



EMPLOYMENT TRIBUNALS

Claimant

Mr G Powell

Respondent

Wycliffe Hotel Limited

v

Heard at: Liverpool (by CVP)

On: 14 August 2025

Before: Judge Johnson

Appearances

For the Claimants: Mr D Jones (counsel)

For the Respondent: did not attend

REMEDY JUDGMENT

- (1) Judgment was entered by Judge Allen on 31 March 2025 determining that the complaint of unfair dismissal was well founded, which meant that the claimant was unfairly dismissed.
- (2) This judgment did not take account of the other complaints of breach of contract/notice pay, holiday pay and unlawful deductions from wages which were clearly identified within section 9.2 of the claim form.
- (3) Consequently, with the respondent having not presented a response and their representatives not attending the remedy hearing today, I have heard the claimant and accept that these complaints are well founded. This means that the complaints of breach of contract/notice pay, holiday pay and unlawful deductions from wages are successful.
- (4) Following the decision made in the Tribunal's judgment on liability dated 31 March 2025 and today, the respondent shall pay the claimant the sum of **£27,836.04 (Twenty-Seven Thousand, Eight Hundred and Thirty-Six Pounds 04 Pence only)** in full and final settlement of the successful complaints of unfair dismissal, breach of contract/notice pay, holiday pay and unlawful deductions from wages and as discussed in the paragraphs below.

- (5) This judgment is calculated on the following basis, applying relevant just and equitable principles under the Employment Rights Act 1996, as applied below:

UNFAIR DISMISSAL	
A. Basic Award 1. Completed years of service at date of effective termination = 32 years (statutory maximum = 20 years) 2. Weeks' pay = £396.72 per week gross 3. Claimant's age at effective date of termination: 65 years, (therefore 1 1/2 week's pay for each completed year) 4. Calculation for basic award is therefore: (£396.72 x 1 1/2) x 20 = £11901.60	Subtotal/Total
Subtotal (Basic Award)	£11901.60
B. Notice Pay 1. 20+ years continuous service = 12 weeks' notice. 2. Net pay = £338.46 3. Calculation for notice pay: (20 x £338.46) = £4061.52	
Subtotal (Notice Pay)	£4061.52
C. Holiday Pay 1. Claimant's holiday year is 1 January to 31 December 2024. 2. Date of termination is 29 August 2024 and fraction of holiday year is 2/3 3. Holiday entitlement for year is 28 days 4. Net daily rate of pay = £48.35 5. Calculation of holiday pay: (28 x 0.65 x £48.35) = £879.97	
Subtotal (holiday pay)	£879.97
D. Unlawful deduction from wages 1. The claimant was not paid for his final month of his employment in August 2024. 2. The claimant's average monthly pay = £1498.85	
Subtotal (wages)	£1498.85
E. Compensatory Award 1. Past loss of earnings = nil (the claimant was issued with fit notes by his GP from 10 September 2024 to the date of the remedy hearing) 2. Future loss of earnings, (the claimant anticipates being sufficiently recovered to return to work following the expiry of the current	

fit note on 11 September 2025 and that he will require 6 months to secure alternative employment). The allowed future loss of earnings = (26 weeks x £338.46) = £8799.96 3. Lost pension entitlement = (6 months x £49.57) = £297.42 4. Loss of Statutory rights = £396.72 (based upon 1 week's gross pay)	
Subtotal (Compensatory Award) £8799.96 + £297.42 + £396.72 = £9494.10	£9,494.10
Grand total	£27,836.04

Recoupment of benefits

The award is subject to the application of recoupment provisions in accordance with the *Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996 (SI 1996/2349)*.

However, for the period of the past loss of earnings from 29 August 2024 when the claimant's employment ended, to the date of this hearing, the claimant has been unable to work, and no award is made for loss of earnings. It is anticipated that no recoupment will apply to this period.

While the claimant anticipates being able to work for the period from 12 September 2024 to 11 March 2026 which is the reference period for the future loss of earnings award, it is acknowledged that benefits may be payable during this period. The claimant has been cautioned that he must take account the possibility of recoupment and that he may be accountable to the DWP for any benefits received during this period.

Introduction

1. This is my decision in relation to remedy arising from Judge Allen's judgment on liability in respect of the unfair dismissal complaint dated 31 March 2025 and my decision today in relation to the outstanding complaints of breach of contract/notice pay, holiday pay and unlawful deduction from wages which were identified within the claim form. All of these complaints were successful and the claimant is therefore entitled to remedy for each of them.
2. My decision was reached having heard witness evidence from the claimant and submissions from counsel and having considered the schedule of loss and documents available at the hearing today.
3. Disappointingly, the respondent has failed to participate at any stage of these proceedings despite the company still being registered as active on Companies House and having been served with the Tribunal papers at the correct registered office. It is understood that that respondent continues to operate as a hotel and their failure to engage in these proceedings has been unreasonable and disrespectful to not only the Tribunal, but also the claimant, his solicitors and counsel.

The issues

4. I accepted that Judge Allen had already entered judgment in relation to the complaint of unfair dismissal on 31 March 2025 which was the sole complaint 'ticked' in section 8.1 of the claim form. I therefore simply had to consider remedy in this complaint applying just and equitable principles as identified within Part X of the Employment Rights Act 1996.
5. The complaints of breach of contract/notice pay, holiday pay and unlawful deduction from wages, while not 'ticked' as complaints in section 8.1 of the claim form, could clearly be identified as complaints being brought in section 9.2. The respondent had failed to present a response and had failed to attend the hearing today and based upon the available evidence, I determined that these complaints were well founded and should succeed. Accordingly, judgment was entered in favour of the claimant and these complaints.
6. This meant that in addition to the question of remedy relating to unfair dismissal, I also had to consider remedy in respect of the other successful complaints.

