

States of Guernsey



EMPLOYMENT & DISCRIMINATION TRIBUNAL

APPLICANT: Mr Darrell Tippet
Represented by: Mr Tippet represented himself

RESPONDENT: **Stewart Asset Management (Guernsey) Limited**
Represented by: Ms Jacqueline Fowler (Not in attendance at Hearing)

Witnesses: **Called by the Applicant**
Mr Sam Atkinson

Decision of the Tribunal Hearing held on 29 November 2012

Tribunal Members: Mr Peter Woodward (Chairman)
Mrs Paula Brierley
Mr George Jennings

DECISION

Having considered all the evidence presented and the representations of both parties and having due regard to all the circumstances, the Tribunal found that, under the provisions of The Employment Protection (Guernsey) Law, 1998 as amended, the Applicant was unfairly dismissed.

In accordance with Section 22(2)(b) of The Employment Protection (Guernsey) Law 1998, as amended, the Tribunal orders that the Respondent shall pay to the Applicant an award of **£19,297.96**. This being the equivalent of six month's base pay plus commissions and in total considered by the Tribunal to be a just and equitable award for that period of employment.

The Tribunal has given consideration to section 23(2) of the law and does not consider there is any reason or circumstance to reduce this award.

The Tribunal finds the Respondent in breach of Section 2(1) of the Law which entitles the employee to be provided by his employer, on request, within seven days of that request, with a written statement giving particulars of the reasons for his dismissal. The Tribunal orders an award of half a month's pay, a sum of **£1608.16**.

Mr Peter Woodward

21 December 2012

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Signature of the Chairman

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Date

Any Notice of an Appeal should be sent to the Secretary to the Tribunal within a period of one month beginning on the date of this written decision.

The detailed reasons for the Tribunal's Decision are available on application to the Secretary to the Tribunal, Commerce and Employment, Raymond Falla House, PO Box 459, Longue Rue, St Martins, Guernsey, GY1 6AF.

The Law referred to in this document is The Employment Protection (Guernsey) Law, 1998, as amended

Extended Reasons

1.0 Introduction

- 1.1 The Applicant, Mr Tippet, in his form ET1 alleged unfair dismissal within the meaning of The Employment Protection (Guernsey) Law, 1998, as amended.
- 1.2 The Applicant also claimed that the Respondent, Stewart Asset Management (Guernsey) Limited had failed to provide a written statement of the reasons for dismissal within the meaning of Section 2(1)(a) of The Employment Protection (Guernsey) Law 1998, as amended.
- 1.3 The Respondent, in their form ET2, acknowledged that the Applicant had been dismissed but on the grounds of redundancy. The Respondent contended that the Tribunal did not have the jurisdiction to hear the Applicant's claims of unfair dismissal or failure to provide written reasons for dismissal because the claims had, in their opinion, been submitted out of time. The Respondent repeated this assertion in a letter to the Secretary to the Tribunal on 6 September 2012.
- 1.4 The Respondent attended a Case Management Meeting (CMM) on 8 October 2012; however the subsequent CMM orders were disregarded in that the Respondent did not prepare bundles of documents as ordered by the Chairman.
- 1.5 On 31 October 2012 the Secretary to the Tribunal sent a recorded delivery letter to the Respondent indicating the venue, date and timing of the Hearing scheduled for 29 November 2012.
- 1.6 On 5 November 2012 on behalf of the Respondent, the Managing Director of SAMG, Jackie Fowler, wrote to the Secretary to the Tribunal stating, in her role as the designated representative of the Respondent, that they would not make an appearance to the Hearing on 29 November 2012; however they still contested both claims.
- 1.7 The Applicant represented himself at the hearing and gave witness testimony under oath.
- 1.8 SA, Non-Executive Director of the Respondent at the time of the dismissal, appeared as a witness for the Applicant and gave witness testimony under oath.
- 1.9 The Applicant submitted a document bundle (EE1 Refers).
- 1.10 In the absence of the Respondent and given the Respondent offered no information on the ET2 as to the rationale for the redundancy the Tribunal considered various documents submitted by the Respondent to the Secretary to the Tribunal prior to the hearing. These documents are referenced in the judgment.
- 1.11 The Tribunal decided that it must consider as a preliminary issue whether the Applicant had submitted his complaint to the Secretary to the Tribunal within the specified time limit i.e. within three months of the Effective Date of Termination (EDT). In the event that the Tribunal found that the complaint had been made within the specified time limit it would

then consider the substantive issues of alleged unfair dismissal and failure to provide a written statement of reason(s) for dismissal.

