



EMPLOYMENT TRIBUNALS

Claimant: Ms H Y Wigley

Respondent: Texplan Manufacturing Limited (in Administration)

CONSENT JUDGMENT

The terms of the judgment by consent are as follows

1. Ms H Y Wigley (the “**claimant**”) was employed by the respondent.
2. Robert Nicholas Lewis and Zelf Hussain were appointed as joint administrators of the Respondent on 23 March 2020 and Rachael Maria Wilkinson was appointed as a joint administrator of the Respondent on 17 April 2020. On 3 July 2020, Anthony John Wright and Paul Allen of FRP Advisory were appointed as additional administrators of the Respondent.
3. On 31 March 2020, the claimant was dismissed by the Respondent by reason of redundancy.
4. The claimant has raised a complaint pursuant to section 189 of The Trade Union and Labour Relations (Consolidation) Act 1992 (“**the Act**”) and is seeking a protective award in respect of failure to consult in accordance with s.188A of the Act.
5. The claimant listed in the schedule to this judgment was assigned to an establishment where 20 or more redundancies were proposed by her employer within a period of 90 days. The Respondent did not fully inform and consult with the Claimant in accordance with the provisions of s.188A of the Act.
6. The Tribunal makes a protective award in favour of the Claimant listed in the Schedule to this Judgment for a protected period of 56 days beginning on 31 March 2020 (being the date on which the Claimant was dismissed due to redundancy) capped at the amount payable by the Redundancy Payments Service (“**RPS**”)
7. The parties agree that the above amounts are payable by the RPS. To the extent that any amounts are not payable by the RPS (in accordance with its own regulations and limits), they will rank as ordinary unsecured claims in the administration.
8. There is no order requiring any party to pay or reimburse another party’s costs or fees. Each party shall bear their own costs and fees.

9. For the avoidance of doubt, this Consent Judgment applies to the claimant only and it is agreed that the claimant's claim is extinguished in its entirety by this Consent Judgment.

RECOUPMENT NOTICE

The following statement is given under Regulation 5 (2) (b) of the Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996 ("the Regulations") (as amended) and advises the respondent of its duties under regulation 6, and of the effect of Regulations 7 and 8, of the Regulations.

For the avoidance of doubt, this recoupment notice does not apply to the Secretary of State for Business, Energy and Industrial Strategy.

(1) The respondents are required to give to the Benefits Agency in writing: (a) the name, address and National Insurance number of every employee to whom the above protective award relates; and (b) the date of termination (or proposed termination) of the employment of each such employee.

(2) The respondents are required to comply with paragraph (1) above within the period of 10 days commencing on the date on which the judgment was announced at the hearing, or, if it was not so announced, the date on which the judgment was sent to the parties.

(3) No remuneration due to an employee under the protective award shall be paid to such employee until the Benefits Agency has (a) served on the respondents a notice (a **2recoupment notice**) to pay the whole or part of the award to the Benefits Agency or (b) informed the respondents in writing that no recoupment notice is to be served.

(4) The sum due to the Benefits Agency under a recoupment notice shall be the lesser of: (i) the amount (less any tax or social security contributions which fall to be deducted by the respondent) accrued due to the employee in respect of so much of the protected period as falls before the date on which the Benefits Agency receives from the respondent the information mentioned at paragraph (1) above; and (ii) the amount paid by way of, or as on account of, Job Seeker's Allowance, Income-Related Support Allowance, Universal Credit or Income Support, to the employee for any period which coincides with any part of the protected period falling before the date mentioned at (i) above.

(5) The sum due under the recoupment notice shall be paid forthwith to the Benefits Agency. The balance of the protective award shall then (subject to deduction of any tax or social security contributions) be paid to the employee.

(6) The Benefits Agency shall serve a recoupment notice within the period of 21 days after the date mentioned at paragraph 4 (ii) above, or as soon as practicable thereafter.

(7) Payment by the respondents to the employee of the balance of the protective award (subject to deduction of any tax or social security contributions) is a complete discharge of the respondent in respect of any sum so paid.

(8) The sum claimed in a recoupment notice is due as a debt by the respondent to the Benefits Agency, whatever may have been paid to the employee and whether or not there is any dispute between the employee and the Benefits Agency as to the amount specified in the recoupment notice.

NOTES

Useful information

1. All judgments and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.
2. You can appeal to the Employment Appeal Tribunal if you think a legal mistake was made in an Employment Tribunal decision. There is more information here: <https://www.gov.uk/appeal-employment-appeal-tribunal>

Employment Judge Deeley

Date: 27 April 2021