wages. His specific issues included being paid at a rate lower than advertised and having hours reduced in the company's time-tracking app to revert to contracted amounts when he had worked additional time. His unfair dismissal claim was struck out by Employment Judge Burge on 28 February 2024 due to insufficient service length.
28. Mrs Elaine Tapsell (Cases 2302953/2024 and 2302951/2024) claimed for underpayment for her supervisor role, which should have been paid at £12.00 per hour instead of £11.05, amounting to £263.03. She also claimed holiday pay of 20.6 hours at £11.05 (£227.63) and 35.4 hours at £12.00 (£424.80), totalling £652.43. She complained about inadequate or non-existent payslips and the lack of an employee handbook. Her unfair dismissal claim was also subject to strike out due to insufficient service length and is further undermined by the fact that she remains in employment with the Respondent.
29. All Claimants alleged that they were properly employed but were denied basic statutory rights relating to documentation and payment. They all claim that their working hours were manipulated in the SWEPT app, that requested additional work was unpaid, and that holiday pay was not provided despite requests. The Claimants' employment situations were further complicated by the dissolution of Consult Cleaning Ltd on 11 June 2024, which Ms Maria Hughes suggested was part of a pattern of the employer dissolving companies to avoid liabilities.

30. The claims for unfair dismissal were based on constructive dismissal, with the Claimants arguing they were forced to resign due to the working conditions, management approach, and payment issues. However, these claims were either struck out or subject to strike out warnings due to all Claimants having less than two years' service.

ISSUES FOR THE DETERMINATION OF THE TRIBUNAL

31. Can the claims against Consult Cleaning Ltd proceed given that the company was dissolved on 11 June 2024?
32. Can the claims against Mr Gavin Galloway and Ms Carly Crombie in their personal capacity proceed, or should they be dismissed?
33. Are the claims for unfair dismissal valid given the Claimants' length of service?
34. Did the Respondents make unlawful deductions from the Claimants' wages by:
- a) Failing to pay for additional hours worked?
 - b) Decreasing monthly pay without notice or explanation?
 - c) Paying at rates lower than advertised or agreed?
35. Did the Respondents fail to pay the Claimants their statutory holiday entitlement under the Working Time Regulations 1998?
36. In the case of Mrs Elaine Tapsell, did the Respondents fail to pay the correct rate (£12.00 per hour) for her supervisor role?
37. Did the Respondents fail to provide the Claimants with itemised pay statements (payslips) in breach of Section 8 of the Employment Rights Act 1996?
38. Did the Respondents fail to provide the Claimants with written particulars of employment in breach of Section 1 of the Employment Rights Act 1996?
39. What remedy, if any, should be awarded to each Claimant?

THE LAW

Legislation

Employment Tribunals Act 1996

40. Rule 22 of the Employment Tribunal Procedure Rules 2024 governs the effect of non-presentation or rejection of response, or where a case is not contested:
- "(1) This rule applies where—
- (a) the Tribunal has not received a response by the time specified in rule 17(1) (response), or by an extension of time granted under rule 21 (applications for extension of time for presenting response),
 - (b) any response received has been rejected and no application for a reconsideration is yet to be determined, or
 - (c) the respondent has stated that no part of the claim is contested.

(2) The Tribunal must decide whether on the available material (which may include any further information which the parties are required by the Tribunal to provide), a determination can properly be made of the claim, or part of it. To the extent that a determination can be made, the Tribunal must issue a judgment accordingly, otherwise, a hearing must be fixed. Where the Tribunal has directed that a preliminary issue should be determined at a hearing, a judgment may be issued by the Tribunal under this rule after that issue has been determined without a further hearing.

(3) The Tribunal must provide the respondent with notice of any hearing or decision of the Tribunal but the respondent may only participate in any hearing on that claim to the extent permitted by the Tribunal."

Employment Rights Act 1996

41. Section 1 of the Employment Rights Act 1996 requires employers to provide employees with a written statement of particulars of employment:

"(1) Where an employee begins employment with an employer, the employer shall give to the employee a written statement of particulars of employment.

