



IN THE EMPLOYMENT TRIBUNAL (SCOTLAND) AT EDINBURGH

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**Judgment of the Tribunal in Case No 4103155/2022 Heard at Edinburgh on
the 26th, 27th and 28th October 2022**

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Employment Judge J G d’Inverno

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Mr L Lawrence

**Claimant
In Person**

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Adrok Limited

**Respondent
Represented by:
Mr A Burgess -
Consultant**

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

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The Judgment of the Employment Tribunal, entered of consent and on the Joint
Application of parties made at the bar in terms of Rule 64 of the Employment
Tribunals (Constitution and Rules of Procedure) Regulations 2013 Schedule 1, is:-

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(First) That the claimant was dismissed by the respondent without notice in
terms of section 95(1)(a) of the Employment Rights Act 1996 (“ERA”).

(Second) That the dismissal was unfair in terms of section 98 of the
Employment Rights Act 1996.

(Third) The claim in respect of breach of contract (notice pay) is dismissed upon its withdrawal by the claimant.

5 **(Fourth)** The respondent shall pay to the claimant the total sum of £2500 (Two Thousand Five Hundred Pounds), inclusive of;- a basic award (£738.46), a compensatory award (£900), a 15% uplift for failure on the part of the respondent, to follow the relevant ACAS Code of Practice (£245.76) and, Time Preparation Costs in the agreed sum of £615.77.

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REASONS

1. These claims called for Final Hearing at Edinburgh on the 26th, 27th and 28th October 2022.

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2. The case is one in which the claimant presents complaints of:-

(a) Unfair Dismissal in terms of section 98(4) of the Employment Rights Act 1996 ("ERA"); and,

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(b) Breach of Contract in respect of notice pay for the period 26th April to the 13th May 2022 in the sum of £1,000 gross, £900 net

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3. The claimant appeared on his own behalf. The Respondent Company was represented by Mr Burgess, Consultant.

The Issues and Matters of Agreement

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4. In the course of Case Management Discussion conducted at the outset of the Hearing, parties confirmed and the Tribunal recorded:-

(a) That the issues requiring investigation and determination by the Tribunal at Hearing were:-

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- (i) Did the claimant resign on the 25th of April 2022 with immediate effect, by reason of his refusal to carry out a reasonable instruction of the defendant, as is asserted by the defendant and denied by the claimant; or alternatively,
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- (ii) Did the respondents expressly summarily dismiss the claimant on the 25th of April 2022 in response to his said alleged refusal, as is asserted by the claimant and denied by the respondent; which failing,
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- (iii) Did the respondent summarily dismiss the claimant in terms of their letters of 25th April (J-94) and their email of 25th April (J-99) in which they told the claimant that his last day of service was recorded as 25th April 2022 notwithstanding the claimant's confirmation in his earlier email of the same date that the contractual notice given by him on 14th April, due to expire on 13th May 2022, still stood
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- (iv) In the event that the respondent did dismiss the claimant in terms of section 95(1)(a) of the ERA, what was the reason, which failing the principal reason for the dismissal
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- (v) Does any such dismissal fall to be regarded as substantively and or procedurally unfair in terms of section 98 of the ERA
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- (vi) In the event that the dismissal was unfair, to what remedy is the claimant entitled in terms of:-

- Basic award; and
- Compensatory award

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(vii) Does any such award fall to be reduced in terms of section 123(6) of the ERA by reason of it having been caused or contributed to by any action of the claimant; and if so by what amount would it be just and equitable to reduce such award, by reason of such contribution

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(viii) In the event that in dismissing the claimant the respondent failed to follow a fair procedure would the claimant's employment have terminated in any event had a fair procedure been followed and if so, does any compensatory award fall to be reduced or restricted in terms of **Polkey v A E Dayton Services Limited** [1988] AC 34

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20 Sources of Oral and Documentary Evidence

5. Oral:-

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(a) The claimant gave evidence on his own behalf.

(b) For the respondent, the claimant heard evidence from Dr C Stove, the Director who determined the claimant's grievance and from, Mr G Stove, Director and Chief Executive Officer.

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6. Parties lodged a Joint Bundle of Documents, extending to some 175 pages, to some of which reference was made in the course of evidence.

Disposal under Rule 64

7. On the third day of Hearing, after all evidence had been heard and following an adjournment, parties jointly advised the Tribunal that they had agreed the terms of a settlement which, on Joint Application made orally at the bar, they invited the Tribunal to reflect in a Judgment to be entered, of consent, in terms of Rule of Procedure 64.

8. A handwritten copy of the terms of the agreement to be reflected in the consent Judgment, signed by both principal parties in the presence of the Judge on 28 October 2022, was lodged with the court and is in the following terms:-

“Case Number 4103155/2022

Date: 28th October 2022

Claimant: Mr Lewis Lawrence

Respondent: Adrok Limited

The parties hereby agree and request that the Tribunal issue a Judgment by consent on the following terms:

‘The Respondent concedes that the Claimant was dismissed and that the dismissal was unfair.

The Claimant withdraws the claim in respect of breach of contract (notice pay). The claim is dismissed upon withdrawal.

The Respondent agrees to pay £2500 to the Claimant based on the following:

Basic Award: £738.46

Compensatory Award: £900

Total Compensatory and Basic award £1638.46

The parties agree to an ACAS uplift of 15%.

5 Total Compensatory and Basic award with uplift £1884.23

Time Preparation Costs of £615.77

10	Respondent	Claimant
	Signed G Stove	Lewis Lawrence

For and on behalf of
Adrok Ltd (SC181158)™

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The Tribunal was satisfied that the terms in which Judgment was sought of consent of the parties, were compliant with the requirements of Rule 64 and has accordingly given effect to the terms in the Judgment which it has entered.

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Employment Judge: Joseph d'Inverno
Date of Judgment: 01 November 2022
25 Entered in register: 02 November 2022
and copied to parties

I confirm that this is my Judgment in the case of Lawrence v Adrok Limited and that I have signed the Judgment by electronic signature.

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