



# EMPLOYMENT TRIBUNALS

**Claimants** (1): Ciara Turner  
(2): Clare Whitehill  
(3): Penelope Gibbins  
(4): as per attached schedule

**Respondent:** Belmont School (Feldemore) Educational Trust Limited  
(in Administration)

**Interested Party:** Secretary of State for Business and Trade

**Heard at:** Croydon by CVP

**On:** 30 & 31 October 2024

**Before:** Employment Judge Liz Ord  
Tribunal Member Sheik Khan  
Tribunal Member Claire Chaudhuri

**Representation:**

Claimants 1 & 2: Ms Imogen Egan (Counsel)  
Claimant 3: In person  
Other Claimants: Not appearing  
Respondent: Ms Rebecca Paterson (Counsel) instructed by the  
Administrator  
Interested Party: Not appearing

## JUDGMENT

### 1. Protective Award

- 1.1. The Respondent failed to adequately comply with a requirement of section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) and the Claimants' claims for a protective award brought under section 189 of TULR(C)A succeed.
- 1.2. The Respondent is ordered, to pay remuneration to the Claimants named in attached Annex 1 for a protected period of 60 days beginning on 31 December 2023 (being the date on which the dismissals to which the complaints relate took effect).
- 1.3. The Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996 apply to this award.

## **2. Breach of Contract**

- 2.1. The claims of breach of contract for non-payment of notice pay brought by the first Claimant (Ciara Turner) and the third Claimant (Penelope Gibbins) are well founded.
- 2.2. The Respondent is ordered to pay to the first Claimant the gross sum of £2,788.40.
- 2.3. The Respondent is ordered to pay to the third Claimant the gross sum of £1,966.00.

## **3. Preferential debts**

- 3.1. Subject to the normal categories of preferential debts set out in Schedule 6 of the Insolvency Act 1986, any payments made by the Respondent (rather than the Secretary of State) pursuant to this judgment will be paid as an unsecured dividend.

# **REASONS**

## **Background**

1. For the purposes of the Protective Award claims, it was agreed by the parties attending that Ciara Turner, the first Claimant, was the relevant employees' representative for the Claimants listed in Annex 1. Therefore, hers was the lead case for the purposes of the Protective Award claims and all other such claims were dependant on her outcome. As put by the Administrator's representative, all other Protective Award claims "piggy-backed" on that of Ms Turner. Therefore, this judgment disposes of all Claimants' claims as listed so far as they relate to a Protective Award.
2. The third Claimant, Penelope Gibbins, had been inadvertently omitted from the list, although there was correspondence from the Administrator agreeing to her claim being consolidated with that of the first Claimant. With the agreement of the parties, her claim was consolidated with that of the first Claimant and added to the list (a separate Case Management Order has been made to this effect). Therefore, Ms Gibbins' claims were heard in full at this hearing.

## **Findings of Fact**

(References in brackets are to page numbers in the 288 page bundle that was before the Tribunal).

### **Protective Award**

3. There was no recognised Trade Union at the Respondent school for the purposes of collective bargaining. Nor did the school have an HR function.
4. The Respondent was in financial difficulties throughout 2023. It was in litigation

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with a construction firm, who obtained a financial judgment against it in August 2023. The school expected the claim to be in the sum of around £90K. In fact the award was for £567K plus VAT. At that stage it became apparent to the Respondent that the school was potentially unable to meet its liabilities. The construction firm took steps to enforce the judgment and a hearing date was set for 31 January 2024 (202).