Evidence used

7. The claimant had prepared a witness statement and gave oral evidence at the hearing. I questioned him about his schedule of loss and the awards that he was seeking, particularly in relation to his ill health following his dismissal and his desire to mitigate his loss of earnings when his current fit note expires on 11 September 2025. I found his evidence to be credible and reliable and supportive of the schedule of loss and available documents.
8. There was a remedy hearing bundle of 82 pages which contained pleadings and orders, documents relating to the claimant's employment, documents relating to remedy and correspondence to respondent.
9. The claimant

Law

10. The Employment Rights Act 1996 provides the relevant provisions for determination of remedy in successful unfair dismissal complaint at Part X, Section II.
11. The Employment Rights Act 1996 provides the relevant provisions for determination of remedy in unlawful deduction from wages complaint at Part II.
12. The Employment Tribunal has a jurisdiction to hear breach of contract claims relating to notice pay under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 SI 1994/1623. Claims may be brought by employees where the claim '*arises or is outstanding on the termination of the employee's employment*' (Reg 3). The Employment Rights Act 1996 provides

statutory provisions for minimum notice periods upon termination of employment at Part IX, sections 86 to 91.

13. The Working Time Regulations 1998 provide workers with a minimum entitlement to paid leave. Claims for statutory holiday pay may be made under Reg 30 and where the right is contractual, under section 13 Employment Rights Act 1996.
14. A fundamental principle when a Tribunal considers remedy is that the claimant is expected to mitigate loss and a Tribunal will not make an award for any losses claimed which could reasonably have been avoided. An unfairly dismissed employee expected to look for work and will not recover losses beyond a date by which the Tribunal concludes a person ought to have reasonably been able to find employment at a similar rate of pay. Question of reasonableness determined by the Tribunal itself. Tribunals are encouraged not to apply too demanding a standard to employees.

Consideration of remedy

15. The basic award was not contentious and is calculated on the basis that the claimant was aged 65 when he was dismissed and had completed 32 years of service with the respondent by this date. The statutory maximum multiplier however, is 20 years for continuous employment.
16. Accordingly, as all of this employment took place over the age of 41, the correct figure for a week's pay to apply is $1\frac{1}{2}$ x the gross weekly wage of £396.7 and I determined that the correct figure for a basic award in this case is $(£396.72 \times 20 \times 1\frac{1}{2}) = £11,901.60$.
17. Notice pay involved a net weekly wage of £338.46. Applying Part IX of the Employment Rights Act 1996 and considering the claimant's continuous employment, the claimant was entitled to the maximum duration of 12 weeks. Accordingly, the claimant is entitled to $(12 \times £338.46) = £4061.52$.
18. Holiday pay was based upon the claimant's leave year being calculated from 1 January to 31 December and an entitlement to 28 leave days. As he was dismissed on 29 August 2024, a fraction of 0.65 (approximately $\frac{2}{3}$), was allowed. The daily rate of net pay was £48.35. Accordingly, the claimant is entitled to $(28 \times £48.35 \times 0.65) = £879.97$.
19. Unlawful deduction from wages related to the claimant not receiving his final months pay in August 2024. Using the previous 9 month's pay and applying an average monthly figure over this period, the claimant was awarded £1498.85 for this loss.
20. The compensatory award required the hearing of evidence from the claimant regarding his health since the dismissal and his attempts to mitigate his losses. Considering the credible and reliable evidence that he gave under oath and using the available documents relating to benefits and GP records, I was satisfied that the claimant was unfit to work from 10 September 2024 because

of osteoarthritis requiring a left hip replacement. He has suffered from a low mood, but commendably, he ascribes this to his dismissal and unemployment and is keen to secure alternative employment.

21. Having considered his evidence, I concluded that he would aim to have recovered sufficiently from surgery by the expiry of his current fit note on 11 September 2025 and would aim to be looking for work from the next day. He anticipates that he will require 6 months future losses as a consequence of the unfair dismissal so that he can secure alternative employment. I accepted that it would be just and equitable to make an award of 6 months from 12 September 2025 until 11 March 2026. This would amount to $(26 \text{ weeks} \times £338.46) = £8799.96$.
22. I noted that the claimant had received benefits for the immediate loss period from the date of dismissal until today's hearing, but he had received no award for loss of earnings. Consequently, it is unlikely that the claimant will be subject to DWP recoupment for that period. However, if he finds that he needs to receive benefits from 12 September 2025 until 11 March 2026 (the future loss period), he may be subject to recoupment of the benefits paid.
23. For this period, I allowed the claimant the loss of pension entitlement of £49.57 per month $\times 6 = £297.42$.
24. Finally, I agreed that an award for loss of statutory rights of one weeks' gross pay would be reasonable and just and equitable. The award for this loss was therefore £396.72.
25. Consequently, the claimant was entitled to the total sum of £27,836.04. The respondent is encouraged to behave reasonably and to satisfy this judgment without delay. It is unacceptable that an employee with the length of service and commitment displayed by the claimant has found it necessary to litigate lengthy proceedings of this nature and the respondent should now ensure that it responds quickly to the judgment on remedy that has been made.

Employment Judge Johnson

Date: 14 August 2025

Sent to the parties on:

26 February 2026

For the Tribunal Office



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2407206/2024**

Name of case: **Mr G Powell** v **Wycliffe Hotel Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 26 February 2026

the calculation day in this case is: 27 February 2026

the stipulated rate of interest is: 8% per annum.

For the Employment Tribunal Office