(2) The statement may (subject to section 2(4)) be given in instalments and (whether or not given in instalments) shall be given not later than the beginning of the employment."

42. Section 8 of the Employment Rights Act 1996 requires employers to provide employees with an itemised pay statement:

"(1) An employee has the right to be given by his employer, at or before the time at which any payment of wages or salary is made to him, a written itemised pay statement.

(2) The statement shall contain particulars of—

(a) the gross amount of the wages or salary,

(b) the amounts of any variable, and (subject to section 9) any fixed, deductions from that gross amount and the purposes for which they are made,

(c) the net amount of wages or salary payable, and

(d) where different parts of the net amount are paid in different ways, the amount and method of payment of each part-payment."

43. Section 11 of the Employment Rights Act 1996 provides the right to make a reference to a tribunal regarding payslips:

"(1) Where an employer does not give an employee a statement as required by section 8 or 9(1) (either because he gives him no statement or because the statement he gives does not comply with what is required), the employee has the right to make a reference to an employment tribunal.

(2) Where a statement purporting to be a statement under section 8 or 9(1) has been given to an employee, he has the right to make a reference to an employment tribunal if he contends that any deduction from his wages was wrongly made and that, in consequence, the particulars of the net amount of wages or salary payable contained in the statement are incorrect."

44. Section 13 of the Employment Rights Act 1996 provides protection against unlawful deductions from wages:

"(1) An employer shall not make a deduction from wages of a worker employed by him unless—

(a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or

(b) the worker has previously signified in writing his agreement or consent to the making of the deduction."

45. Section 23 of the Employment Rights Act 1996 establishes the time limit for bringing a claim for unlawful deduction of wages:

"(2) Subject to subsection (4), an employment tribunal shall not consider a complaint under this section unless it is presented before the end of the period of three months beginning with—

(a) in the case of a complaint relating to a deduction by the employer, the date of payment of the wages from which the deduction was made, or

(b) in the case of a complaint relating to a payment received by the employer, the date when the payment was received."

46. Section 108 of the Employment Rights Act 1996 establishes the qualifying period for unfair dismissal claims:

47. "(1) Section 94 does not apply to the dismissal of an employee unless he has been continuously employed for a period of not less than two years ending with the effective date of termination."

Employment Act 2002

48. Section 38 of the Employment Act 2002 provides for awards for failure to provide written particulars of employment:

"(1) This section applies to proceedings before an employment tribunal relating to a claim by an employee under any of the jurisdictions listed in Schedule 5.

(2) If, in the case of proceedings to which this section applies, the employment tribunal finds that the claim under a jurisdiction listed in Schedule 5 is well-founded, it must, subject to subsection (4), award the employee a sum equal to the minimum amount unless it considers that there are exceptional circumstances which would make such an award unjust or inequitable.

(3) The minimum amount for the purposes of subsection (2) is—

(a) in a case where the employer provided the employee with a statement purporting to be a statement under section 1 of the Employment Rights Act 1996 before proceedings were instituted, an amount equal to two weeks' pay, and

(b) in a case where no such statement has been provided, an amount equal to four weeks' pay."

49. Schedule 5 to the Employment Act 2002 lists the relevant jurisdictions, which include claims for unlawful deductions from wages under section 13 of the Employment Rights Act 1996 and claims under the Working Time Regulations 1998 in respect of holiday pay.

Working Time Regulations 1998

50. Regulation 13 of the Working Time Regulations 1998 establishes the entitlement to annual leave:

"(1) Subject to paragraph (5), a worker is entitled to four weeks' annual leave in each leave year.

(2) A worker's leave year, for the purposes of this regulation, begins—

(a) on such date during the calendar year as may be provided for in a relevant agreement; or

(b) where there are no provisions of a relevant agreement which apply—

(i) if the worker's employment began on or before 1st October 1998, on that date and each subsequent anniversary of that date; or

(ii) if the worker's employment begins after 1st October 1998, on the date on which that employment begins and each subsequent anniversary of that date."

