EMPLOYMENT TRIBUNALS

Claimant: **Mr S Manners**

Respondent: **Manchett Group Limited**

Heard at: **East London Hearing Centre (by CVP)**

On: **20 & 21 November 2025**

Before: **Employment Judge Reid**

Representation

Claimant: Mr Loxton, Counsel

Respondent: Mr Stephens, Counsel

JUDGMENT (Reserved)

1. The Claimant's continuous employment with the Respondent commenced on 1 October 2019. His statutory redundancy payment and notice payment were correctly calculated and these claims are dismissed.

2. The Claimant was unfairly dismissed by the Respondent. He is entitled to a compensatory award under s123 Employment Rights Act 1996 as follows:

   2 weeks net pay (£760.03 x 2) £1,520.06

   2 weeks pension contributions (£25.39 x2) £50.78

   Less notice pay received (£3800.15)

   = £ zero financial loss

   Plus Loss of statutory rights £500

TOTAL COMPENSATORY AWARD £500 (A)

3. The Claimant is also entitled an additional award under s38 Employment Act 2002 because the written statement issued to him in October 2019 did not comply with s1 Employment Rights Act 1996.

2 weeks' pay at £700 (capped) = £1400 (B)

4. The claim under s10 Employment Relations Act 1999 is dismissed.

TOTAL AWARD (A) + (B) = £1900

REASONS

Background and issues

1 The Claimant presented his claim for unfair dismissal, a statutory redundancy payment and notice pay on 23 June 2025.

2 The Claimant based his claims on a continuous employment start date of November 2013. His claim was that because the wrong continuous employment start date had been applied (the Respondent said he was employed under a contract of employment only from 1 October 2019) he had not received his full statutory redundancy payment and full notice payment when dismissed by reason of redundancy on 20 February 2025.

3 The Claimant did not claim that it was not a redundancy situation or that redundancy was not the real reason for dismissal.

4 There were associated claims under s10 Employment Relations Act 1999 for the denial of a right to be accompanied and a claim for an ACAS uplift to any award. However neither of these could apply because it was a redundancy dismissal.

5 The was also a claim under s38 Employment Act 2002 for an additional award in relation to a claimed failure to issue a s1 written statement in November 2013 when the Claimant said his employment had started. One had been issued in October 2019 and the issue therefore also arose (which I identified with the representatives) as to whether that October 2019 written statement in fact complied with s1 ERA 1996, because it did not state the continuous employment start date.

6 The context of this claim was a friendship between the Claimant and Mr Alan Manchett.

7 I identified at the beginning of the hearing that the hearing would cover both liability and remedy. The Claimant attended and gave oral evidence; he was recalled on the second day to answer some questions about the new documents provided during the hearing during which I allowed his son in law Mr Saunders to briefly assist the Claimant with due to difficulties accessing pdf documents. For the Respondent the witnesses were Mr Alan

Manchett Director, his son Mr James Manchett Director, Ms Michelle Smith Office Administrator and Mr Richard Love Finance Director. Mr Diprose provided a witness statement but did not attend because he was in Thailand – his brief evidence was largely about a medical issue which in the end was not relevant and the extent to which he could comment on the meeting/discussion on 17 or 18 February 2025 was covered by other Respondent witnesses in any event. There was a 94 page electronic bundle and a Respondent skeleton argument dated 19 November 2025.

8 Four sets of further documents were provided during the course of the hearing (1) a Claimant mitigation statement (2) pages from the Claimant's personal 2025 diary for the period 4 February 2025 to 21 February 2025 (it having become apparent when giving his oral evidence that he appeared to be reading from his own notes) (3) the Claimant's Nationwide bank statements showing Christmas bonus paid between 2019 to 2023 (none was paid to anyone in 2024 and the payment of Christmas bonuses to staff only started in 2019) and (4) the Claimant's Nationwide bank statements February to November 2025 relevant to any earnings in mitigation of his claimed losses.

9 I heard oral submissions on both sides and reserved my judgment due to lack of time. I was provided with a bundle of Respondent authorities listed in the index. Uber BV v Aslam [2021] UKSC 5 was also referred to in the Claimant's submissions.