- 1.12 The Tribunal noted that the Applicant was claiming for non-payment of salary and pension contributions whilst in the employment of the Respondent. The Tribunal advised the Applicant that, as such claims are not within the jurisdiction of the Tribunal that he would need to seek a resolution to these issues either through the Royal Court or Petty Debts; and might need to seek separate advice on these points.

Preliminary Issue of establishing Date of Termination

2.0 Facts Found by the Tribunal

- 2.1 The Applicant confirmed the name of the Respondent as Stewart Asset Management (Guernsey) Ltd (SAMG). It was noted by the Tribunal that date of receipt of the ET1 complaint against this Respondent was received by the Secretary to the Tribunal on 8 August 2012.
- 2.2 The Applicant commenced employment as an Executive Director and Independent Financial Adviser with the Respondent on 29 March 2010. The Respondent provided a private wealth management service and was a subsidiary of Stewart Asset Management Glasgow. The Applicant was experienced in private wealth management services and had performed such duties in a self-employed capacity prior to being employed by the Respondent.
- 2.3 The Respondent and Applicant had entered into a contract of employment dated 22 March 2010 (EE1 Refers) which stated that “the Employer and Employee will be obliged to give each other 60 days’ notice in writing of the termination of employment unless the Employee has committed serious misconduct so as to entitle the Employer to dismiss him/her summarily.”
- 2.4 The Applicant was taken seriously ill early in 2012, however he was fit enough to attend Management meetings on 6 February 2012 and 9 March 2012 (EE1 Appendices 2 & 3 Refer). During these meetings it was confirmed that annual GFSC fees had not been paid nor had payment been made for the previous six months to the subcontracted compliance service. The net effect of these non-payments was a ruling by the GFSC that the Respondent would need to surrender its trading licence and transfer client portfolios urgently to another GFSC regulated entity. Effectively client portfolio management conducted by the Respondent in Guernsey would need to cease.
- 2.5 The Applicant was formally advised by SA on 12 March 2012 that the Respondent’s clients were being transferred to a named GFSC regulated entity (BWM), due to the Respondent having to surrender its fiduciary licence.
- 2.6 By an e-mail dated 12 March 2012 (EE1 Refers) the Applicant asked the Respondent to advise him of what notice he would be given, also asking if the Respondent wanted him to stay and “tidy things up”.
- 2.7 By e-mail dated 14 March 2012 (EE1 Refers) the Respondent replied stating that as per the terms of the Applicant’s contract he was due two months’ notice therefore, would be paid for March and April.

- 2.8 On 15 March 2012, SA told the Applicant that he had had a brief discussion with the Guernsey regulated entity BWM as to the possibility of them taking on the Applicant should the Respondent not wish him to remain with them. It was also mentioned that there was a possibility that the Respondent would wish to keep a presence and apply to the GFSC at a later date for another licence.
- 2.9 On 11 April 2012 the Respondent wrote to the Applicant (EE1 Refers) referring to sick pay and a pension payment due on 29 March 2012, but not at that time paid.
- 2.10 On 24 April 2012 the Respondent again wrote to the Applicant (EE1 Refers) reconfirming the email notification of 14 March 2012 and stating that the Applicant's notice period would be March and April 2012.
- 2.11 On 29 April the Applicant sent a letter (EE1 Refers) to the Respondent disputing any inference that he might have resigned and additionally stating that in his opinion he had neither been given notice nor been made redundant.

3.0 The Law

The Law referred to in this section is The Employment Protection (Guernsey) Law, 1998, as amended.

- 3.1 Section 17(1) of the Law notes that the Tribunal shall not hear and determine a complaint under section 16(1) unless it is presented to the Secretary (a) within a period of three months beginning on – (i) the effective date of termination EDT.