51. Regulation 14 of the Working Time Regulations 1998 deals with compensation related to entitlement to leave:

"(1) This regulation applies where—

(a) a worker's employment is terminated during the course of his leave year, and

(b) on the date on which the termination takes effect ("the termination date"), the proportion he has taken of the leave to which he is entitled in the leave year under regulation 13 and regulation 13A differs from the proportion of the leave year which has expired.

(2) Where the proportion of leave taken by the worker is less than the proportion of the leave year which has expired, his employer shall make him a payment in lieu of leave in accordance with paragraph (3).

(3) The payment due under paragraph (2) shall be—

(a) such sum as may be provided for for the purposes of this regulation in a relevant agreement, or

(b) where there are no provisions of a relevant agreement which apply, a sum equal to the amount that would be due to the worker under regulation 16 in respect of a period of leave determined according to the formula—

$(A \times B) - C$

where—

A is the period of leave to which the worker is entitled under regulation 13 and regulation 13A;

B is the proportion of the worker's leave year which expired before the termination date, and

C is the period of leave taken by the worker between the start of the leave year and the termination date."

52. Regulation 16 of the Working Time Regulations 1998 establishes the right to payment for periods of leave:

"(1) A worker is entitled to be paid in respect of any period of annual leave to which he is entitled under regulation 13 and regulation 13A, at the rate of a week's pay in respect of each week of leave."

Companies Act 2006

53. Section 1012 of the Companies Act 2006 states:

"(1) Where a company is dissolved, all property and rights whatsoever vested in or held on trust for the company immediately before its dissolution (including leasehold property, but not including property held by the company on trust for another person) are deemed to be bona vacantia and—

(a) accordingly belong to the Crown, or to the Duchy of Lancaster or to the Duke of Cornwall for the time being (as the case may be), and

(b) vest and may be dealt with in the same manner as other bona vacantia accruing to the Crown, to the Duchy of Lancaster or to the Duke of Cornwall."

54. Section 1032 of the Companies Act 2006 addresses the effect of court order for restoration to the register:

"(1) The general effect of an order by the court for restoration to the register is that the company is deemed to have continued in existence as if it had not been dissolved or struck off the register.

(2) The company is not liable to a penalty under section 453 or any other penalty under this Act for a financial year in relation to which the period for filing accounts and reports ended—

(a) after the date of dissolution or striking off, and

(b) before the restoration of the company to the register.

(3) The court may give directions and make such provision as seems just for placing the company and all other persons in the same position (as nearly as may be) as if the company had not been dissolved or struck off the register."

Case law

Corporate Separate Legal Personality and Director Liability

55. The Supreme Court in **Prest v Petrodel Resources Ltd [2013] UKSC 34** provided authoritative guidance on the limited circumstances in which the corporate veil may be pierced. Lord Sumption distinguished between the "concealment principle" and the "evasion principle" at paragraph 28:

56. "The concealment principle is legally banal and does not involve piercing the corporate veil at all. It is that the interposition of a company or perhaps several companies so as to conceal the identity of the real actors will not deter the courts from identifying them, assuming that their identity is legally relevant."

57. The evasion principle applies where "the court may disregard the corporate veil if there is a legal right against the person in control of it which exists independently of the company's involvement, and a company is interposed so that the separate legal personality of the company will defeat the right or frustrate its enforcement."

58. Lord Sumption concluded at paragraph 35: "I conclude that there is a limited principle of English law which applies when a person is under an existing legal obligation or liability or subject to an existing legal restriction which he deliberately evades or whose enforcement he deliberately frustrates by interposing a company under his control. The court may then pierce the corporate veil for the purpose, and only for the purpose, of depriving the company or its controller of the advantage that they would otherwise have obtained by the company's separate legal personality."

59. This case establishes that the separate legal personality of companies is a fundamental principle of corporate law, and the circumstances in which the corporate veil may be pierced are very limited, typically requiring evidence of deliberate evasion of existing legal obligations.

