



EMPLOYMENT TRIBUNALS

Claimant: Mr Michael Hannant

Respondents: (1) Hambling Utility Services Limited
(2) Gary Hambling

Heard at: East London Hearing Centre

On: 15 December 2020

Before: Employment Judge Allen QC
Members: Ms S Harwood
Mr J Quinlan

Appearances

For the claimant: Mr Frame
For the respondent: Mr Monroe

This has been a remote video hearing which was not objected to by the parties. The form of remote hearing was V: video - fully (all remote) by CVP. A face to face hearing was not held because it was not practicable and no-one requested the same and all issues could be determined in a remote hearing. The documents that I was referred to are in the tribunal file, and in the written submissions, authorities and bundles of documents produced by the parties, which the members of the tribunal had before them.

RESERVED JUDGMENT

1. The claim of disability discrimination fails and is dismissed.
2. The claim against the second Respondent, Gary Hambling, fails and is dismissed.
3. The redundancy pay claim is conceded by the Respondent and succeeds. The Respondent must pay to the Claimant the sum of £1200 being 2 x 1.5 times the Claimant's gross weekly pay of £400. That sum is not subject to taxation.

4. The notice pay claim succeeds. The Respondent must pay to the Claimant the sum of £800 gross being 2 times the Claimant's weekly pay of £400. The notice pay claim may be subject to taxation either at source or in the hands of the Claimant.
5. It having been agreed that any claim for underpayment of accrued holiday entitlement upon termination of employment has been satisfied, that claim is dismissed.
6. The Claimant's claim for full payment of 7 days wages up to the date of dismissal on 25 February when he was no longer off sick but available for work succeeds. The total due for that period is 7 x £80 per day equals £560 to which the payment of SSP for 7 days at £131.95 must be deducted. The total gross owed to the Claimant is £428.05. This gross sum may be subject to taxation either at source or in the hands of the Claimant.
7. The claim for unfair dismissal succeeds. The reason for dismissal was redundancy but the dismissal was procedurally unfair. The compensatory award comprises the following elements:
 - a. 400 loss of statutory rights
 - b. 2040 net loss of earnings for a period of 6 months
 - c. This totals 2440
 - d. This amount is reduced to 25% of the total on the basis of the tribunal's reduction of compensation under the principle in *Polkey* to take account of the possibility that the Claimant would have been dismissed in any event if a fair process had been followed.
8. The total net amount payable by the Respondent to the Claimant for unfair dismissal is therefore £610.
9. Given that this was found to be a redundancy dismissal, the ACAS Code of Practice does not apply and therefore there is no uplift.
10. 2 week's pay in the total sum of £800 is awarded under section 38 Employment Act 2002 because of the inadequate provisions of the statement of terms and conditions given to the Claimant.

REASONS

1. By ET1 claim form presented on 18 May 2020, the Claimant brought claims against the Respondent for unfair dismissal, disability discrimination, notice pay, arrears of pay and holiday pay.

2. The Respondent initially failed to respond to the claim within the time required by the rules but was permitted to respond at a preliminary hearing on 7 December 2020.
3. We heard evidence from the Claimant and from the second Respondent.
4. We were referred to documents in a bundle running to 80 pages and we received during the course of the day: an email from Robin Clare of Weir Anglian Water to the Respondents dated 14 December 2020; the Claimant's Job Seekers book; and an email from the Claimant to the tribunal dated 26 October 2020 concerning his mother's disability.
5. We heard oral submissions from both parties.
6. The issues were addressed at a preliminary hearing on 14 September and revisited at the start of the hearing. The parties had agreed a list of issues – and following clarification at the start of the hearing and after a conversation over the lunch adjournment between the representatives, the issues that remained for determination by the tribunal were as follows:

Unfair Dismissal contrary to sections 94 and 98 Employment Rights Act 1996

1. Was there a genuine redundancy situation?
2. What was the reason, or if more than one reason, the principal reason for the Claimant's dismissal?
 - a. The Claimant avers that he was unfairly dismissed because of his requirement to care for his disabled parents and at the date of dismissal his disabled mother.
 - b. The first Respondent contends that dismissal was by reason of redundancy.
3. Did the first Respondents undertake a reasonable process, or any process at all, before making a final decision about the Claimant's dismissal – this global question included consideration of whether the Claimant was consulted and whether sufficient or any efforts were made to look for suitable alternative employment, if available.
4. Was the first Respondent's decision to dismiss within the range of reasonable responses open to a reasonable employer?
5. If the Claimant was unfairly dismissed, has the Respondent proved that if it had adopted a fair procedure, the Claimant would have been fairly dismissed in any event? What is the percentage chance of such a fair dismissal; additionally or alternatively, to what date should the Claimant be compensated?

