



THE EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

Respondent

Mr S Bowart

AND

A Belco Limited
(in administration)

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

Held at: North Shields

On: 27 February 2017

Before: Employment Judge Johnson

Appearances

For the Claimant: In person

For the Respondent: No attendance and no appearance

JUDGMENT ON REMEDY

- 1 The claimant's complaint of automatic unfair dismissal for reasons related to health and safety is well-founded and succeeds. The respondent is ordered to pay to the claimant a basic award in the sum of £5,807.00. The respondent is further ordered to pay to the claimant a compensatory award in the sum of £8,000.00.
- 2 The claimant's complaint of breach of contract (failure to pay notice pay) is well-founded and succeeds. The respondent is ordered to pay to the claimant notice pay in the sum of £8,217.99. This is a net amount and the respondent shall be responsible for the payment of any income tax and national insurance contributions thereon.
- 3 The claimant's complaint of unauthorised deduction from wages is well-founded and succeeds. The respondent is ordered to pay to the claimant the sum of £3,000 being wages unlawfully deducted. This is a net amount and the

respondent shall be responsible for the payment of any income tax and national insurance contributions thereon.

REASONS

- 1 The claimant attended in person and gave evidence under oath. The respondent is a company in administration. The administrators have confirmed that they consent to the hearing continuing but have said that they do not intend to partake further in the proceedings themselves. No one attended today on behalf of the respondent.
- 2 The claimant gave evidence under oath. He confirmed that he had resigned from his employment with the respondent in response to a fundamental breach of his contract of employment by the respondent. The claimant had complained about a number of matters relating to health and safety, in response to which the respondent had made it clear that it would take no steps to correct those matters to which the claimant had drawn their attention. The Tribunal was satisfied that the claimant should be regarded as having been unfairly dismissed pursuant to section 100(1)(d) of the Employment Rights Act 1996, in that there were circumstances of danger which the claimant reasonably believed to be serious and imminent and which he could not reasonably have been expected to avert and as a result he left his place of work. The claimant is thereby entitled to a basic award in the minimum sum of £5,807.00. The Tribunal found that it was just and equitable to award the claimant a compensatory award for unfair dismissal in the sum of £8,000.00.
- 3 The Tribunal accepted the claimant's evidence that he was contractually entitled to a minimum period of three months notice. The sum payable to the claimant in respect of that notice period is £8,217.99.
- 4 The Tribunal accepted the claimant's evidence that there had been an unauthorised deduction from the claimant's wages in respect of his contractual bonus entitlement, in the sum of £3,000. That sum is ordered to be paid by the respondent to the claimant.

EMPLOYMENT JUDGE JOHNSON

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON**

2 March 2017

JUDGMENT SENT TO THE PARTIES ON

6 March 2017

AND ENTERED IN THE REGISTER

G Palmer

FOR THE TRIBUNAL