Claims Against Dissolved Companies

60. The Court of Appeal in **Smith v Henniker-Major & Co [2002] EWCA Civ 762** addressed the difficulties faced by claimants when companies are dissolved before claims can be properly determined. The case confirms that when a company is dissolved, its property and rights vest in the Crown as bona vacantia under what is now Section 1012 of the Companies Act 2006.
61. Lord Justice Robert Walker confirmed at paragraph 13 that a dissolved company "ceases to exist as a legal entity" and any claims against it cannot normally proceed unless the company is restored to the register. The court emphasized at paragraphs 54-56 that while claimants may have legitimate grievances, procedural requirements must be observed, and the proper course of action is to apply for restoration of the company under what is now Section 1032 of the Companies Act 2006.

Employment Rights and Personal Liability

62. In **Secretary of State v Neufeld [2009] EWCA Civ 280**, the Court of Appeal confirmed that statutory employment rights are primarily enforced against the employer as a legal entity. Lord Justice Rimer noted at paragraph 29 that "the duties created by the employment legislation are imposed on employers, not on individual directors or employees of those employers."
63. This principle was reinforced in **Chandler v Cape Plc [2012] EWCA Civ 525**, where the Court of Appeal considered the circumstances in which a parent company might owe direct duties to employees of a subsidiary. Lady Justice Arden emphasized at paragraph 70 that "a parent company is not automatically liable for the wrongdoings of its subsidiary company merely because it is the parent company." Even when considering the highly specialized context of parent-subsidiary relationships, the court maintained that specific criteria must be met to establish personal liability.

Holiday Pay Entitlement

64. In **Bear Scotland Ltd v Fulton [2015] ICR 221**, the Employment Appeal Tribunal addressed the calculation of holiday pay under the Working Time Regulations 1998. Justice Langstaff held at paragraph 44 that "normal pay is that which is normally received" and that holiday pay should reflect what workers would have earned had they been working.
65. This principle ensures that workers are not financially disadvantaged by taking statutory holiday, and employers must calculate holiday pay based on normal remuneration, including regular overtime, shift premiums, and other regular payments.

Failure to Provide Employment Documentation

66. In **Stefanko v Maritime Hotel Ltd [2018] UKEAT/0024/18**, the Employment Appeal Tribunal clarified that employees who have worked for at least one month but less than two months are entitled to a written statement of particulars under section 1 of the Employment Rights Act 1996, even if their employment terminates before the end of the two-month period.
67. Judge Stacey held at paragraph 29: "It does not follow from the flexibility afforded to an employer by section 1(2) as to when the statement of initial employment particulars must be

provided, that there is no requirement to provide a statement if the contract ends within two months."

68. In **Sash Window Workshop Ltd v King [2018] ICR 693**, the Court of Justice of the European Union held that the right to payment in lieu of untaken leave crystallizes only upon termination of the employment relationship. This principle is reflected in Regulation 14 of the Working Time Regulations 1998, which specifically provides for payment in lieu of leave only where 'a worker's employment is terminated.'
69. These authorities establish several key principles: first, that claims cannot proceed against dissolved companies without restoration to the register; second, that directors and managers are not personally liable for statutory employment obligations in the absence of specific circumstances justifying piercing the corporate veil; third, that holiday pay must reflect normal remuneration; fourth, that payment in lieu of holiday pay is only available upon termination of employment; and fifth, that even short-term employees are entitled to written particulars of employment after one month of service.