Findings of fact

The start date of the Claimant's employment by the Respondent

10 The Claimant said in his claim form attachment that his employment started in November 2013 (but did not specify the actual date). He made no mention of his personal services company (Teeson (Kent) Limited, incorporated on 3 October 2013, page 42) in his claim form, even if only to explain why it was not relevant to these claims or not determinative of his status. Strangely the Respondent also made no reference to Teeson either in its response, only positively asserting later in the Respondent's witness statements (Mr Alan Manchett and Mr Love) that the Claimant had initially supplied his services via a contact between the Respondent and Teeson, from an earlier date than the October 2019 employment contract.

11 I queried with the Claimant's Counsel on the first day as to whether there were Teeson invoices still available given at least some were referred to. I was informed that given the lapse of time they were not available. When I asked the Claimant himself about whether he had kept documents and bank statements for Teeson (which he took steps to close in September 2019) he said he had kept records. I identified that the company records at page 41 had been disclosed by the Respondent. The Claimant has disclosed no documents about Teeson at any point.

12 The Claimant had set up Teeson with advice from MGL Accountancy Services a business owned by Mr Michael Love who is Mr Richard Love's father.

13 I find that the Respondent was incorporated on 16 July 2014 (on incorporation called Fencepro (UK) Ltd). The Claimant (or Teeson) could not therefore have entered into any type of contract with the Respondent in November 2013 because it did not exist.

14 The Claimant made no reference to the name changes of the Respondent during 2014 to 2016 (RL para 6). Although he may not have recalled the exact detail I find that this lack of even a general knowledge of the names is consistent with there not being any type of contract with the Respondent at the time of the name changes.

15 It was accepted by the Respondent that Teeson was paid for the Claimant's services from October 2016 (RL para 7). Based on Mr Love's evidence (he having checked the records and being in charge of finance) I find that the first payment to Teeson was October 2016. Mr Love's evidence as to when these payments started and therefore when the work by the Claimant started conflicted with the oral evidence of Mr Alan Manchett who when I asked him what period he was referring to in para 9 of his witness statement ('during this period') he said he was describing the period from 2014. However I give less weight to his evidence because as was evident from his oral evidence he is not a details man and is not involved at a detailed level in day to day management of contracts and staff matters and relies heavily on his other senior managers to deal with it and not bother him with it. The Claimant has not provided any evidence (or explained why there was no evidence) showing any payments to Teeson (or to himself personally) before the accepted October 2016 first payment to Teeson date.

16 The Claimant said that he had been paid for holiday pay and sick pay. Mr Alan Manchett agreed that he had before his October 2019 employment contract whereas Mr Love said he had not. For the reasons set out above I prefer the evidence of Mr Love. The Claimant has not provided any evidence of days he said he (or Teeson) was paid holiday pay or sick pay – he could for example have matched a holiday he knows he took with a payment in his records to show that his pay was the same as when he was not on holiday. Likewise he could have done the same for sick pay. Even if he only has partial records from 2014 he could have at least given examples even if unable to produce a full schedule. The only holiday booking form he produced was dated January 2025 some years after it was accepted he had been an employee.

17 On the evidence before me therefore the Claimant did some work for the Respondent from October 2016, provided by his personal services company Teeson which in turn employed him. It was an unwritten agreement between Teeson and the Respondent. The fact that according to Mr Love the Claimant struggled to generate and issue invoices after a point and the Respondent effectively dispensed with requiring invoices from him (and instead did an internal bookkeeping entry as if one had actually been received) does not mean it was not a contract between Teeson and the Respondent.

18 There was a distinct shift in the relationship in 2019. I find the Claimant asked for an employment contract (AM para 11, the Claimant in his witness statement para 16 does not give a different account as to how and why he says it came about). The Claimant took steps to close Teeson (final accounting period 30 September 2019, page 41, application to strike off December 2019) and on 1 October entered into an employment contract with the Claimant (page 47) signed by Mr Love on behalf of the Respondent. Mr Love's father Mr Michael Love (MGL Accountancy Services) was acting for the Claimant in this company closure exercise although the Respondent assisted the Claimant with some of the costs (AM para 12).

19 The start date was specified as 1 October 2019 but instead of confirming that the continuous employment start date was the same date, the contract said 'Your period of

continuous employment commenced on.' The sentence had been cut off and was incomplete. I do not find this to be suspicious but it was inept and should have been completed, thus potentially avoiding a large part of this claim.