4.0 Conclusion

- 4.1 The email sent by the Applicant on 12 March 2012 to the Respondent is evidently the first written communication between the two parties on the subject of notice. Given the nature of the Applicant's enquiries on this date it is evident that formal notice had not been given prior to this date. In this email the Applicant wrote to the Respondent asking what notice would be given and whether he would be required to stay on for a period of time.
- 4.2 From the evidence available the email sent by the Respondent on 14 March 2012 is the first formal indication in writing that notice was to be served and that payment would occur for the months of March and April 2012. Whilst implicitly this might seem to indicate an EDT of 30 April 2012 it was not explicitly stated. Indeed there was no formal written confirmation of an EDT to be found in any of the email exchanges.
- 4.3 Section 5.1 of the Applicant's contract of employment (EE1 Refers) clearly states that the Employer and Employee will be obliged to give each other 60 days' notice in writing of the termination of employment unless the Employee has committed serious misconduct so as to entitle the Employer to dismiss him/her summarily.
- 4.4 The Respondent's response to the Applicant in the e-mail dated 14 March 2012 (EE1 Refers) stated that they would be giving two months' notice. However it also stated he would be paid for March and April 2012 and on this basis the Respondent holds that employment ended in April 2012. The Tribunal does not agree with this interpretation of the notice period. The Tribunal believes that the notice period should be held to run from 14 March 2012, with an EDT of 13 May 2012, and that in consequence any ET1 complaint submitted to

the Secretary to the Tribunal in the 90 day period following this date, i.e. no later than 12 August 2012 would be considered as meeting the requirements of section 17(1) and could proceed to be heard.

5.0 Decision

- 5.1 Having considered all the written and oral evidence produced in connection with the preliminary issue, of the application to the Tribunal being out of time, the Tribunal has determined that the Applicant, Mr Tippet, had been served two months' contractual notice on 14 March 2012, therefore making the date of termination 60 days later on 13 May 2012, therefore the claim submitted on 8 August 2012 was within time, within the meaning of Section 17(1)(a).

Claim of Unfair Dismissal and Failure to Provide Written Statement of Reasons for Dismissal

6.0 Facts Found by the Tribunal

- 6.1 Stewart Asset Management (Guernsey) Limited is a small subsidiary of a Glasgow parent company and at the beginning of 2012 was employing the Applicant as an Executive Director and Independent Financial Adviser, supported by one other employee. This employee resigned from her post prior to the end of February 2012. The Tribunal notes that the Applicant was remunerated by both an estimated basic pay of £17,813.50 for the six months prior to the EDT and estimated bonuses of £1484.46 based on new business won.
- 6.2 The Respondent and Applicant had entered into a contract of employment dated 22 March 2010 which stated that "the Employer and Employee will be obliged to give each other 60 days' notice in writing of the termination of employment unless the Employee has committed serious misconduct so as to entitle the Employer to dismiss him/her summarily."
- 6.3 The Applicant was taken seriously ill early in 2012, however he was fit enough to attend Management meetings in February and March.
- 6.4 On 6 February the Applicant, as director of SAMG attended a management meeting in the presence of Ms Jackie Fowler and other directors of SAMG. In this meeting it was formally recorded that SAMG owed the Guernsey Financial Services Commission (GFSC) a large outstanding fee and was also in default with its external compliance service. Concerns were raised as to how these payments might be paid and about various issues relating to cash flow (Appendix 2 EE1 Refers).
- 6.5 On 9 March a further SAMG Board meeting was held; again with both the Applicant and Ms Jackie Fowler in attendance. At this meeting non-executive director SA briefed other attendees on further discussions/communications with the GFSC. The outcome being that SAMG would need to confirm its surrender of their insurance licence, not take on any new business, pay all outstanding debts as soon as possible and effect a transfer of the entire client portfolio to a GFSC compliant Guernsey portfolio manager within a very short period of time; weeks not months (Appendix 3 EE1 Refers).
- 6.6 The Applicant was formally informed by SA on 12 March 2012 that the Respondent's clients were being transferred to a named GFSC regulated entity, due to the Respondent having to surrender its fiduciary licence. SA informed the Applicant that events were proceeding

rapidly and a “draft letter of agreement” had already been negotiated with a Guernsey regulated entity to permit a speedy transfer of the client portfolio.

