EMPLOYMENT TRIBUNALS

Claimant: Ms Holden

Respondents:
1. Spice Valley Restaurants Limited
2. Spice Valley North West Limited
3. Spice Valley Horwich Limited
4. Spice Bolton Limited

HELD AT: Manchester **ON:** 2 February and 18 April 2017

BEFORE: Employment Judge Slater
Mrs P J Byrne
Ms V Worthington

REPRESENTATION:

Claimant: Mr R Ryan, Counsel
Respondent: Mrs G Kotecha

JUDGMENT

The unanimous judgment of the Tribunal is that:

1. No judgment can be made against the first respondent since this company has been dissolved.

2. The complaints against the second and third respondents are dismissed.

3. In respect of complaints against the fourth respondent:

   a. The complaint of automatic unfair dismissal in relation to a TUPE transfer is not well founded.

   b. The complaint of unfair dismissal relying on Section 98 of the Employment Rights Act 1996 is well founded. The fourth respondent is ordered to pay to the claimant a compensatory award for unfair dismissal of £720. The Recoupment Regulations do not apply to this award.

c. The claimant was entitled to be paid by the fourth respondent a statutory redundancy payment in the sum of £840.

d. The respondent was in breach of contract by dismissing the claimant without notice. No separate award of damages is made for breach of contract since compensation for the notice period has been awarded in a compensatory award for unfair dismissal.

e. The complaint of failure to inform and consult in relation to a TUPE transfer is well founded. The fourth respondent is ordered to pay to the claimant the sum of £780 as compensation in relation to this failure.

f. The fourth respondent made unlawful deductions from wages by failing to pay the claimant for the period 19th March to 18th May 2016 and is ordered to pay to the claimant the sum of £480 being the gross sum unlawfully deducted.

g. The fourth respondent made an unlawful deduction from wages by failing to pay the claimant for accrued but untaken holiday and is ordered to pay to the claimant the sum of £132.07 being the gross sum unlawfully deducted.

h. The fourth respondent is ordered to pay an additional amount of £240 representing four weeks pay pursuant to Section 38 of the Employment Act 2002 for failure to provide the claimant with the written statement of employment particulars.

4. The fourth respondent is ordered to pay costs to the claimant of £1,200 in respect of the Tribunal issue and hearing fees paid by the claimant.

REASONS

Claims and issues

1. The claimant claimed failure to inform and consult in relation to a TUPE transfer, automatic unfair dismissal under regulation 7 TUPE, “ordinary” unfair dismissal under section 98 Employment Rights Act 1996, breach of contract in relation to failure to give notice of termination, unlawful deduction from wages in respect of unpaid wages and holiday pay and a statutory redundancy payment. If successful in another claim, the claimant would seek an additional award of two or four weeks’ pay pursuant to section 38 Employment Act 2002 in respect of failure to provide a written statement of employment particulars.

2. The issues were discussed and agreed to be:

Failure to inform and consult

It was accepted that there was a TUPE transfer from the first respondent to the fourth respondent.

Does the tribunal have jurisdiction to consider the complaint, having regard to the relevant time limit?

If tribunal has jurisdiction, was there a failure by the relevant respondent to comply with a requirement of regulation 13 or regulation 14 TUPE?

Unfair dismissal – automatic and ordinary

Was the claimant dismissed (the claimant argued she was actually dismissed, she did not argue constructive dismissal in the alternative).

If so, when?

Does the tribunal have jurisdiction to consider the complaint having regard to the relevant time limit?

If tribunal has jurisdiction:

Automatic unfair dismissal – regulation 7 TUPE

Was the sole or principal reason for the dismissal the transfer?

Ordinary unfair dismissal

Has the respondent shown a potentially fair reason for dismissal?

If so, did the respondent act reasonably or unreasonably in dismissing for that reason in all the circumstances?

Breach of contract (notice)

Was the claimant dismissed and, if so, when?

Does the tribunal have jurisdiction to consider the complaint having regard to the relevant time limit?

Unlawful deduction from wages

Does the tribunal have jurisdiction to consider the complaint having regard to the relevant time limit?

Was the claimant entitled to wages and/or pay in lieu of accrued but untaken holiday which has not been paid?

Redundancy payment

Was the claimant dismissed? If so, when?

Who was the claimant's employer when dismissed?

Was the claimant dismissed by reason of redundancy (presumption that dismissal is by reason of redundancy – s.163(2) ERA).