Direct discrimination contrary to section 13 Equality Act 2010

6. The Claimant relies on his father (cancer) and his mother (physical impairment) as having disabilities and the Claimant asserts that he was dismissed because of disability in that he was dismissed because they were disabled.
7. The Respondents admitted that the Claimant's father was disabled and that it had knowledge of the father's cancer from 4 December 2019 onwards. However the Respondent did not admit that the Claimant's mother was disabled; and the Respondent denied actual or constructive knowledge of her disability, thereby placing both matters in issue.
8. Did the Respondents treat the Claimant less favourably:

a. By not paying him his contractual salary when he was available to work in the last 7 days of his employment;

b. by dismissing him?

than it would have treated a hypothetical comparator in the same relevant circumstances?

9. Was that less favourable treatment because of disability?

10. If the Claimant is successful what award should be made for injury to feelings and is there any financial loss which is not already dealt with under the heading of unfair dismissal.

Unlawful Deduction from Wages

11. Did the Respondent fail to pay the Claimant's contractual pay of £80 per day but instead only paid SSP during the last 7 days of his employment when he was available and fit to work?

Breach of Contract

12. Did the Respondent fail to give the Claimant's his statutory notice of 2 weeks and if so what is the appropriate level of damages payable for that period?

Uplift for failure to follow the Acas code of practice

13. If redundancy is not the reason for the Claimants dismissal, did the Respondent breach some or all of paragraphs 2, 3, 4, 5, 7, 9, 10, 11 and 13 of the Acas Code of Practice. If so should the Claimant's compensatory award be increased and if so, by what percentage?

7. In the Claimant's witness statement (although not identified as an issue at any point in the hearing) is an assertion that his statement of terms and conditions was inadequate and that he should receive an additional 4 weeks' pay as a result.

8. It was specifically agreed at the outset of the hearing that there was no claim for constructive dismissal; that there was no argument by the Respondent that the Claimant had contributed to his dismissal or that compensation should be reduced because of any conduct on his part; that there could be no argument of associative disability discrimination under section 15 Equality Act 2010; and that there was no argument by the Respondent that any compensation should be reduced because of any failure by the Claimant to follow any aspect of the Acas Code of Practice.

9. It was specifically agreed after the lunch adjournment that gross weekly pay was £400 and net weekly pay was £340; that the payments made to the Claimant at or shortly after his dismissal had covered his wages up to the date of dismissal at SSP level; that one of the payments received at or shortly after termination covered the Claimant's outstanding accrued holiday entitlement; and that neither notice pay nor redundancy pay had been paid to the Claimant. It was clarified that any claim for arrears of pay was expressly limited to the last 7 days of the Claimant's employment and if successful would have to take into account that the Claimant had received pay at SSP level for that period.

Findings of Fact

10. The Claimant was employed by the first Respondent as a customer services technician from 30 January 2018 to 25 February 2020.

11. The first Respondent describes itself as a 'labour only sub contractor'. The second Respondent is the owner and managing director of the first Respondent limited

company. The Company is small and has only 3 workers (some of whom are described as 'self employed' – although it was agreed that the Claimant was an employee). The second Respondent was asked in evidence to give figures for the first Respondent's turnover and profit but he did not do so and therefore the tribunal was unable to take that into consideration when looking at the size and administrative resources of the first Respondent.

12. Throughout his employment, the Claimant with the first Respondent was engaged on a contract for Anglian Water operated through Kier Group. The Claimant's work primarily involved the replacement of water meters. The Claimant mainly worked in the Norwich area under a specific contract for that area. The first Respondent also provided labour in the Suffolk area under a different contract. The Claimant had worked on that Suffolk contract very occasionally. The first Respondent was only one of a number of small companies providing labour in this way. The Claimant worked in Anglian Water branded clothing using a van provided by the first Respondent but branded as being an Anglian Water van.

