EMPLOYMENT TRIBUNALS

Claimant: Jonathan Joseph Squier

Respondent: Native Land Limited

Heard at: London South by CVP **On:** 25 September 2025

Before: Employment Judge Martin

Representation:
Claimant: Mr M Palmer – Counsel
Respondent: Did not attend

JUDGMENT ON REMEDY

The judgment of the Tribunal is that:

1. The Respondent shall pay the claimant the following sums:

    (a) A basic award of
    £19,150.94 (14.5 weeks x £700 (Cap) (£10,150 net)

    (b) A compensatory award of £158,912.38
    This is subject to the statutory cap of **£115,115**[1] (as of 6 April 2024)

2. The respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the compensatory award payable to the claimant by 25 % in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992. The uplift equates to £28,778.75.

3. The total compensatory award including uplift is **£143,893.75**.

4. The Claimant's application for his professional legal costs is granted. The Respondent shall pay to the Claimant **£14,100** including VAT.

5. The total award payable by the Respondent to the Claimant is **£273,108.75**

6. The Respondent's application for a postponement is refused.

[1] This was not discussed at the hearing but was noted when drafting this judgment.

REASONS

Postponement application by Respondent

1. This was a hearing to consider the remedy following the judgment of Judge Wright dated 22 May 2025. At the hearing the response was struck out because the Respondent failed to comply with Tribunal orders making a fair trial not possible. The notice of this remedy hearing was sent to the parties on 20 June 2025 using the portal. This is the usual method of communication between the Tribunal and the parties on reform cases.

2. One of the major reasons why the Reform project was introduced was to provide legal representatives with a powerful tool to track all cases in which they represent a party in all cases anywhere in UK.

3. The representative has to be registered with MyHMCTS failing which communication remains via email. Individual users can only access their particular case. The notification, with a link to the correspondence, is emailed automatically to the solicitor by the portal. Mr Tim Tyndall of GunnercookeLLP is the registered user of the portal. He would have received notification of the Notice of Hearing being put on the portal by email.

4. Gunnercooke LLP have been registered with MyHMCTS since May 2025 which means the attached Notice of Hearing sent via the portal to both parties on 20 June would have been received by them. The Respondent received the Notice of Hearing for the preliminary hearing in May and attended the OPH hearing on 22/5/25. The notice was also clearly received by the Claimant also via the portal notification.

5. On 24 September 2025 Mr Tindall wrote to the Tribunal as follows:

> *We refer to our email of earlier today.*
>
> *The Tribunal's email which prompted it was received by the writer shortly before boarding an international flight.*
>
> *Since landing he has been able to establish the following :*
>
> 1. *That the letter purported to have been sent to our London Office (and which was attached to the email) was never received. We record and scan each item of post and we have no record of ever having received the letter.*
>
> 2. *All previous correspondence in respect of this matter was sent by email. The writer has checked and can find no trace of an email attaching the notice of hearing . We respectfully request that the Tribunal office check to establish whether an email was sent and also to establish why the customary means of communication (by email) was not adopted in this case .*
>
> *Clearly, were we and the Respondent to have been made aware of the hearing we would have prepared representations in respect of it and moreover to the extent allowed by the Claimant attempted to enter into a dialogue with a view to avoiding it. In this regard, the Respondent's County Court claim against the Claimant and his substantial Counterclaim in the same proceedings is ongoing and unresolved which significantly impacts upon any attempt to resolve this matter , (relating to the same factual circumstances), by agreement.*

The Respondent is not in a position to compromise these Employment Tribunal proceedings by agreement as suggested in the Judgment until resolution of those County Court proceedings and the lack of knowledge of the remedy hearing has prevented any representations which would have been made in respect of its timing.

Whilst the Claimant is entitled to expect the Tribunal office to communicate details of hearings to us , the first communication we have received from him since the Judgment was yesterday evening (and read by the writer today) which makes no reference to a hearing date on 25th September 2025 and simply attaches a revised schedule of loss. Such reference would clearly have alerted us to a hearing of which we had no knowledge until receipt of the Tribunal's email of late afternoon today. Neither have we heard from any professional representative of the Claimant who might be acting for him .