- 6.7 By an e-mail dated 12 March 2012 (EE1 Refers) the Applicant asked the Respondent to advise him of what notice he would be given, also asking if the Respondent wanted him to stay and “tidy things up”.
- 6.8 By e-mail dated 14 March 2012 (EE1 Refers) the Respondent replied stating that as per the terms of the Applicant’s contract he was due two months’ notice therefore, would be paid for March and April. The Tribunal notes that this correspondence did not refer to the reason or reasons for the Respondent serving notice.
- 6.9 On March 26 2012 the Applicant was taken seriously ill, admitted to intensive care and was not released from hospital until June 2012.
- 6.10 In correspondence from Ms Jacqueline Fowler on behalf of the Respondent to the Applicant dated 24 April, the Respondent questioned whether it was the Applicant’s intention to return to work stating, “We are aware of your circumstances and assume that it is not your intention to return to work”.
- 6.11 No evidence of any process of termination was put before the Tribunal.

7.0 Witness Statement: Mr Darrell Tippet

- 7.1 The Applicant adopted as his witness statements an appendix attached to his form ET1 submitted to the Secretary to the Tribunal on 8 August 2012 and a letter sent by a legal representative to the Respondent on 5 July 2012 (EE1 Refers).
- 7.2 Much of the content of these two documents is concerned with non-payment of monies the Applicant believes were due to him and not within the jurisdiction of this Tribunal. Other content is already recorded in this judgement as “facts found”. However a number of points are noted from this evidence and the oral testimony given by the Applicant.
- 7.3 The Applicant was unaware until early in 2012 that the business was in difficulties. He told the Tribunal that in late November 2011 he was informed by Directors of the parent company that all was well with SAMG and it was recording good results.
- 7.4 SAMG was not empowered to pay GFSC fees or pay for “on island” compliance services. This was effected by the parent company and consequently reduced the Applicant’s visibility in understanding the true financial position of SAMG in late 2011 and early 2012.
- 7.5 At no time was the Applicant given a written reason for his dismissal.
- 7.6 Whilst SA tried to establish on an informal basis whether the new entity would employ the Applicant, as a non-executive director he only had limited authority to act. There is no evidence that Ms Fowler or any of her fellow directors on the parent board of SAMG made any meaningful attempt to consult with the Applicant on possible alternatives to dismissal.
- 7.7 The Applicant was not offered any right of appeal to the decision to dismiss.

7.8 The Applicant, via a legal representative, requested in a letter dated 6 July 2012 that he be given a written statement giving particulars of the reason for his dismissal within seven days of the date of that letter. The Respondent did not comply with this request.

8.0 Witness Statement: SA Non - Executive Director SAMG

8.1 SA read from a witness statement (EE1 Refers).

8.2 SA joined SAMG as a Non-Executive Director on 1 April 2011. SA had significant prior experience of such directorial roles in Guernsey.

8.3 On 16 February 2012 SA attended a meeting with the GFSC, the day after the resignation of the SAMG external "Compliance Managers" and agreed with the GFSC that he would take over "de facto" the Chief Executive role (CEO) of SAMG for an interim period not exceeding 30 days in order to implement a "recovery programme" to return SAMG to regulatory compliance.

8.4 On 2 March 2012 SA met again with the GFSC and stated that only some elements of the "recovery programme" could be effected. In consequence the GFSC required the surrender of its two licences (insurance and investment) and transfer of the client portfolio to a regulated entity approved by the GFSC.

8.5 During a telephone discussion with the Applicant on 13 March 2012 SA confirmed his understanding that the Applicant's contract of employment entitled him to two months' notice.

8.6 SA arranged for the Applicant to meet the representatives of the new portfolio managers in the hope that they might wish to engage the Applicant in their employment and he might then continue to work with clients with whom he had had a long term business relationship. In the event this did not come to fruition.

8.7 SA stated that at no time did the parent company of SAMG instruct or request SA to give notice to the Applicant. He considered this beyond his remit as a short term "de facto" CEO. Additionally he was aware that the parent company of SAMG did not intend a total closure of SAMG and might try to re-apply for appropriate licences at a future date, however he did not communicate this possibility to the Applicant at the time.

8.8 The transfer of the SAMG client portfolio was finally effected on 16 May 2012.

8.9 SA informed the Tribunal, that as an experienced financial services Director, he judged the Applicant as being very capable of performing the duties required of his role; and whilst in the Respondent's employment his performance was exemplary.

9.0 The Law

The Law referred to in this section is The Employment Protection (Guernsey) Law, 1998, as amended.

9.1 Section 2(1) of the Law notes that an employee shall be entitled to be provided by his employer, on request, within seven days of that request, with a written statement giving particulars of the reasons for his dismissal.