Facts

3. The claimant began working for the first respondent as a cleaner at Spice Valley Restaurant, Valley Leisure Park, Bolton on 28 September 2003. The General Manager of the restaurant was Sanjeev Muttra. Geeta Kotecha was a director of the first respondent and is a director of the fourth respondent. Her husband is Subhash Kotecha.

4. The claimant made a clear complaint in her claim form about a failure to provide a written statement of employment particulars. However the respondent makes no mention of having provided a statement of employment particulars in its response form or in the counter schedule of loss and does not address this complaint in the respondent's witness statements. The first mention from the respondents of having provided written particulars of employment came in oral evidence. The respondent claimed in oral evidence that a written contract had been provided but this was in the safe at the Valley Leisure Park restaurant and they were unable to retrieve this and other papers when the premises were repossessed by the landlord. However, the respondent did not disclose during the disclosure procedure a generic contract even if the individual contract was no longer available. We consider that, if a statement had been provided, this would have been mentioned in the response form, counter schedule of loss and witness statements. We find, on a balance of probabilities, that no statement was provided

5. On 1st October 2015, the first respondent went into administration. The parties now agree that there was a transfer of the business to Spice Bolton Limited around that time to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applied. In the absence of a recognised trade union, TUPE information and consultation provisions would have required the election of employee representatives. We have no evidence that any steps were taken to elect representatives. No documents have been produced in support of there having been any steps taken towards compliance with the information and consultation provisions in TUPE and there has been no explanation in the respondent's witness statements about this. The highest the respondent's evidence has got in relation to this is a mention in oral evidence that they asked employees to sign a document relating to the change of employer on the transfer. However, we did not hear much about the contents of this document. The respondents say they have not been able to recover this document which was stored at the premises of the restaurant after the landlord retook the premises. We find, on the balance of probability, that no steps were taken to comply with the information or consultation provisions of TUPE.

6. We also find, on a balance of probability, that the claimant was not informed of a change in the identity of her employer. Mrs Kotecha's oral evidence on this point, although this was not in her witness statement, was that Mr Muttra informed staff about this. Mr Muttra when giving evidence was unable to recall if he got the claimant to sign anything. The fact that the claimant did not name the fourth respondent in her claim form, when she named three other companies she had heard of and thought might be potential respondents, suggests to us that she was not aware that she had become employed by the fourth respondent.

7. The respondent has produced pay slips bearing the name of Spice Bolton Limited from 5th November 2015 onwards. We accept that the claimant never saw these. It was the practice that the claimant would collect pay slips from the premises from time to time. We accept the claimant's evidence that she did not collect any from October 2015 and from February 2016 she had no access to the premises. This is consistent with the claimant having not named the fourth respondent as a respondent in her original claim form. We accept, therefore, that the claimant was unaware that her employment had transferred to Spice Bolton Limited. We accept the claimant's evidence that she did not know about the fourth respondent until the response was presented on behalf of the other respondents.

8. We find that the claimant was not provided with an updated statement of employment particulars giving her new employer. If she had been, she would have named the fourth respondent as a respondent to her claim. We would also have expected the respondent to provide their evidence as to the provision of an updated statement of employment particulars in their witness statements and give detail of this in their response to the tribunal; they did not.

9. On 11th February 2016 the landlord of the restaurant premises re-entered the premises. The claimant did not see the notice about this at the time. However, she arrived at work early on 12th February 2016 to find that the locks had been changed. She said that she saw a notice about a gas leak. Still early that morning, she had a telephone call from Geeta and Subhash Kotecha. They told her that the restaurant was no longer trading and that another restaurant was being opened at Noble House in Bolton and that they would contact her in a few weeks time.

10. An article appeared in the Bolton News on that same day about the Spice Valley restaurant closing and re-opening at Noble House.

11. The claimant also exchanged texts with her manager, Mr Muttra, the same day. Mr Muttra assured the claimant in a text that she would still be paid.

12. On 8th March 2016, the claimant had expected to be paid. When she was not, she sent a text to Mr Muttra about not having been paid. She was then paid one day late on 9th March for the month of February.

13. The parties have agreed in the claimant's schedule of loss and counter schedule of loss that the claimant was paid up until 18th March 2016, although it is unclear to us from the evidence when the payment was made for the period 1-18 March 2016.

