



# EMPLOYMENT TRIBUNALS

**Claimants:** Miss L Irving  
Mrs C Mabbutt

**Respondent:** Andrew Howell

**HELD AT:** Manchester **ON:** 10 October 2017

**BEFORE:** Employment Judge Holmes

## REPRESENTATION:

**Claimants:** Mrs Del Monaco, Solicitor

**Respondent:** Not in attendance

# JUDGMENT

It is the judgment of the Tribunal that:

1. **Louise Irving** –

- (a) The claimant's claim for a redundancy payment succeeds, and the respondent is ordered to pay her a redundancy payment of **£1,050.00**.
- (b) The claimant's claim for notice pay, a claim for breach of contract, succeeds, and she is entitled to receive five weeks' notice pay less sums earned in mitigation, in total the sum of **£150.00** which sum the respondent is ordered to pay to the claimant.
- (c) The claimant's claim for pay in lieu of untaken holiday succeeds, and the respondent is ordered to pay her the sum of **£327.00**.

2. **Corrina Jane Mabbutt** –

- (a) The claimant's claim for a redundancy payment succeeds, and the respondent is ordered to pay her a redundancy payment of **£900.00**.
- (b) The claimant's claim for notice pay, breach of contract, succeeds, and the respondent is ordered to pay her five weeks' notice pay less sums earned in mitigation, in total the sum of **£225.00**, so that the net award to the claimant is **£525.00**.

- (c) The claimant's claim for pay in lieu of untaken holiday succeeds, and the respondent is ordered to pay her the sum of £327.00.

3. The sums payable above, in relation to the redundancy payments, shall not be subject to any deduction for tax or national insurance, and in respect of the claims for notice pay and pay in lieu of untaken holiday, the said sums shall be paid net of the appropriate deductions of tax and national insurance.

## REASONS

1. The claimants' claims for redundancy payments, notice pay and pay in lieu of untaken holiday were listed for hearing before the Tribunal. The respondent had entered a response, in which, save to dispute the length of the notice period that was given to the claimants, he did not contest the claimants' entitlements.

2. The respondent has not attended the hearing today, nor has he been represented, nor made any representations as to any awards to be made to the claimants save in the response form.

3. In these circumstances, and given the respondent in his response indicated that he was in financial difficulties, the Tribunal considered that it was unlikely that he would attend, and consequently has proceeded in his absence at the invitation of the claimants' solicitor, Mrs Del Monaco.

4. The claimants had made witness statements which they confirmed on oath before the Employment Judge.

5. In relation to the issue as to notice pay, the claimants confirmed that they were not given two weeks' notice, and the Employment accepted this evidence.

6. In relation to their claims for notice pay, however, the Schedules of Loss prepared for each of them had not taken into account relevant mitigation. In the case of Miss Irving, she obtained alternative employment on 10 July 2017, and consequently has fully mitigated her loss from that period. Her post termination earnings exceed her earnings with the respondent, and consequently she is only entitled to one week's notice pay in the sum of £150.00.

7. Similarly in the case of Mrs Mabbutt, she too found alternative employment on 4 July 2017, but this was only for six hours a week at the rate of £7.50 per hour. Consequently her weekly earnings were £45 for the notice period, in total some £225.00 was thus earned, which taken from her entitlement to five weeks' notice in the sum of £750.00 means that she has an entitlement to a net award from the respondent of £525.00.

8. In each case the claimants have not been paid in respect of untaken holiday in the sum of 10.9 days at the daily rate of £30, and in each of their cases they have an entitlement therefore to pay in lieu of untaken holiday in the sum of £327.00.

9. Consequently the Employment Judge made the judgment set out above and makes the awards to the claimants in the sums set out in the judgment above.

10. No further orders were sought by Mrs Del Monaco, and the hearing was accordingly concluded.

Employment Judge Holmes

Dated ; 13 October 2017

JUDGMENT AND REASONS SENT TO THE PARTIES ON  
19 October 2017

FOR THE TRIBUNAL OFFICE



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case numbers: 2403556/2017 & 2403557/2017

Name of cases: Miss L Irving v Andrew Howell  
Mrs C Mabbutt

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 19 October 2017

"the calculation day" is: 20 October 2017

"the stipulated rate of interest" is: 8%

For the Employment Tribunal Office