13. The tribunal accepted the evidence of the second Respondent that, although the first Respondent employed the Claimant, it was 'Anglian Water' (or rather Kier) who called the shots on a day to day basis as well as being able to tell the first Respondent that they no longer had any need or the same need for employees in general or a specific employee in particular.

14. The Claimant's supervisor was Mick Wood – who, although self employed, appears to have operated under the first Respondent's banner. The day to day work in the Suffolk region was carried out by Mark Davy – who was also said by the first Respondent to be self employed but whose regular work was very similar to that of the Claimant – changing old for new water meters. Mr Davy was regarded by the second Respondent as being a more flexible resource but the Respondents were also satisfied with the Claimant's work.

15. Robin Clare was the Kier employee with whom the Claimant was in regular contact.

16. The Claimant's terms and conditions of employment stated that his "basic daily rate is £80 per day". The terms and conditions document was silent as to the notice to be given by the employer (although it does say that the employee must give 4 weeks' notice) and therefore statutory minimum notice provisions apply. The Claimant had two complete years of service with the first Respondent and was therefore entitled to 2 weeks notice.

17. The Claimant was a satisfactory employee.

18. The Claimant's father was diagnosed with terminal cancer and sadly had died by the start of January 2020. Cancer is automatically a disability within the meaning of the Equality Act 2010. The Claimant's mother has a physical impairment. The Claimant has given details of this in his email to the tribunal on 26 October 2020. The tribunal accepted that C's parents were both disabled – and that the Respondents had knowledge of the Claimant's father's disability (cancer) from 4 December 2020 and that the Respondents had knowledge that his mother had had an operation from 4

December 2020. The tribunal did not find that the Respondents had sufficient knowledge to know that the Claimant's mother was disabled. The tribunal did not consider that the Respondents were under any duty to pry into the Claimant's family affairs by asking him any further questions about the nature of his mother's condition. The situation was different from that when an employee tells an employer a little but not everything about the employee's own state of health.

19. The Claimant communicated information about his father's cancer and his mother's recent operation in a text message to the second Respondent on 4 December 2019. The tribunal had sight of an exchange of text messages between them that ran from that date up to and after the date of dismissal on 25 February 2020. The original purpose of the communication was for the Claimant to inform the second Respondent that he would be unable to work for a period of time due to the difficulties that his parents were facing. The second Respondent's initial response was comforting and understanding. The Claimant updated the second Respondent on 10 December 2019 stating "I really don't know when I'll be back". The second Respondent replied on the same day ". . . do you think we should off hire your van until your back, will leave it totally up to you, take care."

20. The second Respondent clarified for the tribunal that 'off hiring' the van meant returning the van to the hire company after it had been 'de-stickered' – i.e. after the Anglian Water logos had been removed. The van used by the Claimant was costing the first Respondent money for no gain during this period.

21. The Claimant indicated on 16 December 2019 that he was "looking at returning to work tomorrow". The second Respondent replied that it would "be nice to have you back". In fact the Claimant got as far as the Respondents' yard on 17 December 2019 but couldn't go back to work. He informed the second Respondent that day stating ". . . if the van needs collecting I understand . . .". The Respondents did collect the van on 18 December 2019. The second Respondent's evidence was that it was 'de-stickered' and returned to the van hire company.

22. On 3 January 2020, the Claimant informed the second Respondent of his father's death. He asked "could you tell me if I'm still employed by yourself and any existing holiday will be payed and any sick pay arranged". The Claimant submitted a medical certificate signing him off between 17 December 2019 and 31 January 2020. This was subsequently extended to mid February 2020. The second Respondent replied appropriately and told the Claimant that "Holiday pay has been paid and sick pay has been activated."

23. The Claimant spoke to both Mick Wood and Robin Clare and was given the impression that there was no work for him to go back to.

24. On 17 February 2020, the Claimant texted the second Respondent "I have spoken to Mick Wood also robin Clare with regards to returning to work should have been today however have been told there is no work could you please inform mw if I am still employed or have finished? I trust if I have finished any notice or outstanding payments ie wages / holiday and monies also letter of end employment will be forwarded to myself". The Claimant chased the second Respondent for a reply on 19 February 2020. On 19 February the second Respondent texted to ask the Claimant

“Are you any good at plumbing and tiling . . . is [sic] so I might have something for you”. The Claimant replied that he was no good at plumbing or tiling. The Claimant chased in relation to sick pay and his employment status generally on 20 and 21 February 2020.