14. On 13th April 2016, the claimant sent a text to Mr Muttra saying she had not been paid and asking what was happening. She received a text by reply from Mr Muttra saying that the restaurant was opening soon and to speak to Subhash about the money. The claimant then sent a text to Subhash. Subhash replied to her on 15th April. He wrote "Hi Alison the company that was trading has closed now, will contact you once we have established elsewhere thanks". Subhash Kotecha did not give evidence, although he was observing at the tribunal hearing. It is Mrs Kotecha's evidence that the wording of her husband's text was an error and that her husband is not familiar with texts. The claimant gave evidence, which we accept, that this text caused her to think that she would no longer have a job. She, therefore, went to the CAB for advice who then suggested she speak to ACAS for advice. The advice of ACAS was to put everything in writing so, thereafter, the claimant tried to do this rather than having telephone conversations.

15. On 19th April 2016, the fourth respondent sent out an invitation to an opening night to various contacts. They did not tell the claimant about the opening of the restaurant. The restaurant re-opened at its new location on 24 April 2016. If the respondent did seek to contact the claimant by telephone prior to the re-opening of the restaurant as they claim, they never left any messages for the claimant. They did not send her any texts, emails or letters about the re-opening and to say when she could resume her duties at the new restaurant premises.

16. The claimant did not learn of the opening of the restaurant until around 26th April, when a friend who had seen mention of this in a newspaper informed her about it. The claimant gave evidence which we accept, that she concluded that she was being made redundant as she had not heard from the respondent despite the restaurant having re-opened. She, therefore, wrote to Subash Kotecha on 30th April 2016, seeking clarification of her employment status. She wrote that it had now been brought to her attention that they had opened at the new premises but no-one had been in touch with her to tell her of her start date. She wrote "If it is that I am still classed as being employed with you, then I was entitled to be paid my full wage for April and any subsequent time where I am waiting to be re-located, however, as implied in your last communication with me, the company has closed, then I should have received at least three months notice of redundancy and a redundancy package should have been offered. I would appreciate this now being put in place, I would also appreciate a swift response to my request for this information".

17. Subhash Kotecha tried to telephone the claimant, but did not leave a message and then sent her a text on 11 May, asking her to ring to arrange a meeting regarding work.

18. The claimant wrote again to Subhash Kotecha on 13 May 2016. She wrote that she was aware of a recent attempt to contact her by phone and text but she would appreciate any contact regarding her redundancy from the company that ceased trading in February to be in writing. This request was in accordance with the advice she had received from ACAS to get everything in writing. The claimant wrote:

> "In the event that you are considering offering me a new position of employment in your new company, I am sure you can appreciate that not

> being an option for me, having been treated unfairly regarding the closer [sic] of the company that I worked for, for 13 years and which has subsequently left me financially unstable. I would now appreciate my redundancy being dealt with as soon as possible, and would kindly ask if you could respond to my request in writing no later than the 27th May 2016."

19. In response to her letter, the claimant received a letter on 18 May 2016 from Geeta Kotecha. Mrs Kotecha wrote:

> "We are in receipt of correspondence from you. We have passed the matter to our accountants to work out your redundancy pay.
>
> We hope to hear from them in the next few days. Upon receipt of the figures, we shall contact you. We will be in touch with you by 5th June 2016".

20. The claimant wrote a further letter to Subhash on 6th June 2016. She set out the amounts that she considered she was owed, she asked that her request for payment be implemented no later than 20th June and said that, if she did not receive communication from him by that date, she would then file the relevant paperwork to take the matter further.

21. On 8th June 2016, Mrs Kotecha sent a text to the claimant asking for the claimant's bank account details to enable them to make payment. The claimant asked by text for a breakdown of the proposed redundancy payment. On 14th June 2016, by text, Mrs Kotecha asked the claimant to give them until the end of the month to give the details. The claimant sent a further text on 1st July chasing a breakdown of the payments. Mrs Kotecha replied the same day, saying they would send something by Wednesday. On 4th July, Mrs Kotecha texted the claimant asking for her account details, the claimant asked for a calculation and Mrs Kotecha said it would be emailed. In a text on 7th July, Mrs Kotecha said the figure would be approximately £1,500. The claimant replied the same day, saying that the figure did not match her calculations and asked for a breakdown. Further texts ensued. It appears there was an email on 16th July from the respondent. This has not been shown to us but it was referred to in other documents as including figures. The claimant then emailed a detailed breakdown herself.