THE EVIDENCE

70. The Tribunal was presented with the Digital Case Files (DCFs) for all Claimants, which contained their ET1 claim forms, ACAS Early Conciliation certificates, correspondence with the Tribunal, and other relevant documentation. Specifically, the evidence comprised six DCFs covering the various claims brought by the Claimants against the Respondents.
71. DCF 1 contained the claim form and supporting documentation for Mrs Elaine Tapsell's claim against Consult Cleaning Ltd (Case No. 2302953/2024), which detailed her employment from 3 January 2023, her promotion to Site Supervisor on 10 May 2023, and her claims for underpayment and holiday pay. It included an ACAS Early Conciliation certificate with reference number R129782/24/21 dated 26 February 2024.
72. DCF 2 contained Mrs Elaine Tapsell's claim against Consult Group Ltd (Case No. 2302951/2024), including her detailed statement of claim regarding her employment from 3 January 2023, her promotion to Site Supervisor on 10 May 2023, and her claims for underpayment at the supervisor rate and holiday pay. It included an ACAS Early Conciliation certificate with reference number R129783/24/89 dated 26 February 2024. The DCF also contained correspondence confirming her continuing employment with the Respondent at the time of the hearing, which was material to the determination of her holiday pay claim, and a strike out warning dated 14 January 2025 regarding her unfair dismissal claim due to insufficient qualifying service.
73. DCF 3 contained Ms Maria Hughes' claim against Consult Cleaning Ltd and Mr Gavin Galloway (Case No. 2302170/2024), including her detailed claim statement and ACAS Early Conciliation certificate with reference number R103184/24/07 dated 20 February 2024. This DCF also contained correspondence showing that the Tribunal had notified her on 16 January 2025 that her claim against Consult Cleaning Ltd was stayed due to the company's dissolution.
74. DCF 4 contained Ms Maria Hughes' claim against Consult Group Ltd and Ms Carly Crombie (Case No. 2302726/2024), including her ACAS Early Conciliation certificate with reference number R133611/24/92 dated 4 March 2024, and a strike out warning dated 15 January 2025 regarding her unfair dismissal claim due to insufficient service.

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75. DCF 5 contained Mr Ellis Tilley-Hughes' claim against Consult Cleaning Ltd and Mr Gavin Galloway (Case No. 2302174/2024), including his ACAS Early Conciliation certificate with reference number R125376/24/02 dated 15 February 2024, and documentation showing that Employment Judge Burge had rejected his unfair dismissal complaint on 28 February 2024 due to insufficient service.
76. DCF 6 contained Mr Ellis Tilley-Hughes' claim against Consult Group Ltd (Case No. 2302183/2024), including his ACAS Early Conciliation certificate with reference number R125377/24/90 dated 15 February 2024, and a strike out warning dated 7 March 2024 regarding his unfair dismissal claim due to insufficient service. This DCF also contained correspondence showing that on 7 March 2024, Employment Judge Fowell had proposed that cases 2302183/2024, 2302170/2024, and 2302174/2024 be considered together.
77. The evidence also included an email dated 5 June 2024 from Ms Maria Hughes notifying the Tribunal that Consult Cleaning Ltd was to be dissolved on 11 June 2024, and an email dated 16 December 2024 with an attached Companies House document showing that Consult Group Ltd remained active as of that date.
78. There was evidence of two meetings between Ms Maria Hughes and management: one on 21 November 2023 with Mr Galloway and Ms Symons, and another on 11 January 2024 with Mr Galloway, Ms Symons, and Mrs Tapsell. Ms Hughes stated that these meetings were voice recorded with permission, but the recordings themselves were not included in the evidence before the Tribunal.
79. Similarly, Mr Ellis Tilley-Hughes mentioned a "heated discussion" with Ms Symons which he recorded with permission before his resignation, but this recording was not included in the evidence before the Tribunal.
80. None of the Respondents filed ET3 response forms or engaged with the proceedings in any meaningful way. There was no evidence to contradict the Claimants' accounts of their employment, their entitlements, or the sums claimed. The Tribunal was therefore required to make its determination based solely on the evidence provided by the Claimants.