25. On 25 February the second Respondent sent the following text:

“Morning Micheal I have checked with the accountant and they hay confirm that you will receive 2 lots of pay today with you p45, I have spoken to Mick Wood your supervisor and he has confirmed that he has spoken to you, hopefully we can find some work for you in April on the AW contract.”

26. The Claimant received 2 payments at or shortly after the termination of his employment for £123.45 and £282.46. It is agreed that these represented SSP (not full pay) up to the date of termination and payment for accrued holiday entitlement.

27. SSP was paid at a rate of £94.25 gross and £64.85 net per week for the period up to dismissal.

28. In text messages to the second Respondent in March 2020, the Claimant chased for payslips and a breakdown of any pay due and a P45 and redundancy pay and notice pay and a letter confirming that his employment was at an end but he did not receive any of those things. The Respondents say that they sent him a P45. The Claimant says he did not receive it. The Claimant had effectively been discarded by the Respondents and the second Respondent in oral evidence volunteered that he hadn't realised that the Claimant had 2 years service and therefore the right to a redundancy payment. The tribunal could not help but notice that in the months since it became clear that the Claimant did have 2 years service, the Respondents have still not paid him a redundancy payment or indeed any notice pay. This was unimpressive.

29. During the last 7 days of the Claimant's employment, he was fit for work but not offered any work. The tribunal accepted the Respondents' evidence that there was no work to give him. However he was contractually entitled to be paid at a rate of £80 per day for that period.

30. It is agreed that the Claimant was dismissed on 25 February 2020.

31. There is no evidence before the tribunal that any thought was given to placing the Claimant in a pool with e.g. Mr Davy. Aside from the text about tiling and plumbing there is no evidence of any attempt to find additional work for the Claimant. The first Respondent's contract with Weir for Anglian Water in Suffolk continued and continues to this day.

32. There is no evidence before the tribunal that any process whatsoever was followed. The Claimant was not invited for a meeting – in person or by telephone. He was not 'consulted' in any way. He was given no right to appeal against the decision to dismiss.

33. It is unsurprising that the Claimant states that he was distressed by the Respondents' conduct.

34. On 23 August 2020, the second Respondent emailed the Tribunal in the following terms:

I can confirm that Micheal Hannant was offered alternative work on anther contract, he decided not to take it. It was Anglian water that told us they have no work for him at the moment so we had to let him go, we paid him his notice and all holiday pay that was owed to him, the only thing that I can see is that we may owe him redundancy pay of one week that I'm more than happy to do.

Michael Hannant is now working for Anglian water doing the same job.

35. That email is in part misleading. It is not accurate to say that the Claimant was offered alternative work, nor that the Claimant was paid his notice.

36. Happily the Claimant has been able to get alternative work and since 1 September 2020 he has been working directly with Kier on Anglian Water work.

37. By email dated 14 December 2020, clearly prepared for this hearing and in response to a request by the Respondents, Robin Clare of Kier emailed Mr Wood of the first Respondent stating as follows:

Hi Mick

I can only tell you what I remember as this was a year ago now.

I was looking after Michael Hannant { sub-contractor } while he was working for kier in the Norwich area.

Michael had to have some time off while his father was in the hospital mid to end of November time of 2019.

I remember that his father was not well at all the November / December of 2019 and in the December, he unfortunately lost his father and so I believe he also suffered another lose in his family at the same time.

In January of 2020 after his father's passing, Michael wasn't in a good place, so he didn't return to work in the January.

The plan was to have Michael back in the February of 2020, but I had a conversation with my area manager, and it was decided due to the very low work we had on our contract that we couldn't have Michael back.

I spoke to Mick Wood {Michael Hannant's boss} regarding Michael and explained the situation of the low work we had on the contract and that we will have to let Michael go and that he would not be returning to kier.

I meet with Michael {sub-contractor} in the Norwich depot at the beginning of February to explain the situation we were in and that he will no longer be working for Kier and that the company Michael was working for will hopefully find him somewhere to work.