22. The final texts between Mrs Kotecha and the claimant took place on 26th July. The claimant was not agreeing with Mrs Kotecha's figures. Mrs Kotecha said she would reply by Friday but there was no further correspondence.

23. The claimant then contacted ACAS under the early conciliation procedure, relating to a potential claim against the first respondent on 11th August; the certificate was issued on 11th September. The claimant contacted ACAS again on 28th September in relation to the second and third respondents and a certificate was issued on 28th September. The claimant presented her claim on 10th October 2016.

24. The response to the claim from the first, second and third respondents named the fourth respondent as the claimant's employer. The fourth respondent was added as a respondent on 5th December 2016 following a proposal from the Tribunal.

25. The claimant, as well as her work for the respondent, worked in a shoe shop. She had been working 16 hours per week in the shop from the autumn of 2015. When she stopped getting paid by the respondent, she asked the shop if they could give her extra hours and she was given extra hours to work. The claimant's evidence was that she probably would have done some of these extra hours but not all of these extra hours if she had not been dismissed. The claimant said in her schedule of loss that she had no ongoing financial loss from 10th August 2016, the end of what she stated would have been her notice period, stating that she had fully mitigated her loss.

The Law

26. The law which we have to apply in relation to the complaint of ordinary unfair dismissal is contained in the Employment Rights Act 1996. This requires that the respondent show a potentially fair reason for dismissal. If such a reason is shown, it is then for the Tribunal to decide whether the respondent acted reasonably or unreasonably in dismissing for that reason in all the circumstances.

27. The law in relation to the automatic unfair dismissal claim and failure to inform and consult claims is contained in the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). A dismissal will be automatically unfair if the sole or principal reason for the dismissal is the transfer. The regulations set out the obligations of the transferor and transferee where there is to be a transfer of an undertaking. Where there is no recognised trade union and no other elected representatives who may serve that process, then the transferor is required to make arrangements for the election of employee representatives. If they fail to do so then any of the affected employees has standing to bring a complaint in the Employment Tribunal about the failure to comply with the obligations. Awards in respect of failure to inform and consult will normally be made against the transferor and transferee on a joint and several basis.

28. The provisions in relation to statutory redundancy payments are set out in the Employment Rights Act 1996. If an employee is dismissed, there is a presumption that the dismissal is by reason of redundancy for the purposes of entitlement to a statutory redundancy payment. The calculation of a redundancy payment is according to a statutory formula set out in that Act, based on age, length of service and weekly pay.

29. The Employment Rights Act 1996 makes it unlawful to make deductions from wages except in certain circumstances which include where there is a right to make such deductions in the contract of employment. There is an entitlement to be paid in lieu of accrued but untaken holiday pay under the Working Time Regulations. Failure to make such payment will be an unlawful deduction from wages.

30. An employee is entitled to notice of termination unless the employee is in serious breach of contract, entitling the employer to dismiss without notice. The Employment Rights Act 1996 provides for minimum periods of notice; this is one week for each completed week of service up to a maximum of twelve weeks notice.

31. Compensation for unfair dismissal consists of a basic award calculated in the same way as a statutory redundancy payment and a compensatory award. If the employee is entitled to a redundancy payment, they may not also be awarded a basic award. The compensatory award is such amount as is just and equitable, having regard to the loss sustained by the complainant in consequence of the dismissal in so far as that loss is attributable to action taken by the employer.

32. There are time limit provisions which apply to the various complaints. The normal time limit, other than in relation to the redundancy payment claim, is three months but this will be extended to take account of time spent in early conciliation, provided notification to ACAS is made within the normal time limit.

33. Employers have an obligation to provide written particulars of employment. If a claimant is successful in another complaint and the Tribunal finds that the employer has failed to provide the required written particulars of employment, then the Tribunal may make an additional award of two or four weeks' pay.

Conclusions

34. It does not appear to us that there is any liability against the second or third respondent for any claim. The claimant's employer as at the effective date of termination was the fourth respondent, although she was unaware of this at the time. The claims brought by the claimant can only be brought against her employer. We, therefore, dismiss the second and third respondents from the proceedings. The first respondent no longer exists as a legal entity, having been dissolved, so no judgment could be made against that company. References in the remainder of these reasons to "the respondent" are to the fourth respondent.