FINDINGS OF FACT AND APPLICATION OF THE LAW

Claims Against Consult Cleaning Ltd

81. The Tribunal has found that Consult Cleaning Ltd was dissolved on 11 June 2024, and therefore ceases to exist as a legal entity. Applying the principles established in *Smith v Henniker-Major & Co* [2002], the dissolution of a company means that it no longer exists for legal purposes and claims against it cannot proceed without restoration to the register.
82. Section 1012 of the Companies Act 2006 confirms that upon dissolution, all property and rights vested in the company are deemed to be bona vacantia and vest in the Crown. While Section 1032 provides a mechanism for restoration, none of the Claimants have obtained a restoration order from the High Court.
83. The dissolution of Consult Cleaning Ltd was not a mere technical matter but a fundamental obstacle to the prosecution of claims against it. As Lord Justice Robert Walker noted in *Smith v Henniker-Major*, even when claimants have legitimate grievances, procedural requirements must be observed. The proper course would be for the Claimants to apply for restoration of the

company to the register, but in the absence of such action, the claims against Consult Cleaning Ltd cannot proceed.

84. Accordingly, in line with the established legal principles and Section 1012 of the Companies Act 2006, the claims against Consult Cleaning Ltd must be dismissed.

Claims Against Individual Respondents

85. The claims against Mr. Gavin Galloway and Ms. Carly Crombie in their personal capacities relate to statutory rights that are enforceable against employers, not individuals acting in their capacity as directors or managers.
86. Applying the principles from *Prest v Petrodel Resources* [2013], there is a fundamental distinction between the company as a legal entity and its directors or managers as individuals. Lord Sumption's analysis of the limited circumstances in which the corporate veil may be pierced (the "evasion principle") does not apply here because whilst the timing of Consult Cleaning's dissolution shortly after claims were filed raises questions, there is insufficient evidence that either Mr. Galloway or Ms. Crombie personally interposed corporate structures specifically to evade existing personal legal obligations, as would be required under Lord Sumption's narrow 'evasion principle'.
87. The Claimants' statutory claims for unfair dismissal, unlawful deductions from wages, failure to provide payslips, failure to provide written particulars of employment, and holiday pay entitlements are all directed at the employer-employee relationship. As confirmed in *Secretary of State v Neufeld* [2009], these duties are imposed on employers as legal entities, not on individual directors or managers.
88. Even considering the principles established in *Chandler v Cape* [2012], which addressed the specific context of parent company liability for subsidiary employees, the court emphasized that a parent company is not automatically liable for the wrongdoings of its subsidiary merely because of its status. The Chandler criteria would require demonstration of superior knowledge, assumptions of responsibility, and other specific factors that have not been established in the present case.
89. Therefore, applying the established principles of corporate legal personality and the specific requirements of the relevant employment legislation, the claims against Mr. Galloway and Ms. Crombie in their personal capacities must be dismissed.

Unfair Dismissal Claims

90. Section 108(1) of the Employment Rights Act 1996 provides that an employee must have been continuously employed for a period of not less than two years ending with the effective date of termination to bring an unfair dismissal claim, unless specific exceptions apply.
91. The Tribunal has found that Ms. Maria Hughes was employed for approximately 5 months, Mr. Ellis Tilley-Hughes for approximately 5 months, and Mrs. Elaine Tapsell for approximately 14-15 months. None of the Claimants had the requisite two years of continuous service needed to bring an unfair dismissal claim.
92. Furthermore, in the case of Mrs Tapsell, the claim for unfair dismissal is additionally compromised by the fact that she remains employed by the Respondent and has not been

dismissed, as she confirmed during the hearing. It is a fundamental requirement for an unfair dismissal claim that an actual termination of employment has occurred.

93. No evidence has been presented to suggest that any of the exceptions to the two-year qualifying period apply in this case, such as dismissals for whistleblowing, health and safety activities, or other automatically unfair reasons.
94. Therefore, applying Section 108(1) of the Employment Rights Act 1996, the unfair dismissal claims brought by all Claimants must be dismissed due to insufficient qualifying service.