5. The school board discussed whether it could re-open in September 2023. On the basis that two potential investment partners were undertaking financial due diligence and appeared to have intentions to make an offer to acquire the school, it stayed open. However, negotiations broke down and no deal was achieved (202).
6. The Respondent did not tell its employees about the financial state it was in and the potential impact this might have on their jobs.
7. By November 2023 it was apparent that the school was likely to close.
8. On 30 November a letter was sent to employees from the Chair of Governors saying the school “will almost certainly be closing” (111). This was followed the same day by a letter from Marc Broughton (Head teacher) (113-4) giving context to what was happening. A Governors’ briefing was also sent out that day which, as well as setting out the problems, said that they had not given up hope of a “rescue” buyer emerging (115-17).
9. A parent-led working group was set up to try to rescue the school and avoid closure.
10. On 5 December, a parent, Taryn Timperlake, who had an HR and employment background, met with groups of staff and gave presentations to them about redundancy procedure, their employment rights and support on offer (slides 125-132). She sent staff an email that day (124) saying she hoped she had reassured them that they would be supported and consulted with appropriately. She said that a message regarding election of staff representatives would follow and she would produce a Q&A document for circulation.
11. On 6 December Mr Broughton sent a letter to staff inviting them to elect representatives (135) with whom he said there would be consultation. He also said it was the Respondent’s sincere hope that the parent-led working group would be successful in saving the school.
12. Elections of staff representatives took place between 6-8 December (159) and Ciara Turner was elected to represent teaching staff.
13. On 11 December the Governors and Head Teacher wrote to staff saying that they were unable to keep the school open and it would close on 15 December (138).
14. The Insolvency Service Form HR1 - Advance Notification of Redundancies was completed by the school on 1 December 2023. It indicated that the first dismissal was to take effect on 18 December and that the reason for giving less than the required 30 day notice was an inability to attract a buyer and exhaustion of financial resources. The school employed 61 staff and all were to be made redundant (120).

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15. Meetings with staff representatives were held on 13, 14 and 15 December and detailed information was provided about what was going to happen (151-154). There was no discussion on how to avoid closure.
16. The school closed on 15 December 2023. There was no support for staff or any consultation after this date.
17. It went into administration on 2 January 2024 and RSM UK Restructuring Advisory LLP were appointed as administrators (173-179).
18. On 4 January the administrators wrote to employees saying their last day of service with the school was 31 December 2023 (173 – 179). Staff were paid up until this date.

**Breach of Contract – Notice Pay**

19. The notice period in Ciara Turner's contract was one full term's notice, which would have taken her pay up to 30 April 2024 (para 8 p88). Claire Whitehill and Penelope Gibbins had the same provision in their contracts. This was agreed by the Administrator's representative.
20. No formal notice of dismissal was given to the employees and this is acknowledged by the Respondent (27).
21. Ms Turner and Ms Whitehill both started new jobs with effect from 1 January 2024. Ms Whitehill's salary was more than she was earning with the Respondent. Ms Turner's salary was less than she was earning with the Respondent.
22. Ms Gibbins was unable to find work straight away. She obtained a fixed contract on 19 February 2024 for the remainder of the school year at a lower pay rate than she was on with the Respondent. She also obtained a small amount of substitute teacher work in January and February. She received statutory notice pay from the Insolvency Service.

**Conclusions**

**Protective Award**

23. The Respondent acknowledged both in the written evidence and in submissions that it did not comply with its requirement to consult for the full 30 day period (64). It does not seek to rely on the special circumstances defence and concedes that the circumstances it was in did not render full consultation not reasonably practicable. Therefore, the issue for the Tribunal is how serious the default was.
24. We have taken account of the school's small size and its lack of an HR function.
25. The staff were first warned of the school's financial circumstances and potential closure on 30 November. They were provided with a detailed briefing of the School's circumstances and, at this stage, would have understood that their jobs were at risk. However, this was not a consultation about redundancy and the briefing also spoke of hopes of saving the school.

26. Whilst the staff were helped by another parent, Ms Timperlake, this was not tantamount to consultation.
27. The staff were only informed definitely about the closure on 11 December, four days before the school closed. Although they were provided with detailed information and some guidance at the meetings on 13-15 December, this was extremely late in the day. In any event, consultation at these meetings was limited and no discussion took place about how redundancies might be avoided.
28. The Respondent knew of its serious financial difficulties in August 2023. Whilst it was hoping for a buyer and to save the school, it took no steps to warn its employees of potential job losses. If it had reasonably considered its employees, it would have put them on warning of redundancies and started consultation. Instead, it left it to the last moment.
29. For these reasons, whilst we find that some limited consultation took place, more consideration should have been given to the Respondent's employees earlier in time. Therefore, we find it just and equitable to make an award of 60 days pay.
30. The protective period runs from 31 December 2023.

#### **Breach of Contract – Notice Pay**

31. The Administrator's representative does not oppose the notice pay claims from Ms Turner and Ms Gibbins. Ms Whitehill makes no claim. Therefore, taking account of the evidence before us and the Respondent's concessions, the Tribunal finds Ms Turner's and Ms Gibbins' claims to be well-founded.