In terms of attendance at the hearing, as stated above the writer is abroad and regrettably in a location without sufficient access to internet to make attendance by CVP or telephone possible or indeed to instruct a colleague. (The sending of this email has required a 16km round trip to a hotel with communal wi fi. Accordingly, we will not be able attend at the hearing tomorrow. No disrespect is intended to the Tribunal, the Claimant or any professional representative he has instructed.

We repeat the request that the hearing be adjourned for 14 days to facilitate our taking instructions. Should the hearing continue the Respondent will have been prejudiced by its lack of awareness of the hearing in the context of the other proceedings afoot between the parties and, of necessity the subject of appeal . We are aware that this is an unacceptable state of affairs to the Claimant (and Counterclaimant in the County Court proceedings) but in the circumstances the cause of any delay is clearly not that of the Respondent or this firm

6. I do not accept the proposition that the Notice of Hearing was sent by post. It was clearly communicated to the parties via the portal. The hearing clerk checked the portal and confirmed this was the method of communication.

7. I do not accept that Mr Tindall could not have asked a colleague to attend this hearing. He could have sent an email at the same time as he sent the email to the Tribunal. It appears from his email he was able to communicate with his office to get information. This would have been a reasonable step to make given the late request for a postponement.

8. I do not accept that the Respondent is prejudiced. The Respondent has had sight of the Claimant's schedule of loss since week commencing 15 May 2025 which was before the strike out judgment which was made on 22 May 2025. The only additional matter in the final schedule of loss relates to mobile phone costs which are minimal in comparison to the rest of the schedule. There has been no counter schedule provided. Had one been provided it would have been taken into account.

9. The Respondent suggests that it could not compromise these proceedings whilst County Court proceedings are ongoing. Whilst this was a suggestion is in the liability judgment to save time and expense; this remedy hearing is not about compromise but about giving judgment on remedy. There was no suggestion in the hearing when the response was struck out, that remedy should be postponed due to the County Court proceedings, and no application on that basis since the liability judgment. There was previously an application to stay proceedings pending other litigation. This was dealt with and refused by Judge Rice-Bowyers on 28 March 2025.

10. I note the contents of the liability judgment which struck out the response. This catalogues a litany of failures by the Respondent throughout the litigation. That judgment is to be read in conjunction with this judgment. I will not repeat the contents save to say that the reason for striking out the response was given as:

    "Turning then to proportionality, of course the 'less draconian' option is not to strike out the response. In the chronology set out above the respondent has taken a contumelious stance in these proceedings. Unlike the Emuemukoro authority, there was no benign explanation by the respondent and indeed the respondent's explanation was that it was in fact ready for the final hearing; yet it was not able when asked, to demonstrate its readiness. The respondent had taken an arrogant approach to this litigation and has demonstrated its wilful, deliberate and contumelious disobedience. It was not prepared to engage with the claimant in order to progress matters and it did not comply with the overriding objective in that besides the other failings, it did not co-operate with either the claimant or the Tribunal to further the overriding objective".

11. Gunnercooke is a specialist employment law firm. It should be aware how communication of reform cases is done.

12. I do not consider it is in the interests of justice for this remedy to be postponed and the Respondent's application if refused.

Remedy

13. The Respondent has conceded parts of the remedy[2]:

    "The Respondent has conceded that it deducted the sum of £18,333 (£10,257 holiday and £8,076 bonus) from the Claimant's final salary and that it must pay to the Claimant the amount of the deduction.

    The Respondent has agreed to pay the Claimant's Holiday Pay in the sum of £9,231.60. The Respondent has agreed that the Claimant's entitlements under s24(2) ERA 1996, any breach of the ACAS Code and any issue of costs be determined at the final hearing."

14. I had sight of documents (which had been provided to the Respondent by the Claimant on 19 May 2025) providing a payslip to confirm his salary, his contract of employment with the Respondent and with his new employer, quotes for life insurance and medical insurance which were both provided by the Respondent but are not provided with his new employer. I can see that in relation to pension, the Claimant did not contribute when employed by the Respondent but does contribute to his pension in his new employment.

15. I can see that the Claimant mitigated his loss within seven weeks. I consider this to be good mitigation and there is no deduction for failure to mitigate his loss.