35. For many of the complaints, it was important for us to determine whether the claimant was dismissed and if so, when and how. We have found that, after the 12th February 2016, the respondent and the claimant were still acting on the basis that the claimant was employed. Therefore, we conclude that the closing of the premises and acts around that day did not cause the termination of the claimant's employment. We have considered whether the text sent by Subhash Kotecha on 15th April 2016 amounted to dismissal of the claimant and have concluded that it did not on its own. We conclude that Subhash Kotecha was acting as agent for the respondent. However, we conclude that the text cannot be interpreted as a clear dismissal, although it caused confusion to the claimant as to her employment status. This confusion led to the claimant taking advice and seeking to clarify in correspondence with the respondent on 26 April 2016 her employment status. There was no response from the respondent other than to ask her to call. She sent a further letter and got a response about working out her redundancy payment. This is the letter received on 18th May. This letter received on 18th May was the first clear indication to the claimant from the respondent that the claimant was being made redundant. In the context, having regard to the previous correspondence, we find this letter from Mrs Kotecha to constitute a termination of the claimant's employment with effect from the time that the claimant received this letter i.e. 18th May. We note that the respondent in its counter Schedule of Loss has acted consistently with the effective date of termination being 18th May in agreeing that the claimant was entitled to be paid until that date.

36. In relation to the complaints of unfair dismissal, we considered first of all whether we had jurisdiction to consider the complaints. We have concluded that the effective date of termination was 18th May 2016. Having regard to when the claimant notified ACAS of her claim against the first respondent, the claim against the first respondent was brought in time. The fourth respondent was added to the list of respondents during the course of proceedings and early conciliation was not required to be gone through since the respondent was added by these means. The complaint against the fourth respondent is treated as presented when the claim against the first respondent was presented. There is, therefore, jurisdiction for the claimant to pursue her complaint against the fourth respondent.

37. In relation to the complaint of automatic unfair dismissal, we find no evidence that the sole or principal reason for the dismissal was the TUPE transfer. We conclude, therefore, that this complaint is not well founded.

38. In relation to the complaint of ordinary unfair dismissal i.e. the complaint under Section 98 of the Employment Rights Act 1996, we considered first whether the respondent has shown a potentially fair reason for dismissal. The respondent in these proceedings has disputed that they dismissed the claimant. We have found that the claimant was dismissed. In these circumstances, we conclude that the respondent has not shown a potentially fair reason for dismissal. The respondent has not proved a set of facts known to them or beliefs held by them which caused them to dismiss the claimant which amount to a potentially fair reason. The dismissal is, therefore, unfair. However, had we found on the facts that the respondent had shown a potentially fair reason of redundancy, because the premises at which the claimant was employed had closed or because, even if they could require her to work elsewhere, the business had no longer needed to employ a cleaner, having employed the waiters to do the cleaning after the claimant left, we would have concluded that the respondent did not act reasonably in dismissing the claimant for the reason of redundancy. The respondent went through no procedure which could be regarded as being within the band of a reasonable procedure before dismissing the claimant. Even if the respondent had shown a potentially fair reason for dismissal, we would have found the dismissal to be unfair.

39. In relation to the complaint of breach of contract and failing to give notice, we have concluded, for reasons already given, that the claimant was dismissed. The claimant was entitled to twelve weeks notice, being the statutory minimum for someone with her years of service. The respondent did not give her this notice. The respondent was, therefore, in breach of contract by dismissing her without this notice.

40. In relation to the complaints of unlawful deduction from wages, it is agreed that the claimant was not paid for the period 16th March to 18th May. We have found that the claimant was employed until 18 May and was, therefore, entitled to pay until that date. The respondent has agreed that the amounts given by the claimant for wages due and accrued but untaken holiday are correct. The claimant is entitled to be paid an amount of £480 in respect of unlawful deduction from wages for failure to pay wages in the period 19th March to 18th May and a payment of £132.07 in respect of accrued but untaken holiday.

41. In relation to the complaint about not having been paid a statutory redundancy payment, for reasons already given, we have concluded that the claimant was dismissed. The complaint was presented in time. For the purposes of entitlement to a redundancy payment, there is a statutory presumption that the reason an employee was dismissed was redundancy. The respondent has not dislodged that presumption. We, therefore, conclude that the claimant was entitled to be paid a statutory redundancy payment by the fourth respondent. This is calculated in accordance to the statutory formula, taking into account the claimant's weekly pay of £60, her age, which at the effective date of termination was 45, and her twelve completed years of service. The total amount to be paid, calculated according to that formula, is £840.

