



EMPLOYMENT TRIBUNALS

Claimant:
Mr G Schofield

Respondents:
(1) Redhall Group Plc
(2) Grant Thornton UK LLP

Heard at: Leeds **On:** 14 February 2020

Before: Employment Judge R S Drake

Representation:

Claimant: In Person
Respondent: No Attendance

JUDGMENT

1. The judgment of the Tribunal is that the Claimant's complaint under section 189 of the Trade Union and Labour Relations (Consolidation) Act 1992 of a failure by the First Respondent to comply with the requirements of section 188 of the 1992 Act is well-founded. The Tribunal orders the First Respondent by way of protective award under section 189(3) of the 1992 Act to pay to all salaried employees at the First Respondent's Calder Close Wakefield site, who were dismissed for redundancy between 12 July 2019 and 26 July 2019 remuneration for the period of 90 days beginning on 12 July 2019. The Recoupment Regulations apply.
2. I find that the First Respondent terminated the Claimant's employment in breach of contract by not giving notice (a minimum of nine weeks entitlement) or making a payment in lieu, but I make no award of damages since the Claimant was able to commence new employment immediately on receipt of his termination letter dated 12 July 2019

REASONS

3. The Claimant gave evidence of his employment and how it ended on 12 July 2019. He had been advised by the First respondent on 10 June 2019 that they were going into Administration and thereafter his employment was maintained by the Second Respondent (acting as agent for the First Respondent) until they wrote confirming dismissal as of 12 July 2019 without prior warning or consultation. Neither Respondent responded to these proceedings nor made any appearance or representations before me. I preferred the evidence of the Claimant in all respects and find

accordingly.

- 4 The Claimant has established he was entitled to nine weeks' notice as he was engaged by the First Respondent for nine complete years and he has also established he did not receive notice or pay in leu. However, I am satisfied the Claimant mitigated his loss and thus extinguished his claim for damages for breach of contract by finding and starting new employment immediately upon receipt of the letter of termination. That new employment commenced 15 July 2019 and thus he suffered no recoverable loss by reason of breach of contract.

Employment Judge R S Drake
Date: 18th February 2020