



# EMPLOYMENT TRIBUNALS

**Claimant:** T Kerrigan  
**Respondent:** Chesters Bar Ltd  
**Heard at:** East London Hearing Centre  
**On:** 17 November 2022  
**Before:** Employment Judge Russell

**Representation**  
**Claimant:** In person  
**Respondent:** Did not attend

## JUDGMENT

1. The Claimant was dismissed by reason of redundancy. The Respondent must make a redundancy payment of £556.50 to the Claimant (7x1.5 @£53).
2. The Respondent must pay to the Claimant the sum of £221.80 in respect of annual leave accrued but untaken at the effective date of termination.

## REASONS

1. By a claim form presented to the Tribunal on 9 January 2022, the Claimant brings claims for a redundancy payment and for unpaid holiday outstanding when her employment ended. That claim form was properly served on the Respondent. No Response has been presented.
2. The Notice of Hearing was sent to the parties on 19 August 2022. It was sent by post to the Respondent at its registered Companies House address. I am satisfied that the Respondent was aware of this hearing and has not attended. There have been no messages from the Respondent indicating any difficulty attending and no applications for postponement. In the circumstances, I decided that it was in the interest of justice and the overriding objective to proceed in the Respondent's absence.

3. I heard evidence from the Claimant on affirmation and I considered the documents before me.
4. The Claimant was employed from the 1 March 2014 to the 4 March 2021 as a bar tender at the Thames Estuary Automobile Club, essentially a private members' club. The Respondent is the current legal entity running the Club and has only been in existence since November 2019. I am however satisfied on the evidence given by the Claimant today, that it was the same people and the same business throughout the period of her employment. I conclude that she retains sufficient continuity of service by reason of successive TUPE transfers.
5. The club, as with many other social establishments, was badly affected by the effects of the COVID-19 pandemic and the restrictions put in place throughout the country. In or around October 2021, the Claimant was informed by her manager and Ms Chelsea Highington that it was not viable for the Claimant to work at the Club anymore: due to the fall in business. As a result, the Claimant's employment for one day a week was terminated. I find that the reason for dismissal was redundancy - the Club was quiet and there was no need for the Claimant to be employed doing the work she had been.
6. The Claimant has not received any redundancy payment, nor has she received payment for accrued but outstanding holiday pay.
7. Having found that the Claimant was dismissed by reason of redundancy and that she has sufficient service to bring the claim, the Claimant is entitled to a redundancy payment. She is aged over 41 years, she has 7 years of continuous employment and a fact of 1.5 weeks per year, that gives a total of 10 and a half weeks, at £53 per week. The Claimant is entitled to a redundancy payment of **£556.50**.
8. Insofar as holiday pay is concerned, I accept as credible and reliable the Claimant's evidence that Ms Heighington, on behalf of the Respondent, admitted verbally in conversation that the Claimant was entitled to accrued and outstanding holiday pay of **£221.80**. I am satisfied that this is the correct amount due.
9. For those reasons the total amount which the Respondent shall pay to the Claimant is **£778.30**

**Employment Judge Russell**  
**Date: 28 November 2022**