The redundancy process February 2025

20 I find that Mr James Manchett called the Claimant on 4 February 2025. The Claimant's case was that he was presented during this call with a redundancy decision which had already been made, and offered a two day a week driver job as alternative employment. The Respondent's case (JM para 4) was that this was a call to tell the Claimant that he was at risk of redundancy and that it was not communicated to the Claimant that a decision had already been made.

21 Mr James Manchett in his oral evidence veered between saying that he had told the Claimant he was going to be made redundant, saying that he was offering him a two day week job (without linking it to redundancy) and saying that he had only told the Claimant that he was at risk of redundancy. It was very unfortunate that this call (and the other discussions below) were not documented either by way of meeting notes or an email confirming what was discussed and how things were left.

22 Turning to the Claimant's diary I do not find it to always be an accurate record. The Claimant said that he wrote things down as they happened but the entry on 7 February 2025 regarding a letter of that date he says he did not receive at the time and only received during disclosure in this claim clearly shows that it was not always contemporaneous notes. I find the entry for 4 February 2025 ('James Manchett calls to inform me…') was not written at the time because it is not written in the same style as other notes of calls and in in a curious tense for a note made at the time.

23 The email from Mr James Manchett the following day confirming the two day a week salary (page 55) was consistent with a decision to make the Claimant redundant already having been taken and communicated.

24 I find the two day a week alternative role to have been a role in effect created by the Respondent to keep the Claimant if he wanted to remain. I do not find it to have been a vacancy as such but created because of the friendship over a number of years between Mr Alan Manchett and the Claimant. The creation of this job to be able to at least offer him something is consistent with their being no other suitable vacancies at this time – had there been there would have been no need to create this one.

25 Looking at all the evidence I therefore find that Mr James Manchett did tell the Claimant that the Claimant was going to be made redundant (and offer the two day a week alternative role) and did not just tell the Claimant he was at risk or redundancy on 4 February 2025.

26 On his own account (diary entry 6 February 2025) the Claimant said that Mr James Manchett had contacted him again on 6 February 2025 and asked that the Claimant let him know about his response to the two days a week role the next day. The Claimant did not do so.

27 The Respondent then sent a letter headed 'First Redundancy Consultation letter' on 7 February 2025 (page 56). If this was a first letter the Claimant could reasonably have assumed there would be a second or further letter but this was the only letter ever sent by the Respondent.

28 This letter attempted to rewind matters and present the situation as the Claimant now being notified by this letter that he was at risk of redundancy – it was too late for that, he had already been told he was going to be made redundant. The letter also referred to alternative work 'eg 2 day working week' but this two day a week job proposal had already been made in the phone call and so it was not an 'example' of what might be possible it was what had already been presented as available with the new salary already confirmed. The letter said that Mr James Manchett would be in touch to discuss the 'potential' redundancy but he had already told the Claimant he was going to be made redundant. This letter was therefore not a genuine at risk notification as a first step in a fair redundancy consultation process. The Claimant had not been notified he was at risk before being told on 4 February 2025 that he was being made redundant.

29 The Claimant's case was that he never received this letter anyway until disclosure in this claim. The Respondent provided evidence of the create date (page 57) but had no evidence it had been posted although that is how Mr Love said it had been sent out. The letter asked the Claimant to confirm any suggestions/proposals by 14 February 2025. Given his strong wish to speak to Mr Alan Manchett and his having ignored the specific time to respond in the 6 February 2025 phone call, I find that the Claimant did receive this letter but that he was already taking the view that he was doing nothing until he had spoken to Mr Alan Manchett. He was determined not to respond to what had been discussed until he had done so, in line with their friendship and the fact that he was likely to have resented a decision being implemented about his employment by Mr Alan Manchett's son when Mr Alan Manchett was away (AM para 22 – the Claimant said he was not happy about the way he had been treated) .