#### **Calculations of Notice Pay**

##### **Turner**

32. The Administrator's representative agreed the amount of notice pay set out in Ms Turner's Schedule of Loss (273-274), which equates to one term's gross pay minus her gross pay from her new job as follows:

From 1 January 2024 to 30 April 2024

£15,115.08 - £12,326.68 = £2,788.40

33. We therefore make an award of £2,788.40 gross

##### **Gibbins**

34. From documentation provided to the Tribunal at the hearing, the parties agreed the amount due, equating to one term's pay minus Ms Gibbins' pay from her substitute teacher work and her fixed term contract as follows:

From 1 January 2024 to 30 April 2024

Amount due from Respondent:

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655.80 (week's gross pay) x 17 weeks (one term) = £11,148.60 gross

Minus:

Substitute teacher pay of £625.00 gross

Fixed term contract pay from 19.2.24 to 30.4.24 of £6,772.60

Statutory notice pay of £1,785.00

Total deductions = £9,182.60

Remaining:

£1,966.00 (11,148.60 – 9,182.60)

35. We therefore make an award of £1,966.00

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Employment Judge Liz Ord

Date 1 November 2024

Notes

1. A protective award is a two-stage process. The Tribunal at this stage makes no financial award, but gives a judgment that the Claimants are entitled to a protective award in the terms set out above. The Claimants must then seek payment of their individual awards from the Respondent, quantifying the amount.
2. Failure to pay (should that occur), or any dispute as to the amount payable, then becomes a matter for a further separate claim under s192 of the Trade Union and Labour Relations (Consolidation) Act 1992 for payment of the award.
3. Annex 2 provides details on recoupment of benefits.

**ANNEX 1**

**Schedule of Claimants entitled to a protective award for a 60 day period and who are within the scope of this judgment.**

| <b>Multiple Schedule</b> |                                                                                 |                                                                     |
|--------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Multiple:</b>         | <b>2300613 - Belmont School</b>                                                 |                                                                     |
| <b>Case Number</b>       | <b>Claimant</b>                                                                 | <b>Respondent</b>                                                   |
| 2301137/2024             | Miss Ciara Turner<br>6<br>Whitehaven Drive<br>Bookham<br>KT23 4FE               | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
|                          | Miss Ciara Turner<br>6<br>Whitehave Drive<br>Bookham<br>KT23 4FE                | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301138/2024             | Mr Matthew Dixon<br>Hilltop<br>The Woodlands<br>Wallington<br>SM6 0QZ           | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
|                          | Mr Aled Leyshon<br>25<br>Earlies Meadow<br>Horsham<br>RH12 4HP                  | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301139/2024             | Mrs Kayleigh Fellingham<br>Hazeldene<br>Haven Road<br>Rudgwick<br>Rh12 3jh      | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
|                          | Mr Graeme East<br>6<br>New Road, Forest Green<br>Dorking<br>RH5 5SA             | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301140/2024             | Mrs Rachel Eastment<br>West Cottage<br>Hayes Wood Road<br>Five Oaks<br>RH14 9AS | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
|                          | Mr Christopher Brailsford-Cox<br>43<br>Divot Way<br>Basingstoke<br>Rg24 9YB     | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301141/2024             | Mrs Frances Crossley<br>Trout Tickler<br>7 Trout Lane<br>Barns Green<br>RH130QD | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
|                          | Mrs Sarah Emmett<br>Morningside<br>Guildford Road<br>Rowly<br>GU6 8PG           | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |

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| 2301147/2024 | Mr Simon Fellingham<br>Hazeldene<br>Haven Road<br>Rudgwick<br>Rh12 3jh        | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301148/2024 | Mr Simon Cotton<br>38<br>West Farm Avenue<br>Ashtead<br>KT21 2LG              | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301149/2024 | Mr James Timmis<br>144<br>Manor Road North<br>Thames Ditton<br>KT70BH         | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301150/2024 | Mrs Samantha Spiller<br>56<br>Speedwell close<br>Merrow<br>GU4 7HE            | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301151/2024 | Mrs Nicola Barriball<br>Loreto<br>The Ridgeway<br>Cranleigh<br>GU6 7HR        | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301152/2024 | Mrs Alison Owen<br>34<br>Tynedale Road<br>Strood Green, Brockham<br>RH3 7HX   | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301153/2024 | Mr Timothy Stannard<br>22<br>Danesfield Close<br>Walton-on-Thames<br>KT12 3BP | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301154/2024 | Mrs Jade Thomas<br>4<br>Weald View<br>Alfold<br>GU68UF                        | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301155/2024 | Miss Clare Whitehill<br>34<br>Tychbourne Drive<br>Guildford<br>GU47DH         | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301156/2024 | Mrs Annabel Blanch<br>19<br>Holmbury Drive<br>Dorking<br>RH5 4TU              | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301157/2024 | Mr Ross MacGregor<br>46<br>Churchill Way<br>Broadbridge Heath<br>RH12 3TZ     | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |



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| 2301158/2024 | Mrs Dawn Tolley<br>Cop House<br>Old Road<br>Buckland<br>RH3 7DY                             | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301159/2024 | Mr David Collins<br>1<br>Belmont Close<br>Holmbury St Mary, Dorking<br>RH5 6LQ              | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301160/2024 | Mrs Georgina Collins<br>1<br>Belmont Close<br>Holmbury St Mary, Dorking<br>RH5 6LQ          | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301161/2024 | Mrs Danielle Evans<br>The Old Laundry<br>Milton st<br>Westcott<br>Rh4 3px                   | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301162/2024 | Mr Robin Benton<br>2<br>John Wiskar Drive<br>Cranleigh<br>GU6 8RA                           | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301163/2024 | Mrs Rachel Wilson<br>Stanton<br>Deepdene Ave Rd<br>Dorking<br>RH4 1ST                       | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301164/2024 | Mr Krzysztof Nowotny<br>Flat 2<br>3 Whitmore Way<br>Horley<br>RH68FX                        | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301165/2024 | Mrs Sarah Clover<br>Rainbows End<br>Church Road<br>Partridge Green                          | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301166/2024 | Mr Richard Hearn<br>Garran Cottage<br>Elmers Road<br>Ockley<br>RH5 5TL                      | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301167/2024 | Miss Emily Mortimer<br>1 birchens coast hill farm<br>sheephouse lane<br>wotton<br>RH56QH    | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301168/2024 | Mr Matthew Codrington<br>Belmont School<br>Pasture Wood Road<br>Holmbury St Mary<br>RH5 6LH | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |

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| 2301169/2024 | Mrs Myra Irvine<br>1 Evelyn Cottages<br>Abinger Lane, Abinger Common<br>Dorking<br>RH5 6JE     | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301170/2024 | Mrs Charlotte Codrington<br>Belmont School<br>Pasture Wood Road<br>Holmbury St Mary<br>RH5 6LH | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301171/2024 | Mr Mathew Devassy<br>64<br>Charrington Way<br>Horsham<br>RH12 3TH                              | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301172/2024 | Mr Donald Booker<br>9<br>New Road, Forest Green<br>Dorking<br>RH5 5SA                          | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301173/2024 | Mrs Lotti Ellis<br>Woodlands<br>Oak Grange road<br>West Clandon<br>GU4 7UB                     | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301174/2024 | Mr Steven Heath<br>48<br>South Terrace<br>Dorking<br>RH4 2AE                                   | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301175/2024 | Mr Adrian Prasca<br>80<br>Rough Rew<br>Dorking<br>RH4 2PA                                      | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301176/2024 | Mrs Carol-Anne Drage<br>1<br>St Nicholas<br>Dorking<br>RH5 4ER                                 | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301177/2024 | Mrs Liezel McCulloch<br>2<br>Lanyon Close<br>Horsham<br>RH12 5JP                               | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301178/2024 | Mr Alexander Hammond<br>1 Marley Way House<br>Thakeham Road<br>Storrington<br>Rh20 3PP         | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301179/2024 | Mrs Kate Ward<br>6<br>Caenwood Road<br>Ashtead<br>KT21 2JE                                     | Belmont School<br>Feldmore<br>Pasturewood Road<br>Dorking<br>RH56LQ |