42. In relation to the complaint of failure to inform and consult under the Transfer of Undertakings (Protection of Employment) Regulations 2006, we considered first the matter of jurisdiction. The complaint was put in more than three months after the transfer, which now appears to have taken place some time around early October 2015. At the time that the claimant presented her claim, she did include a complaint of failure to inform and consult on the TUPE transfer but she thought that there had been a transfer around 12th February 2016, possibly to the second or the third respondent. She first learned of the transfer to the fourth respondent from the respondent's response to the claim form. We conclude it was not reasonably practicable to present the claim in time since the claimant was unaware of the existence of the fourth respondent and that her employment had transferred to the fourth respondent until after the expiry of the time limit. We conclude that the claimant presented her complaint within a reasonable time after the normal time limit and the Tribunal, therefore, had jurisdiction to consider the complaint.

43. On the facts we have found, we conclude that there was a complete failure to inform and consult as required by the TUPE regulations. This complaint is, therefore well founded. But for the dissolution of the first respondent, the liability would fall jointly and severally on the first and the fourth respondents. However, since the first respondent has been dissolved, liability falls solely on the fourth respondent.

44. Turning to matters of remedy not already dealt with, in relation to the complaint of unfair dismissal, we do not award any separate basic award for unfair dismissal because we have awarded a statutory redundancy payment and a claimant does not get both. We have decided to award compensation for the notice period within the compensatory award for unfair dismissal. The claimant was able to mitigate her loss to some extent during the notice period. However, in accordance with the principles in *Norton Tool Co Ltd v Tewson [1972] ICR 501 NIRC,* compensation for the full amount of the notice period should be awarded regardless of any earnings that have been able to be earned by the claimant within that notice period. Beyond the notice period, we consider that the claimant has, as admitted in her statement of loss, fully mitigated her loss and, therefore, we award no compensation in respect of the period from 10th August 2016 onwards. The claimant should receive an award of £720 for the notice period.

45. It is customary to award an amount for loss of statutory rights as part of the compensatory award for unfair dismissal. That is in recognition that it will take a

further two years for a claimant to acquire the statutory rights that she had with the respondent. Having regard to the level of the claimant's pay with the respondent, we consider an appropriate amount for loss of statutory rights in this case would be £120. We award that, in addition to the compensatory award consisting of the pay for the notice period of £720, which makes the compensatory award altogether £840.

46. We considered whether there should be any uplift to the compensatory award under the provisions for failure to comply with ACAS code of practice but we were not satisfied that there was an applicable code of practice in this case. The code of practice which normally leads to an uplift, if not complied with, is the ACAS code of practice on discipline and grievance. There is no suggestion in this case that there was any disciplinary or grievance matter engaged and, therefore, we do not consider that we have power to award an uplift for failure to comply with an ACAS code in this case and do not do so.

47. In relation to the complaint of failure to inform and consult under TUPE, the starting point under the statutory provisions is 13 weeks pay. This is a type of award which is to mark the seriousness of the failure on the part of the employer. We have had no explanation as to why the respondent did not comply with the information and consultation provisions and there appears to be a complete failure to have done so. In those circumstances, we consider it appropriate to award compensation for the maximum amount of thirteen weeks pay which is £780.

48. For reasons we have given, we have concluded that the respondent did not provide the claimant with a statement of written employment particulars. It appears to us that there was a complete breach in this respect. The respondent should have been aware of its obligations; the directors had been directors of companies employing employees over a substantial period of time. We consider it appropriate in the circumstances to award an additional four weeks' pay for failure to comply with those provisions i.e. £240.

49. The claimant has paid the full cost of the Tribunal issue and hearing fees, together amounting to £1,200. We consider it appropriate since the claimant has succeeded on the vast majority of her complaints that the respondent should be ordered to pay costs equivalent to the Tribunal issue and hearing fees. We, therefore, order the respondent to pay costs to the claimant of £1,200 in respect of these fees.

Employment Judge Slater

Date: 3 May 2017

JUDGMENT AND REASONS SENT TO THE PARTIES ON

9 May 2017

FOR THE TRIBUNAL OFFICE

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): 2404112/2016

Name of case(s): Miss A Holden v Spice Valley Restaurants Ltd & Others

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: 09 May 2017

"the calculation day" is: **10 May 2017**

"the stipulated rate of interest" is: 8%

MISS K MCDONAGH
For the Employment Tribunal Office