38. No notice pay or redundancy pay was ever paid to the Claimant. The respondent does not dispute before this tribunal that the Claimant was entitled to both redundancy pay and notice pay.

39. The Respondents contend that the reason for dismissal was redundancy and that the dismissal was fair in all the circumstances and that any disabilities of the

Claimant's parents played no part in his dismissal and indeed that the Respondents were unaware that the Claimant's mother was or might be disabled. If the dismissal is found to be procedurally unfair, the Respondents say that the Claimant would inevitably have been dismissed in any event. The Claimant says the real reason for dismissal was that he had had caring responsibilities for his ailing parents – which amounted to a dismissal because of disability.

Relevant Law

Notice pay

40. The Claimant is entitled to statutory notice of 1 week's pay per year worked which is calculated with reference to 'a week's pay'. The formula for determining this is set out in sections 220–229 Employment Rights Act 1996. Broadly speaking, for employees who have 'normal working hours', the amount of a week's pay is the amount payable by the employer to an employee who works his or her normal working hours for a week. For employees who have no normal working hours, the 'average weekly remuneration' over a 12-week period is taken.

Unfair Dismissal

41. The relevant part of section 98 Employment Rights Act states:

- (1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—
 - (a) the reason (or, if more than one, the principal reason) for the dismissal, and
 - (b) that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.
- (2) A reason falls within this subsection if it—
 - ...
 - (c) is that the employee was redundant,
 - ...
- (4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer)—
 - (a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and
 - (b) shall be determined in accordance with equity and the substantial merits of the case

42. Redundancy is defined at section 139(1) Employment Rights Act 1996:

139 Redundancy

- (1) For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to—
 - (a) the fact that his employer has ceased or intends to cease—
 - (i) to carry on the business for the purposes of which the employee was employed by him, or
 - (ii) to carry on that business in the place where the employee was so employed, or
 - (b) the fact that the requirements of that business—
 - (i) for employees to carry out work of a particular kind, or
 - (ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish.

43. Entitlement to a redundancy payment begins when an employee has 2 years of qualifying service and the amount of the payment is calculated on the basis of a week's gross pay times the number of complete years of service times a multiplier which is dependant on age and which in the Claimant's case is 1.5.

44. Part I of the Employment Rights Act 1996 sets out the matters that are required to be included in the statement of employee terms and conditions that must be given to an employee within 2 months of the start of employment. Section 38(2) and (3) of the Employment Act 2002 states that:

- 3) If in the case of proceedings to which this section applies—
 - (a) the employment tribunal makes an award to the employee in respect of the claim to which the proceedings relate, and
 - (b) when the proceedings were begun the employer was in breach of his duty to the employee under section 1(1) or 4(1) of the Employment Rights Act 1996 [or under section 41B or 41C of that Act], the tribunal must, subject to subsection (5), increase the award by the minimum amount and may, if it considers it just and equitable in all the circumstances, increase the award by the higher amount instead.
- (4) In subsections (2) and (3)—
 - (a) references to the minimum amount are to an amount equal to two weeks' pay, and
 - (b) references to the higher amount are to an amount equal to four weeks' pay.
- (5) The duty under subsection (2) or (3) does not apply if there are exceptional circumstances which would make an award or increase under that subsection unjust or inequitable.

45. Section 13 of the Equality Act 2010 states:

- 13 Direct discrimination
 - (1) A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.

46. The person who is treated less favourably does not have to have the protected characteristic themselves. Disability is one of the protected characteristics under the legislation.

Conclusions

Notice pay

47. The Claimant had been employed for 2 complete years and was therefore entitled to 2 weeks of statutory notice. The Claimant's normal pay for a week was £400 gross. In calculating notice pay, there is no need in the Claimant's case to look at average weekly remuneration over a 12-week period as suggested by the Respondent. The Claimant was not given any notice, nor was he paid in lieu of notice. Therefore he is entitled to £800 gross for his notice period.

Dismissal – reason for dismissal

48. The Tribunal accepted Mr Hambling's evidence to the effect that this was precarious employment – and that for such a small employer, there was little that could be done if Kier / Anglian Water no longer wanted the services of one of the Respondent's employees.