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| 2301180/2024 | Mr Michael Cooper<br>99<br>Queens Road<br>Bisley<br>GU24 9AT                   | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301181/2024 | Mrs Faith Sykes<br>Oakview<br>Surrey Gardens<br>Leatherhead<br>KT24 5HH        | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301182/2024 | Mrs Kelly Wharton<br>24<br>Warwick Close<br>Dorking<br>RH5 4NN                 | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301183/2024 | Mr Richard Dixon<br>104<br>Onslow Gardens<br>Wallington<br>SM6 9QG             | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301184/2024 | Miss Sarah Pridmore<br>14<br>Cricketts Hill<br>Shere<br>GU5 9JY                | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301185/2024 | Mr James Dixon<br>7<br>Aultone Way<br>Carshalton<br>SM5 2LQ                    | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301186/2024 | Mrs Joanne Parfett<br>Hunters Green<br>Ridgeway Road<br>Dorking<br>RH4 3AT     | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301187/2024 | Mrs Pauline Pallant<br>6<br>Friday Street Ockley<br>Dorking<br>RH5 5TE         | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301188/2024 | Miss kim Edwards<br>32 Evelyn Cottages<br>Abinger Common<br>Dorking<br>RH5 6JE | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |
| 2301189/2024 | Mr Lance Owen<br>7 Mill Reach<br>Mill Lane<br>Albury<br>GU5 9BA                | Belmont School<br>Feldemore<br>Pasturewood Road<br>Dorking<br>RH56LQ |

| Case number  | Name             |
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| 2300035/2024 | Penelope Gibbins |

## ANNEX 2

### (PROTECTIVE AWARDS)

#### Recoupment of Benefits

The following particulars are given pursuant to the Employment Protection (Recoupment of Benefits) Regulations 1996, SI 1996 No 2349.

The respondent is under a duty to give the Secretary of State the following information in writing: (a) the name, address and National Insurance number of every employee to whom the protective award relates; and (b) the date of termination (or proposed termination) of the employment of each such employee.

That information shall be given within 10 days, commencing on the day on which the Tribunal announced its judgment at the hearing. If the Tribunal did not announce its judgment at the hearing, the information shall be given within the period of 10 days, commencing on the day on which the relevant judgment was sent to the parties. In any case in which it is not reasonably practicable for the respondent to do so within those times, then the information shall be given as soon as reasonably practicable thereafter.

No part of the remuneration due to an employee under the protective award is payable until either (a) the Secretary of State has served a notice (called a Recoupment Notice) on the respondent to pay the whole or part thereof to the Secretary of State or (b) the Secretary of State has notified the respondent in writing that no such notice is to be served.

This is without prejudice to the right of an employee to present a complaint to an Employment Tribunal of the employer's failure to pay remuneration under a protective award.

If the Secretary of State has served a Recoupment Notice on the respondent, the sum claimed in the Recoupment Notice in relation to each employee will be whichever is the less of:

- (a) the amount (less any tax or social security contributions which fall to be deducted by the employer) accrued due to the employee in respect of so much of the protected period as falls before the date on which the Secretary of State receives from the employer the information referred to above; OR
- (b) (i) the amount paid by way of or paid as on account of jobseeker's allowance, income-related employment and support allowance or income support to the employee for any period which coincides with any part of the protected period falling before the date described in (a) above; or
- (ii) in the case of an employee entitled to an award of universal credit for any period ("the UC period") which coincides with any part of the period to which the prescribed element is attributable, any amount paid by way of or on account of universal credit for the UC period that would not have been paid if the person's earned income for that period was the same as immediately before the period to which the prescribed element is attributable.

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The sum claimed in the Recoupment Notice will be payable forthwith to the Secretary of State. The balance of the remuneration under the protective award is then payable to the employee, subject to the deduction of any tax or social security contributions.

A Recoupment Notice must be served within the period of 21 days after the Secretary of State has received from the respondent the above-mentioned information required to be given by the respondent to the Secretary of State or as soon as practicable thereafter.

After paying the balance of the remuneration (less tax and social security contributions) to the employee, the respondent will not be further liable to the employee. However, the sum claimed in a Recoupment Notice is due from the respondent as a debt to the Secretary of State, whatever may have been paid to the employee, and regardless of any dispute between the employee and the Secretary of State as to the amount specified in the Recoupment Notice.