- 9.2 Section 3 of the Law notes that, in every employment to which this part of this Law applies every employee shall have the right not to be unfairly dismissed by his employer.
- 9.3 Section 5(2)(a) of the Law notes that an employee shall be treated as dismissed by his employer if “the contract under which he is employed by the employer is terminated by the employer, whether it is so terminated by notice or without notice.”
- 9.4 Section 6(1) of the Law notes that “in determining for the purposes of this Part of this Law whether the dismissal of an employee was fair or unfair, it shall be for the employer to show (a) what was the reason (or, if there was more than one, the principal reason) for the dismissal, and (b) that it was a reason falling within subsection (2)” and Section 6(2) notes “For the purposes of subsection (1)(b), a reason falling within this subsection is a reason which (c) was that the employee was redundant”.
- 9.5 Section 6(3) of the Law notes “Where the employer has fulfilled the requirements of subsection (1), then, subject to the provisions of section 8 to 14 and 15I, the determination of the question whether the dismissal was fair or unfair, having regard to the reason shown by the employer, shall depend on whether in the circumstances (including the size and administrative resources of the employer’s undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee; and that question shall be determined in accordance with equity and the substantial merits of the case”.
- 9.6 Section 22(1) of the Law notes “Subject to the provisions of section 23, the amount of an award of compensation for unfair dismissal is a sum equal to – (a) six month’s pay” and subsection (2) For the purposes of subsection (1), the amount of a month’s pay (b) in a case where, in the opinion of the Tribunal, the basis set out in paragraph (a) for calculating the amount of a month’s pay “shall be calculated on such other basis as the Tribunal may consider to be just and equitable in the circumstances of the case”.
- 9.7 Section 23(2) of the Law notes “Where in relation to such a complaint the Tribunal considers that, by reason of any circumstances other than those mentioned in subsection (1), it would be just and equitable to reduce the amount of the award of compensation for unfair dismissal to an extent, the Tribunal shall, subject to subsection (3) and subsection (4), reduce that amount accordingly”.
- 9.8 Section 31(9) of the Law notes “A failure on the part of any person to observe any provision of a code of practice shall not of itself render him liable to any proceedings; but in any proceedings under this Law before the Tribunal any code of practice issued under this section shall be admissible in evidence, and if any provision of the code appears to [the Tribunal] to be relevant to any question arising in the proceedings (including, without limitation, any question as to whether an employer has acted reasonably or unreasonably for the purposes of section 6(3) that provision shall be taken into account in determining that question”.

10.0 Conclusion

- 10.1 The Respondent stated that the reason for the Applicant’s dismissal was redundancy and the Tribunal has sought to determine from the Applicant’s evidence if this was the principal reason for the dismissal.

- 10.2 The catalyst for the dismissal would seem to be the ruling by the GFSC in March 2012 that the SAMG portfolio must be transferred to an approved regulated entity without delay. The evidence of SA and the copies of SAMG Board minutes from February/March 2012 indicate that the Respondent had little choice in this matter.
- 10.3 Given this situation it might be argued that the dismissal would fall under paragraph 6(2)(d) of the Employment Protection (Guernsey) Law, 1998, as amended. This states that an employee could not continue to work in the position which he held without contravention (either on his part or on that of his employer) of a duty or restriction imposed by or under the law of Guernsey. However, given testimony from SA that SAMG at that time had decided it might wish to reapply for licences there is insufficient evidence for the Tribunal to establish this as the principal reason for the dismissal.
- 10.4 Whether SAMG continued to trade in any way, or needed to retain any staff after the date of portfolio transfer 16 May 2012, is not evident; however it would seem reasonable to conclude that there was either a cessation or a very significant reduction in the kind of work undertaken by the Applicant with SAMG.
- 10.5 SA stated in evidence that there was no concern as to capability or performance thus the Tribunal finds that, in the absence of any other evidence, the principal reason for the dismissal was by reason of redundancy.
- 10.6 The Commerce and Employment Code of Practice “Handling Redundancy” set out recommended steps in managing a redundancy which the Tribunal can take into account when considering the fairness of a redundancy process. The Tribunal also takes account of the influential UK ruling in *Polkey v Dayton Services Ltd.* In *Polkey v A.E. Dayton Services Limited* [1988] AC 344, HL, Lord Bridge stated that “... *in the case of redundancy, the employer will normally not act reasonably unless he warns and consults any employees affected or their representatives, adopts a fair decision on which to select for redundancy and takes such steps as may be reasonable to minimise a redundancy by redeployment within his own organisation*”.

