



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No: 4105577/20

Held on 6 July 2021

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Employment Judge N M Hosie

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Mr J Watson

**Claimant
In Person**

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**Planet Aberdeen Ltd (in liquidation)
T/A Klasse Designs
per Alisdair J Findlay
Findlay James Insolvency Practitioners**

**Respondent
No appearance**

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Tribunal is that: -

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(1) the respondent shall pay to the claimant the sum of Four Thousand Eight Hundred and Forty-Two Pounds (£4,842) as a redundancy payment;

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(2) the claim under Regulation 30(1)(b) of the Working Time Regulations 1998 is well founded and the respondent shall pay to the claimant the sum of Five Hundred and Seventy-One Pounds and Twelve Pence (£571.12) as a payment in lieu of annual leave; and

- (3) the respondent shall pay to the claimant the sum of Three Thousand Four Hundred and Sixty-Two Pounds (£3,462) as damages for breach of contract (failure to give notice of termination of employment).

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REASONS

10 Introduction

1. The claimant, John Watson, brought various complaints against the respondent Company in respect of his employment with them as a Bathroom Sales Designer. After various procedures, the case called before me in Aberdeen on 6 July 2021 by way of a Final Hearing. The claimant appeared at the appointed time. However, the respondent Company had gone into liquidation on 30 March 2021 and there was no appearance by or on their behalf. I decided, in all the circumstances, and having regard to the “overriding objective” in the Rules of Procedure, to proceed with the Hearing. There was no requirement to obtain the consent of the Court to proceed as the liquidation was a “members voluntary liquidation”.

The Evidence

2. I heard evidence from the claimant, John Watson. He gave his evidence in a measured, consistent and convincing manner and presented as entirely credible and reliable. Prior to the Hearing, he had submitted a number of documentary productions (“P”).
3. I deal with each of his complaints in turn.

Redundancy Payment

4. On 24 July, Davey Gallon (Snr), a Director of the respondent Company, wrote to the claimant to advise him that the business was “closing down” (P10). Notwithstanding the terms of that letter, the respondent Company ceased trading on 1 August 2020. I am satisfied that was the effective date of termination of the claimant’s employment.
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5. I am satisfied that this was a genuine redundancy situation, in terms of s.139(1)(a)(i) of the Employment Rights Act 1996.
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6. I am also satisfied that the claimant is entitled to a redundancy payment. Indeed, he had been so advised by Mr Gallon (P13, for example), but no such payment was ever made to him.
7. When the claimant was dismissed, with effect from 1 August 2020, he had 6 complete years of continuous service and he was 52 years of age. His average week’s pay was in excess of the statutory maximum at the time of £538. Accordingly, he is entitled to a redundancy payment of **£4,842** (9 x £538).
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20 **Accrued Annual Leave**

8. At the time of the claimant’s dismissal, on 1 August 2020, he had 5.5 days annual leave outstanding, as advised by the respondent (P14). He earned, on average £103.84 per day (P14). Accordingly, he is entitled to a payment of **£571.12** (5.5 x £103.84) as a payment in lieu of annual leave.
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Notice

9. The claimant was dismissed summarily. Based on his 6 years’ continuous service, he was entitled to 6 weeks’ statutory notice. He received no such notice or a payment in lieu from the respondent. The respondent was in breach of contract in this regard. They are liable to pay damages to the claimant in respect of that breach.
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10. An award of damages, it is based on net pay. The claimant earned, on average, £2,500 net per month, which equates to £577 net per week. He is entitled, therefore, to an award of damages of **£3,462** (6 x £577).

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EJ N M Hosie

Employment Judge

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8th of July 2021

Dated

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9th of July 2021

Date sent to parties