



EMPLOYMENT TRIBUNALS

Claimant: Mrs J Starkie

Respondent: Shifrank Ltd (in creditors' voluntary liquidation)

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The complaint of breach of contract in relation to notice pay is well-founded. The respondent is ordered to pay the claimant the sum of **£2,700** as damages for breach of contract. This figure has been calculated using gross pay to reflect the possibility that the claimant will have to pay tax on it as Post Employment Notice Pay.
2. The unfair dismissal complaint is well-founded. The claimant was unfairly dismissed.
3. The respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the compensatory award payable to the claimant by 25% in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992.
4. The respondent shall pay the claimant the following sums in relation to the claim of unfair dismissal:
 - a. a basic award of **£6,750**.
 - b. A compensatory award of **£7312.50** (comprising £5850 for loss of earnings and a 25% ACAS uplift of £1462.50)
 - c. **£500** in respect of loss of statutory rights.
5. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended. The respondent shall pay the claimant **£360**. The claimant is responsible for paying any tax or National Insurance.

6. The total amount payable by the respondent to the claimant under this judgment is **£17,622.50**.
7. The claimant's claim of disability discrimination is unaffected by this judgment and remains listed for a preliminary hearing.

Employment Judge Eeley

Date: 31 December 2024

JUDGMENT SENT TO THE PARTIES ON

2 January 2025
AND ENTERED IN THE REGISTER

FOR THE TRIBUNAL OFFICE



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2401072/2024**

Name of case: **Mrs J Starkie** v **Shifrank Ltd (in
creditors' voluntary
liquidation)**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 2 January 2025

the calculation day in this case is: 3 January 2025

the stipulated rate of interest is: **8% per annum**.

Mr S Artingstall
For the Employment Tribunal Office

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:
www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.