



EMPLOYMENT TRIBUNALS

Claimant: Mrs S Ebsworth

Respondent: Securewest International Limited (In Voluntary Creditors Liquidation) (1) Casson International (2)

Heard at: Plymouth (VHS) **On:** Friday 16 September 2022

Before: Employment Judge A Matthews

Representation:
Claimant: In Person
Respondent: Neither Respondent attended or was represented

JUDGMENT

1. The claims against Casson International are dismissed on withdrawal.
2. Mrs Ebsworth was unfairly dismissed by Securewest International Limited ("Securewest"). Securewest is ordered to pay Mrs Ebsworth unfair dismissal compensation of £1,885.60.
3. The Recoupment Regulations do not apply.
4. The claims for a redundancy payment, notice pay (breach of contract), arrears of pay and other payments are dismissed on withdrawal.
5. On Mrs Ebsworth's claim under article 6 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994, Securewest is ordered to pay Mrs Ebsworth damages for breach of contract in the sum of £255.81.

Schedule of calculations

1. Unfair dismissal
2. The Tribunal finds that Mrs Ebsworth was unfairly dismissed because of a failure to consult. However, on the papers and evidence available to the Tribunal, had that consultation taken place, the dismissal would have been by reason of redundancy, would have taken place within the notice period and would have been fair.
3. Mrs Ebsworth has been paid a sum equal to her notice pay by the Redundancy Payments Service. Accordingly, no basic award is made.
4. As far as compensation is concerned, none is awarded other than in respect of the interest on a loan of £3,000 that Mrs Ebsworth was forced to take out to meet living expenses. This amounts to £1,885.60.
5. Holiday pay
6. Mrs Ebsworth brings a contractual claim for the difference between her statutory entitlement to holiday pay and her outstanding contractual entitlement. (Mrs Ebsworth has received a sum equal to her entitlement to outstanding statutory holiday pay from the Redundancy Payments Service.) This amounts to 3 days' pay at a net rate of £85.27. The calculation is $£85.27 \times 3 = £255.81$.

Employment Judge Matthews
Date: 18 September 2022

Judgment sent to the parties: 22 September 2022

FOR THE TRIBUNAL OFFICE

Reasons having been given orally written reasons will not be provided unless they are asked for by written request presented by any party within 14 days of the sending of this written record of the decision.