The judgement included four basic Principles of fairness ‘which should always be considered’ in situations of redundancy:

1. The duty to consult the employee
2. The duty to warn of redundancy
3. The duty to establish fair criteria for the selection of employees
4. The duty to explore alternatives to redundancy.

“Accordingly consultation should begin in good time and be completed before any redundancy notice is issued. Consultations must be conducted with an open-minded approach; the employer must not only have this approach but display it too”.

These principles are relevant to the application by Mr Tippet. Evidence put before the Tribunal showed that at no time did the Respondent consult with the Applicant about a

potential redundancy prior to the act of dismissal and at no time did they clearly state that the Applicant's employment had been terminated and for what reason.

- 10.7 The Tribunal notes that the Applicant was seriously ill during the period leading up to his dismissal however that does not excuse the employer's obligation to consider what alternatives might be available to avoid dismissal and to discuss them with the employee. Whilst SA in his non-executive directorial role attempted to establish if the new Guernsey entity might employ the Applicant he was not apparently the prime decision maker in this process. This responsibility would seem to have been that of Managing Director Ms Jackie Fowler and was evidently not discharged.
- 10.8 The Tribunal notes that at no time did the Respondent make any provision for the Applicant to appeal the decision to dismiss; this normally being part of a "reasonable employer's" process when conducting a redundancy dismissal.
- 10.9 The Tribunal did not find any evidence of notes being taken by the Respondent of any discussions held with the Applicant during the dismissal process. This being one of the primary requirements of the "Consultation Checklist" in the Commerce and Employment Code of Practice.
- 10.10 The Code of Practice refers to small firms and their possible inability to apply a detailed redundancy procedure. However whilst SAMG was clearly a small employer in Guernsey they were a subsidiary of a larger parent company based in Glasgow. Thus the argument that this was a small firm is somewhat undermined. This was apparently a sophisticated organisation dealing with high net worth private clients in more than one jurisdiction and thus would be presumed to be able to undertake a fair and reasonable redundancy process.
- 10.11 In summary the Tribunal does not consider the Respondent to have acted reasonably or fairly in the way it conducted this dismissal. The lack of a fair and objective process left the Applicant confused. Combined with the Respondent's lack of clarity in communicating why the dismissal might have been necessary, this constituted a clear breach of the guidelines set down in the Commerce and Employment Code of Practice. The Tribunal finds this dismissal to be unfair within the meaning of the Employment Protection (Guernsey) Law, 1998, as amended.
- 10.12 The Tribunal decided that there was sufficient information to determine that the Applicant had a role which by its very nature would normally receive a bonus on business won. It therefore considers that the estimated bonus element of £1484.46 claimed by the Applicant in the six month period prior to the EDT could be considered as a just and equitable element of any award the Tribunal might order.
- 10.13 Evidence put before the Tribunal confirmed that the Applicant had requested written reasons for termination; the Tribunal is persuaded by testimony from the Applicant that no such particulars were ever sent. The Tribunal therefore finds that there was a breach of Section 2(1) of the Law which states that an employee shall be entitled such written particulars within seven days of that request.

11.0 Decision

- 11.1 Having considered all the evidence presented and the representations of both parties and having due regard to all the circumstances, the Tribunal found that, under the provisions of

The Employment Protection (Guernsey) Law, 1998 as amended, the Applicant was unfairly dismissed.

- 11.2 In accordance with Section 22(2)(b) of The Employment Protection (Guernsey) Law 1998, as amended, the Tribunal orders that the Respondent shall pay to the Applicant an award of **£19,297.96**. This being the equivalent of six months' base pay plus commissions and in total considered by the Tribunal to be a just and equitable award for that period of employment.
- 11.3 The Tribunal has given consideration to section 23(2) of the Law and does not consider there is any reason or circumstance to reduce this award.
- 11.3 The Tribunal finds the Respondent in breach of Section 2(1) of the Law which entitles the employee to be provided by his employer, on request, within seven days of that request, with a written statement giving particulars of the reasons for his dismissal. The Tribunal orders an award of half a month's pay; a sum of **£1608.16**.

Mr Peter Woodward

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Signature of the Chairman

9 January 2013

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Date