



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr P Burrows

**Respondents:** Kingdom Services Group Ltd (1)  
Guarding Solutions & Training Services Ltd (2)

**Heard at:** Manchester

**On:**22-24 August 2021

**Before:** Employment Judge Phil Allen  
Mr I Frame  
Ms A Berkeley-Hill

## REPRESENTATION:

**Claimant:** Mr R Lees, counsel  
**First Respondent:** Ms E Evans-Jarvis, solicitor  
**Second Respondent:** Mr S Jagpal, consultant

# JUDGMENT

The unanimous judgment of the Tribunal is that:

1. The claimant was assigned to the organised grouping of employees immediately before the transfer and transferred under the Transfer of Undertakings (Protection of Employment) Regulations 2006 on 5 July 2021 from the first respondent to the second respondent.
2. The claimant was unfairly dismissed by the second respondent on 5 July 2021.
3. The second respondent breached the claimant's contract of employment by dismissing him without notice or pay in lieu of notice.
4. The second respondent made an unauthorised deduction of one day's pay from the claimant, for 5 July 2021.
5. The respondents failed to inform and consult the claimant as required under regulation 13 of the Transfer of Undertakings (Protection of Employment) Regulations 2006. The respondents are jointly and severally liable for the award in accordance with regulation 15(9).

6. The claimant's claim for a statutory redundancy payment is dismissed having not been pursued by the claimant.
7. Save for the finding in relation to information and consultation, the claimant's other claims against the first respondent do not succeed and are dismissed.
8. The claimant is awarded a basic award for unfair dismissal of **£16,320** which must be paid by the second respondent to the claimant.
9. The claimant is awarded a compensatory award for unfair dismissal of **£11,947.92** which must be paid by the second respondent to the claimant.
10. The amount which the second respondent must pay the claimant for the unauthorised deduction from wages is **£116.32**.
11. The award for failure to inform and consult as required under regulation 13 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 is 13 weeks pay being **£7,072**. Both respondents are jointly and severally liable for that award.

Employment Judge Phil Allen  
24 August 2022

RESERVED JUDGMENT AND REASONS  
SENT TO THE PARTIES ON 25 AUGUST 2022

FOR THE TRIBUNAL OFFICE

**Notes**

Reasons for each of the liability and remedy Judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decisions.

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2414131/2021**

Name of case: **Mr P Burrows** v **1. Kingdom Services Group Ltd**  
**2. Guarding Solutions & Training Services Ltd**

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: 25 August 2022

**the calculation day** in this case is: 26 August 2022

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

Mr S Artingstall  
For the Employment Tribunal Office

## GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:  
[www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.