49. The tribunal accepted that once Kier / Anglian Water had indicated that they no longer needed the Claimant, the requirements of the Respondent's business for employees to carry out work of a particular kind, had ceased or diminished. A genuine redundancy situation had arisen.

50. The tribunal was concerned that the Claimant's van was taken back to be off-hired and de-stickered as early as 18 December 2019 which might have pointed towards at least the Claimant's illness as a reason for dismissal – albeit perhaps not the disabilities of the Claimant's parents. However the tribunal accepted the evidence of Mr Hambling that his small business could not afford to have a vehicle idle and took into account that the Claimant had not resisted the removal of his van at that time.

51. The tribunal also considered whether Kier / Anglian Water may have taken the decision to pull work from the Respondent because they were concerned about the Claimant having been removed from the workplace because of his reaction to his parent's illness and then the bereavement and whether in that way it could be said that the Respondent's dismissal of the Claimant was because of disability. However the tribunal had to determine the issues on the basis of the evidence and argument before it and not its own speculation. There was no evidence that this was Kier / Anglian's motivation and the Claimant's argument was focused on the Respondent's failure to include its other worker or workers in a pool with the Claimant.

52. It follows that the reason for dismissal was redundancy which is a potentially fair reason for dismissal.

Dismissal – fairness

53. The dismissal was quite clearly procedurally unfair. Indeed there was no process. There was no consultation meeting or even conversation with the Claimant; no real search for alternative employment and no consideration given to whether the Claimant should have been kept on and the 'self employed' worker mainly working in Suffolk let go.

Dismissal – Polkey

54. It was clear to the tribunal from the evidence of Mr Hambling that the Respondent did not have much if any means of procuring alternative work at the relevant time and also that Mr Hambling valued Mr Davy more than the Claimant because Mr Davy was seen as being more flexible. The tribunal considered that if there had been a proper process and a proper search for alternative employment there was only a 25% chance that the Claimant would not have been dismissed in any event. His compensatory loss is therefore reduced to 25% of the full figure.

Dismissal – Compensation

55. The Claimant adequately mitigated his loss. Despite the pandemic, he was able to find alternative employment within 6 months. The tribunal were satisfied that his losses should not be further reduced on the grounds of failure to mitigate.

56. Six months of net loss at £340 per month comes to £2,040 net.

57. Adding £400 for loss of statutory rights to reflect the fact that the Claimant would need to work for a new employer for 2 years to regain the right to claim unfair dismissal and the right to a redundancy payment, the total compensatory award is £2,440.

58. 25% of that figure is £610.

Redundancy payment

59. The reason for dismissal is redundancy. It is accepted by the Respondent that the Claimant is entitled to a redundancy payment and that he was not paid such a payment. The redundancy payment is £1,200, being 2 x £400 x 1.5.

Discrimination

60. The reason for the dismissal was redundancy. It was not that either or both of the Claimant's parents were disabled. It could not have been because the Claimant's mother was disabled because the Respondent did not have actual or constructive knowledge of that disability. It was not because the Claimant's father had a disability. That claim fails and is dismissed.

61. It is only the discrimination claim that could be brought against the second Respondent. As that claim has failed, the claim against the second Respondent is dismissed.

Adequacy of terms and conditions

62. The Claimant did receive a statement of terms and conditions. The Claimant, who was represented, did not highlight any particular failure of that statement of terms and conditions during the hearing that was inadequate. The tribunal did not consider it to be a good example of such a statement but this was a very small employer and in combination with the offer letter (albeit that that was not permitted by the statutory requirement), it did state most of the things required by section 1 Employment Rights Act 1996. We did not feel that it was just and equitable to award 4 weeks pay but we are obliged to award 2 week's pay under section 38 Employment Act 2002, given that some of the information is contained in a separate document, the absence of a reference to the notice to be given by the employer, the absence of a place of work and the erroneous reference to 21 days holiday (in fact the statutory minimum of 28 days were actually allowed).

63. This amounts to £800.

ACAS Code

64. Given that this was found to be a redundancy dismissal, the ACAS Code of Practice does not apply and therefore there is no uplift.

Summary

65. The total amounts due to the Claimant from the first Respondent are summarised in the Judgment.

**Employment Judge Allen QC
Date: 23 December 2020**