30 The Claimant did not respond to the email dated 5 February 2025 about the alternative role or after the call on 6 February 2025. Given his friendship with Mr Alan Manchett I find he wanted to speak to Mr Alan Manchett but Mr Alan Manchett was on holiday. He therefore went to see Mr Alan Manchett on his return from holiday. It was disputed as to when the meeting was – the Claimant said it was originally to take place on Monday 17 February 2025 but the date was moved to the next day by the Respondent and relied on his diary entries to show that change of date. The Respondent said it took place on 17 February 2025. The parties did not disagree that the Claimant and Mr Alan Manchett had had one in person meeting to discuss the redundancy and that at various stages (disputed as to exactly when they joined the meeting) other people had been in the room. The Claimant's diary entry for 17 February 2025 notes others who attended when he did not know that others would attend before the meeting; his entry for 18 February 2025 says he tried to speak to Alan so he appears to have meetings/discussions on both dates when there was only one. However I find that it does not matter materially whether the meeting was on 17 February 2025 or 18 February 2025. There was only one meeting.

31 The Claimant does not say that he confirmed his position either way on the two day a week alternative role at the meeting on 17 (or 18) February 2025. He had had the proposal since 4 February 2025 and the salary confirmed on 5 February 2025. I find the Claimant was unable to influence Mr Alan Manchett to interfere with what had already happened and

he still did not positively accept the 2 day a week alternative role (AM para 22 JM para 8). The Claimant had not at any stage made any other suggestions or proposals. However (AM para 22, JM para 8) no final agreement was reached because the Claimant had still not said whether he wanted to take the two day a week role.

32 After that meeting Mr James Manchett called the Claimant (JM para 9). The Claimant says (C para 33) that he said he still at this point wanted to discuss this with Mr Alan Manchett. The Claimant was not saying yes or no to the new role and was hoping to have another discussion with Mr Alan Manchett, in line with his determination throughout to go direct to Mr Alan Manchett and avoid dealing with Mr James Manchett or Mr Love on the matter. However the Respondent did not need the Claimant's agreement to go ahead and implement the redundancy.

33 The Claimant was informed by Mr James Manchett not to come back to work and that his notice period was 12 weeks (diary entry). Mr Love then sent an email confirming what had been 'agreed' (page 60); he did not in this email specifically correct the notice period of 12 weeks as had been stated by Mr James Manchett (JM para 9). Mr Love accepted in his oral evidence that point 1 was a reference to calculation of the statutory redundancy payment only, although referred to as 'notice'. I find the Claimant had not 'agreed' to be made redundant (JM para 8) though he didn't have to agree it. He had not accepted (or specifically commented on or responded to) the two day a week alternative role made two weeks previously; it was by this stage reasonable for the Respondent to assume he was not going to accept it.

34 Taking the above findings of fact into account I find that the Claimant had not been told he was at risk of redundancy at the start of the claimed consultation but had already been told he was being made redundant. He was then sent a first redundancy consultation letter telling him he was at risk as if he had not already been told he was going to be made redundant. He was not sent any second letter such as an outcome letter confirming the end of the consultation period and his date of termination. He was given confusing information about his notice period pay. The Claimant in turn had not ever responded with any other suggestions or proposals (including any as to any other suitable roles) and had not said that he wanted to accept the two day a week alternative role, despite a reasonable time to consider it having elapsed.

35 Taking the above findings of fact into account I find that the Claimant's dismissal by reason of redundancy was inevitable. To have completed a fair consultation period would however have taken a further two weeks.

Relevant law

36 s230(1) ERA 1996 defines an employee as an individual who has entered into or works under a contract of employment. The contract (a contract of service or apprenticeship) can be express or implied and if express can be oral or in writing (s230(2)).

37 I have considered the authorities on this issue referred to by the parties as set out below.

38 In relation to the redundancy procedure adopted by the Respondent the test is whether the procedure adopted was within the range of conduct a reasonable employer could have adopted (Williams v Compair Maxam Ltd [1982] ICR 156).

39 s1(3) ERA 1996 provides that a written statement must contain particulars of the date the employment began ((b)) and the date on which the employee's period of continuous employment began (taking into account any previous period which counts) ((c)). s2(1) states that if there are no particulars to be entered under s1(3) that fact shall be stated.

40 s38 EA 2002 provides that an additional award must be made in an unfair dismissal case (one of the jurisdictions in Schedule 5) where it is found that when proceedings began the employer was in breach of the s1 ERA 1996 duty. The minimum award is two weeks' pay and the maximum is four weeks' pay if considered just and equitable to award the higher amount.

Reasons

41 Based on the above findings of fact the Claimant was not continuously employed by the Respondent from November 2013 or between its incorporation on 16 July 2014 and 1 October 2019 when he entered into the written employment contract.

