



EMPLOYMENT TRIBUNALS

Claimant: Mr R Bone
Respondent: Danbro Employment Umbrella Limited
Heard at: East London Hearing Centre
On: 8 March 2021
Before: Employment Judge Burgher

Appearances

For the Claimant: Mr P Mennon (Solicitor)
For the Respondent: Mr J Burrows (Director)

This has been a remote hearing which has not been objected to by the parties. The form of remote hearing was A by telephone conference call. A face to face hearing was not held because the relevant matters could be determined in a remote hearing.

JUDGMENT

1 The Claimant commenced employment with the Respondent, an umbrella payroll company, on 13 February 2012. The Claimant was continuously assigned to work at Ford until Ford terminated this assignment on 31 July 2020. The Claimant was not provided any further assignments by the Respondent since that date. The Claimant subsequently resigned on 22 October 2020 and his resignation took effect on 29 October 2020.

2 The Claimant was guaranteed a minimum of 336 hours pay per year at national minimum wage under his contract. However, he invariably worked 37.5 hours each week whilst on assignment at Ford. Therefore the Claimant would have eclipsed the minimum payment guarantee after 9 weeks work.

3 For the purposes of section 147(1) of the Employment Rights Act 1996 (ERA) the Claimant was employed under a contract where the remuneration depends on him being provided with work by the employer and he is not entitled to remuneration in respect of a week because the employer does not provide him with work.

4 For the purposes of section 147(2) ERA the facts are such that the minimum payment guarantee of 336 hours per annum would be less than half a weeks pay for the Claimant.

5 For the purposes of section 148 ERA the Claimant was laid off by the Respondent because he was not provided with work for a period of more than 4 consecutive weeks before the Claimant served his notice or for a series of more than 6 weeks within a 13 week period.

6 The Claimant served his written notice of eligibility for redundancy on 14 October 2020 (Section 148(1)(a) ERA).

7 Whilst the Respondent responded by email dated 19 October 2020, this did not amount to a counter notice contesting the Claimant's reasons for claiming a redundancy payment (Section 149 ERA). Further, the Respondent did not indicate that there was a likelihood of full employment (Section 152 ERA).

8 For the purposes of section 150 ERA the Claimant resigned his employment by giving contractual notice on 22 October 2020. His employment came to an end on 29 October 2020.

9 The Claimant is therefore entitled to a redundancy payment in respect of his employment with the Respondent pursuant to section 135(1)(b) ERA.

10 The Respondent is ordered to pay the Claimant a redundancy payment amounting to £6,456.00 (£538 x 8 x 1.5).

Employment Judge Burgher
Date: 9 March 2021