



EMPLOYMENT TRIBUNALS

Claimant: Miss J Cekstere

Respondent: Bespoke Hotels

Heard at: Bristol (by telephone) **On:** 14 February 2022

Before: Employment Judge Livesey

Representation:

Claimant: In person

Respondent: Did not attend

JUDGMENT

1. The Respondent's name is amended to 'Bespoke Hotels (Plymouth) Limited (in Voluntary Liquidation)'.
2. The claim made by the Claimant for a protective award is well founded. The Respondent failed to comply with the requirements of section 188 of the Trade Union & Labour Relations (Consolidation) Act 1992.
3. The Respondent is ordered to pay to the Claimant remuneration for a protected period of 90 days from 2 February 2021.
4. The Claimant was unfairly dismissed but no further award is made in respect of the Claimant's claims for unfair dismissal, breach of contract relating to notice and/or a redundancy payment for the reasons set out below.

REASONS

1. The Claimant was employed by the Respondent and was amongst some 56 employees who were dismissed as redundant on 2 February 2021 whose place of work was at The Duke of Cornwall Hotel, Millbay Road, Plymouth PL1 3LG. The Respondent went into creditors voluntary liquidation on 12 February 2021. The Claimant's employment started on 13 April 2013 and she had been employed as a Housekeeper.

Failure to consult (s. 188 Trade Union and Labour Relations (Consolidation) Act 1992

2. The claims of Adams, Williams and Shilson (Nos. 1400982/2021, 1400991/2021 and 1401125/2021) were heard by Employment Judge Matthews on 10 February 2022. The Claimant's claim arose from the same factual matrix and she was entitled to the benefit of that Judgment for the reasons set out therein.

Notice and redundancy payment

3. The Claimant had received payments in respect of these claims from the Insolvency Service already.

Unfair dismissal

4. Although unfairly dismissed in the absence of any appropriate warning or consultation, as set out in the Judgment of Employment Judge Matthews of 10 February 2022, the Claimant's entitlement to a basic award was extinguished by the redundancy payment that she had received from the Insolvency Service. She had also received her notice pay and it was unlikely that a fair procedure would have extended beyond that period in any event given the Respondent's insolvency. Accordingly, no compensation beyond it was appropriate because a fair procedure was unlikely to have made any difference to the ultimate outcome (*Polkey-v-AE Dayton Services* [1988] ICR 142).

Employment Judge Livesey
Date: 14 February 2022

Judgment & reasons sent to parties: 17 February 2022

FOR THE TRIBUNAL OFFICE