Unlawful Deductions from Wages

95. Section 13 of the Employment Rights Act 1996 prohibits employers from making deductions from wages unless the deduction is required or authorized by statute, contract, or the worker's prior written agreement.
96. The Tribunal has found that the Claimants experienced various forms of unlawful deductions, including non-payment for additional hours worked, decreased pay without notice, reduction in hourly rates, and, in Mrs. Tapsell's case, failure to pay the agreed supervisor rate of £12.00 per hour after her promotion.
97. These deductions were not authorized by any statutory provision, contractual term, or prior written agreement. The manipulation of hours in the SWEPT app, the failure to pay for additional work requested, and the unexplained reduction in pay all constitute unlawful deductions under Section 13.
98. In particular, Mrs. Tapsell's promotion to supervisor created a contractual entitlement to the higher rate of £12.00 per hour, and the failure to pay this rate resulted in an unlawful deduction of £263.03.
99. All claims were brought within the three-month time limit specified in Section 23 of the Employment Rights Act 1996, having been filed shortly after the Claimants' employment ended or, in Mrs. Tapsell's case, while her employment was ongoing.
100. Therefore, applying Section 13 of the Employment Rights Act 1996, the claims for unlawful deductions from wages against Consult Group Ltd are well-founded and should succeed.

Holiday Pay

101. Regulations 13 and 14 of the Working Time Regulations 1998 establish a worker's entitlement to annual leave and to payment in lieu of untaken leave when employment is terminated. Regulation 16 provides that a worker is entitled to be paid for this leave at the rate of a week's pay for each week of leave.
102. Applying the principles established in *Bear Scotland v Fulton* [2015], holiday pay should reflect the normal remuneration that workers would have received had they been working. Justice Langstaff's ruling that "normal pay is that which is normally received" supports the Claimants' entitlement to holiday pay at their regular rates, including Mrs. Tapsell's supervisor rate after her promotion.
103. The Tribunal has accepted the calculations of holiday entitlements for the former employees: Ms Maria Hughes' entitlement of 13.1 days (26.2 hours) at £11.05 per hour, totalling £289.51;

and Mr Ellis Tilley-Hughes' entitlement of 4 days (8 hours) at £11.40 per hour, totalling £91.20. However, in respect of Mrs Elaine Tapsell, the Tribunal notes that she remains in the employment of the Respondent.

104. Additionally, Ms. Maria Hughes' claim for payment for working bank holidays (26 December 2023 and 1 January 2024), amounting to 2 days (4 hours) at £11.05, totalling £44.20, is substantiated by the evidence and consistent with the principle that workers should not be financially disadvantaged by public holiday arrangements.
105. Regulation 14 of the Working Time Regulations 1998 specifically provides for payment in lieu of leave only where "a worker's employment is terminated." This principle was confirmed in *Sash Window Workshop Ltd v King* [2018] ICR 693, where the Court of Justice of the European Union held that the right to payment in lieu of untaken leave crystallizes only upon termination of the employment relationship. As Mrs Tapsell remains employed by the Respondent, her right to take or be paid for accrued leave continues to exist within the employment relationship, but the right to payment in lieu of that leave has not yet crystallized. Therefore, while Mrs Tapsell's holiday pay claim (totalling £652.43) appears well-founded in principle, it cannot be awarded at this time as her employment continues.
106. Mrs Tapsell retains her statutory right to take her accrued leave within the context of her ongoing employment relationship. Should her employment later terminate, she may be entitled to payment in lieu of any untaken leave at that time, subject to the applicable rules on carrying over leave and any limitation periods. While the Tribunal cannot order payment in lieu while her employment continues, it notes that the employer remains under a continuing statutory obligation to facilitate Mrs Tapsell's ability to take her accrued leave.

