



# EMPLOYMENT TRIBUNALS

**Claimants:** (C1) Mrs D Lawrence  
(C2) Ms T Webb

**Respondents:** (R1) CGC and Family Limited  
(R2) Mr C G Clark  
(R3) Mr C Clark

**Heard at:** Nottingham      **On:** Wednesday 13 June 2018

**Before:** Employment Judge Blackwell (sitting alone)

## **Representatives**

**Claimants:** Mr R Lassey of Counsel  
**Respondents:** Did Not Attend and not Represented

# JUDGMENT

## **Judgment for Ms Donna Lawrence**

1. The claim of unfair dismissal succeeds and accordingly the following awards are made:-

a) The first Respondent shall pay to the Claimant in respect of the Basic Award the sum of £4,945.00.

b) The compensatory award consists only of the loss of statutory rights in the sum of £450.00.

2. the claim of a failure to pay notice pay also succeeds and the Respondent is ordered to pay to the Claimant the sum of £2,760.00 by way of damages.

3. The first Respondent is therefore ordered to pay to the Claimant the total sum of £8,155.00.

4. All of the other claims brought by the Claimant are dismissed on withdrawal by the Claimant.

## **Judgment for Ms Tunis Webb**

1. The claim of unfair dismissal succeeds and therefore:-

a) The first Respondent is ordered to pay to the Claimant in respect of the Basic Award the sum of £808.08.

b) As to the compensatory award that consists only of loss of statutory rights in the sum of £450.00.

2. The claim of a failure to pay notice pay also succeeds and the first Respondent is ordered to pay to the Claimant by way of damages the sum of £538.72.

3. The first Respondent is therefore ordered to pay to the Claimant the sum of £1,796.80.

4. All of the other claims brought by the Claimant are dismissed on withdrawal by the Claimant.

## **REASONS**

1. Mr Lassey represented both Claimants and he called both of them to give evidence on their own behalf. None of the Respondents were present or represented.

2. Insofar as the non-attendance of the first, second and third Respondents which effectively is Mr Christopher Clark is concerned nobody was present at 10:00 am. In consequence the Tribunal telephoned the number given by Mr Clark on his response form but there was no answer. In those circumstances I decided to proceed having regard to the overriding objective, the contents of the Response and the fact that all of the Respondents must have been aware of the hearing date.

3. Firstly I will deal with that part of the claim that relates to an alleged transfer as between the first Respondent and/or the second and third Respondents who Mr Lassey confirms are the same person. The only evidence provided in that regard was an indication that Mr Clark had commenced another business described as ERC Nationwide Cleaning Services. However I pointed out to Mr Lassey that there had been no service on that entity and there was no evidence that Mr Clark was in fact that entity. Mr Lassey took instructions and decided to withdraw those claims that related to an alleged transfer and to a failure to consult contrary to Regulation 13 of the TUPE Regulations 2006.

4. Therefore, the only claim before me was one of unfair dismissal. The facts do not seem to be in dispute, namely that when both Claimants, Ms Lawrence and Ms Webb returned from a week's holiday on 25 August 2017 they found the first Respondent's place of business locked and stripped of equipment.

5. It soon emerged that Mr Clark who was effectively the driving force behind the first Respondent had for some reason closed the business but did not have the courage to tell his employees of that fact. It is also common ground that subsequently each employee was sent a P45 giving a leaving date of 1 September 2017.

6. On those facts as a matter of law it is for the employer ie the first Respondent to show that there was a potentially fair reason for dismissal. None of the Respondents gave evidence today and therefore all I have is the response form and it seems to me that it is ambiguous and does not disclose a potentially fair reason for dismissal. It therefore must follow that the dismissal of both Claimants was unfair.

7. Turning now to the compensation which flows from that finding, I deal first with Ms Lawrence. I find that Ms Lawrence joined the Respondents on 4 November 1999. As I have indicated above the effective date of termination was 25 August 2017. Ms Lawrence was born on 9 November 1968 and therefore had 17 years of continuous service. Of those 17 years, 8 of those were below the age of 41 and 9 were therefore above the age of 40. The gross and net wage is £230.00. Therefore 8 years times £230.00 equals £1,840.00. Nine times 1.5 times £230.00 equals £3,105.00 giving a total basic award of £4,945.00.

8. Turning now to the loss of wages, the schedule of loss is far from clear but it appears to me that such earnings as there were occurred within the notice period. Therefore adopting the Norton Tool approach I make no deduction for earnings within the notice period. There is no claim for loss beyond the notice period. Therefore the compensatory award consists only of the figure for loss of statutory rights which I place at £450.00.

9. As to the claim of a failure to pay notice pay, that is made out and the calculation in accordance with Section 86 of the Employment Rights Act 1996 is the maximum of 12 years times the net wage of £230.00 which gives a figure of £2,760.00.

10. In total therefore Ms Lawrence is entitled to be paid by the first Respondent the sum of £8,155.00.

11. Turning now to Ms Webb. Her date of birth is 6 September 1964 and she told me in evidence that she joined the first Respondent on 27 May 2013. Again the effective date of termination is 25 August 2017. In relation to the basic award Ms Webb has 4 years of continuous employment, all of which are above the age of 40. The calculation is therefore 4 times 1.5, times the gross wage of £134.68 and that equals £808.08. As to the compensatory award for the same reasons given above in relation to Ms Lawrence I find that the only sum that can be claimed is the loss of statutory rights in the sum of £450.00.

12. Again the claim of a failure to pay notice pay is made out and the calculation again in accordance with Section 86 is 4 times the net wage of £134.68 which equals £538.72.

13. In total therefore the first Respondent is ordered to pay Ms Webb the sum of £1,796.80.

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Employment Judge Blackwell

Date: 18 June 2018

JUDGMENT SENT TO THE PARTIES ON

25 June 2018

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FOR THE TRIBUNAL OFFICE