16. I have considered the schedule of loss which is appended to this judgment together with the documents. I agree with the schedule and award remedy in accordance with it.

17. In relation to the ACAS uplift, this is awarded at the maximum 25%. There was a total failure by the Respondent to comply with the Code of Practice. The Respondent is a large and well-resourced firm with access to specialist legal advice. The Claimant has 14 complete years of service with the Respondent. There is no reasonable excuse with not complying with the ACAS code of practice and 25% uplift is proportionate and just and equitable to

[2] Respondent's email to Tribunal dated 22 May 2025

increase the compensatory award payable to the claimant in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992.

Costs

76. The amount of a costs order

(1) A costs order may order the paying party to pay—

(a) the receiving party a specified amount, not exceeding £20,000, in respect of the costs of the receiving party;

(b) ……

18. The Respondent has acted unreasonably in the conduct of the proceedings. This is amply evidenced by the Judgment of Judge Wright some of which is quoted above. The Claimant has represented himself with the use of professional legal assistance and advice. He is claiming for the costs of the professional advice and representation only. The Claimant is an individual and not able to claim back VAT and therefore VAT is also awarded.

19. I award the fees of Mr Issacs for the May 2025 hearing (£8,000 + VAT = £9,600 including VAT) and Mr Palmer for this hearing (£3,750 + VAT = £4,500 including VAT). The total costs award is £14,100.

Approved by:
Employment Judge Martin
Date: 25 September 2025

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. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at *https://www.gov.uk/employment-tribunal-decisions* shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/

Note that these are actual the sums payable to the claimant after any deductions or uplifts have been applied.

Appendix

SCHEDULE OF LOSS

Age as at EDT:	42yrs old
Annual Salary	£300,000
Monthly Gross Salary	£25,000
Monthly Net Salary	£14,310.55
1 week's Net salary	£3,302.43
1 day's gross pay	£1,153.95
1 day's net pay	£660.51
Cap on week's pay	£700
Years Service	14 yrs
Effective Date of Termination	24th September 2024

Basic Award:	£10,150
14.5 weeks x £700 (Cap)	

Losses up to the Effective Date of Termination

1 month's wages	£25,000.00 (£14,310.55 net)
1 month's employer's pension contributions	£2,500
6 days holiday deducted from final month's pay	£6,923.70 (£3,963.06 net)
Interest charged within the civil claim at 8% which amounts to £4.55 per day – From 24/09/2025 to 22/05/2025 is 125 days	£568.75

Losses accruing on Termination

Accrued but untaken holiday up to the EDT (8 days)	£9,231.60 (£5,284.08 net)

Compensatory Award

24th September 2024 to 31st May 2025 (21 weeks, 3 days or 21.42 weeks). C was able to substantially mitigate loss within a period of 7 weeks

(a) Loss of Wages
7 x £3,302.43 (net) £23,117.01

(b) Loss of Pension (Employer Pension Contributions at 10%)
7 x £575.92 £4,038.44

(c) Loss of Health Insurance
7 x £260.40 £2,864.40

(d) Loss of Death in Service
7 x £33,40 £367.40

(e) The Claimant contends that he would not have taken any further holiday. Under Clause 8.1 of his contract but was required to take 3 days at Xmas/New Year so that C would have been able to roll over 5 days (taking into account the 8 days accrued on termination), and would thereafter have accrued a further 12 days holiday (30/52 x 21.42 = 12.3 days), making an additional payment on termination of 17 days holiday which would have been paid in any event. Therefore 17.3 x £660.51 (net)
£11,426.82

(f) Continuing Losses re employer pension contributions (14.42 weeks) £8,319.19

(g) Loss of Use of Mobile Phone
21.42 x £17 £364.14

(h) Interest charged within the civil claim at 8% TBC

The Claimant will seek payment of any compensatory award on the basis that the first £30,000 of any award can be paid "free of tax" pursuant to ITEPA 2003 and that thereafter the Claimant will seek the balance to be grossed up at the Claimant's marginal tax rate of 45%.

ACAS Uplift:- The Respondent deliberately failed to pay any regard to the ACAS Code such that a 25% uplift is justified.