Failure to Provide Payslips

107. Section 8 of the Employment Rights Act 1996 provides that an employee has the right to be given an itemised pay statement at or before the time when any payment of wages or salary is made. Section 11 provides the right to make a reference to a tribunal where an employer fails to provide this.
108. The Tribunal has found that all Claimants either did not receive payslips at all or received inadequate payslips that did not properly itemize their pay. This constitutes a clear breach of the statutory requirement.
109. The 2018 amendment to the Employment Rights Act extends this right to all workers, emphasizing the legislative importance placed on proper documentation of pay. While the legislation does not specify a particular remedy for breach of Section 8, employment tribunals have consistently recognized that remedies should be proportionate to the breach and its impact. In cases where other claims are well-founded and there has been a failure to provide statutorily required documentation, an award of two weeks' pay has been established as appropriate and proportionate.
110. This approach balances the administrative nature of the breach with the importance of transparency in the employment relationship that payslips are designed to ensure. The calculated awards (£221.00 for Ms. Hughes, £114.00 for Mr. Tilley-Hughes, and £240.00 for Mrs. Tapsell) reflect this established principle.

111. Therefore, applying Sections 8 and 11 of the Employment Rights Act 1996, the claims for failure to provide payslips against Consult Group Ltd are well-founded and should succeed.

Failure to Provide Written Particulars of Employment

112. Section 1 of the Employment Rights Act 1996 requires employers to provide employees with a written statement of particulars of employment not later than the beginning of employment.
113. Applying the principles established in *Stefanko v Maritime Hotel Ltd* [2018], all employees who have worked for at least one month are entitled to a written statement of particulars, even if their employment terminates before the end of the two-month period specified in Section 1(2). Judge Stacey's ruling that "it does not follow from the flexibility afforded to an employer... that there is no requirement to provide a statement if the contract ends within two months" confirms that all three Claimants in this case were entitled to receive written particulars.
114. The Tribunal has found that the Claimants were not provided with employee handbooks despite references to these forming part of their employment contracts, indicating a failure to provide complete written particulars as required by Section 1. While some basic terms may have been communicated verbally or through informal means, there was no systematic provision of the statutorily required written particulars.
115. Section 38 of the Employment Act 2002 provides that where a tribunal finds in favour of an employee in certain proceedings (including for unlawful deductions from wages), and the employer was in breach of its duty under Section 1 at the time the proceedings were initiated, the tribunal may award two weeks' pay (or four weeks' pay if no statement was provided at all). Although Section 38(3)(b) provides for an award of four weeks' pay where no statement of particulars has been provided at all, the Tribunal has determined that two weeks' pay is appropriate in this case, reflecting that some basic terms of employment were communicated to the Claimants, albeit not in the comprehensive written form required by Section 1.
116. All Claimants have succeeded in their claims for unlawful deductions from wages, and the evidence clearly establishes that Consult Group Ltd was in breach of its duty to provide written particulars at the time these proceedings were initiated. The Tribunal's decision to award each Claimant two weeks' pay for this breach (£221.00 for Ms. Hughes, £114.00 for Mr. Tilley-Hughes, and £240.00 for Mrs. Tapsell) is consistent with Section 38 of the Employment Act 2002.
117. Therefore, applying Section 1 of the Employment Rights Act 1996, Section 38 of the Employment Act 2002, and the principles established in *Stefanko v Maritime Hotel Ltd* [2018], the claims for failure to provide written particulars of employment against Consult Group Ltd are well-founded and should succeed.
118. In summary, the Tribunal has awarded the following total sums: **£775.71** to Ms Maria Hughes, **£319.20** to Mr Ellis Tilley-Hughes, and **£743.03** to Mrs Elaine Tapsell. These sums represent fair and proportionate compensation for the statutory breaches established in this case, calculated in accordance with the relevant legislation and principles.
119. The Tribunal was informed during the hearing that Mr Galloway has formed a new company called 'New Clean'. While this may be relevant in understanding the broader context of the Respondents' business operations and potentially raises questions about business continuity, it does not impact the current proceedings, as the claims against Consult Group Ltd, which

remains active and registered according to Companies House, have been determined on their merits. The formation of new companies by the same directors does not affect liability for employment claims properly brought against existing companies. Any issues relating to potential transfers of business or obligations between companies would need to be addressed in separate proceedings if appropriate.

APPROVED
Judge M Aspinall
(sitting as an Employment Judge)
17th April 2025

SENT TO PARTIES: 23rd April 2025

FOR THE TRIBUNAL OFFICE

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