42 Between the first payment to Teeson in October 2016 and his written employment contract dated 1 October 2019 the Claimant was providing his services via Teeson. That was the contract in existence and it was not a contract between the Claimant and the Respondent. It was Teeson who had a contract (unwritten) with the Respondent to provide the Claimant's services to the Respondent until October 2019. It was operated by Teeson and the Respondent in that way for around three years. It was a contract in place since October 2016 until there was a deliberate shift in September 2019 to end that contract when steps were taken to wind Teeson up.

43 Applying Catt v English Table Tennis [2022] EAT 125 and the need to first identify the contract (paras 44,55, albeit in Catt it was a written agreement), the contract in this claim before October 2019 was a contract for services to supply the Claimant between Teeson and the Respondent. It was not a contract with the Claimant of any type. There was no contract between the Claimant and the Respondent until the employment contract in October 2019 (Plastic Omnium v Horton [2023] EAT 85, para 55). The contract between Teeson and the Respondent between 2016 and 2019 represented the true agreement given the way the arrangement was set up (the Claimant having set up his own personal services company and accounted for corporation tax) and operated and ultimately ended.

44 As to whether an employment contract should be inferred alongside the Teeson-Respondent contract, the test of necessity applies (Tod v Swim Wales [2018] EWHC 665 QB para 79, referring to Heis). The essentials were agreed under the Teeson-Respondent express (albeit unwritten) contract namely what the Claimant had to do and the amount Teeson was paid for his services – that is the arrangement which Teeson and the Respondent set up as the legal relationship between them. There is no need to imply a separate employment contract between the Claimant and the Respondent for the period October 2016 to September 2019 (Tod para 81).

45 The Claimant therefore fails on the first hurdle in s230 namely who the contract was between. Although there were some indicators of employment pre 1 October 2019 (including a fixed monthly payment and expenses while travelling paid directly by the Respondent but not including holiday pay or sick pay or a performance related bonus as claimed) there is no need to infer a concomitant employment contract between the Claimant and the Respondent before 1 October 2019. His employment by the Respondent started on 1 October 2019 and his statutory redundancy payment and notice pay were therefore correctly calculated based on continuous employment commencing on 1 October 2019.

46 The Claimant's dismissal by reason of redundancy was however unfair under s98 ERA 1996 based on the above failings in the redundancy consultation procedure followed by the Respondent namely the failure to consult properly with the Claimant; the procedure adopted by the Respondent was outside the range of what a reasonable employer would adopt.

47 The Claimant could however have been fairly dismissed two weeks later had a fair consultation procedure been followed.

48 The unfair dismissal compensatory award is in principle therefore two weeks net pay (plus pension) to represent his financial loss for that period, however he must give credit for the notice pay received to avoid double recovery.

49 There can be no uplift for a failure to follow the ACAS Code of Practice in a redundancy dismissal and the claim under s10 Employment Relations Act 1999 (denial of right to be accompanied) is dismissed because the statutory right does not apply unless there is a disciplinary element to the dismissal, which there was not in this case.

50 Had the period of loss been longer I would have found that the Claimant failed to mitigate his losses because he only contracted one agency about other work according to his mitigation witness statement; however actual mitigation in the first two weeks is unrealistic even if efforts to find another job had been made in that period.

51 As regards the additional award under s38 Employment Act 2002, the written statement issued in October 2019 did not state the continuous employment start date, something which has subsequently become significant in this claim and demonstrates why it matters. s1 ERA 1996 deliberately and separately provides that the start date of this employment and the continuous employment start date much each be provided. s2 says that it there are no particulars to be entered then that should be stated but this was not a situation where there were no particulars to be stated. The October 2019 written statement therefore did not comply with s1 ERA 1996.

52 I therefore make an additional award of two weeks pay. I do not award the higher amount of four weeks pay because it is not just and equitable to do so. The Claimant was not entirely open in this claim about Teeson from the outset in his claim form to disclosure and including his own witness statement. I have found he was not employed by the Respondent until October 2019 and given he knew what the arrangement had been before that (and apparently had at least some documents about Teeson) he was not confused by

the absence of the continuous start date in the written statement.

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Employment Judge Reid
Dated: 1 December 2025