



# THE EMPLOYMENT TRIBUNALS

**Claimant**  
**Mr S Ratchford**

**Respondent**  
**Cablecomm Training Ltd**

## JUDGMENT OF THE EMPLOYMENT TRIBUNAL

**HELD AT MIDDLESBROUGH**

**ON 6 February 2019**

**EMPLOYMENT JUDGE GARNON ( Sitting Alone )**

### ***Appearances***

**Claimant in person**

**Respondent Mr B Merrells Consultant**

### **JUDGMENT**

1 The name of the respondent is amended to that shown above

2.The claimant is entitled to a redundancy payment of £10922

3 The claims of wrongful dismissal (breach of contract), unlawful deduction of wages and compensation for untaken annual leave are withdrawn but will not be dismissed as the claimant intends to bring proceedings in the Courts and I am satisfied under Rule 52 of the Employment Tribunal Rules of Procedure 2013 ( the Rules) there would be legitimate reason for him to do so.

### **REASONS**

1. The claimant was a director but it is conceded also an employee whose continuous employment started on 14 March 2000 and ended when he was dismissed, without notice, but with the promise of payment in lieu , by reason of redundancy on 9 May 2018. He was born on 22 December 1969.

2.The claim was presented on 13 November 2018 and ticks the boxes on the claim form for a redundancy payment, notice pay, holiday pay, arrears of pay and “other payments”. All but the first were presented outside the time limit for doing so .

3. The claimant’s gross weekly pay was £1302 and his net was £687.23. He was entitled to a pension and a company car. The statutory cap on a week’s pay for calculating a redundancy payment was £508. Redundancy is defined in s 139 of the Employment Rights Act 1996 (the Act). If dismissal is for that reason the employee is entitled to a redundancy payment calculated by a formula in s162. Reckoning back from

the “ relevant date” which is the expiry of his statutory notice period ie 1 August 2018, he has 18 years continuous employment. For each year during the whole of which he was over 41 he receives 1.5 weeks pay and each year under 41, 1 weeks pay . He reached 41 on 22 December 2010 so he has 7 years over 41 and 11 under 41. His entitlement is 21.5 weeks pay = £10922 .

4. His notice pay assuming no mitigation would be  $12 \times \text{£}687.23 = \text{£}8246.76$  . He would also be entitled to pension contributions and loss of use of the company car. He says he has 15 days accrued but untaken annual leave , the respondent says he has none. The response agrees he was dismissed by reason of redundancy, says it lacks funds but intends to pay any outstanding sums when they are quantified and it is able to afford to pay .It says deductions will be made related to items retained since his employment ended and used during it. but it has not formally made an Employer’s Contract Claim

5.The claimant originally put no figures to his individual claims. He was asked to do so and by email of 22 January said he was owed deferred and reduced wages for the months January to May 2018 and loans made to the company by him as director have not been repaid.On 29 January the respondent disputed the amount of the directors loan and other elements .On 5 February 2019 the claimant replied.

6. At or shortly after dismissal he was paid £10414 which the respondent says was its calculation of his redundancy payment. The claimant argues he can treat that as reducing any of the debts he is owed. When I explained the time limit in the Tribunal and that his directors loan could not be considered here, he accepted he would be better to argue all his claims, other than the redundancy payment, in the Courts . If he is right that the sum he has received cannot be apportioned to the redundancy payment he may apply to the Secretary of State for payment . Both sides were content with the terms of this judgment .

**TM Garnon Employment Judge**

**Date signed 6 February 2019**



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2503407/2018**

Name of case(s): **Mr S Ratchford** v **Cablecomm Training Ltd**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: **13 February 2019**

"the calculation day" is: **14 February 2019**

"the stipulated rate of interest" is: **8%**

MISS K FEATHERSTONE  
For the Employment Tribunal Office

## INTEREST ON TRIBUNAL AWARDS

### GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at [www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.