

# THE INDUSTRIAL TRIBUNALS

**CASE REFS:** 23983/20  
35856/21

**CLAIMANT:** Sheila Maxwell

**RESPONDENT:** Tooley's Bar Ltd

**CASE REFS:** 1838/21  
38509/21

**CLAIMANT:** Stephen McKeown

**RESPONDENT:** Tooley's Bar Ltd

**CASE REFS:** 2005/21  
38487/21

**CLAIMANT:** Lorna Hurst

**RESPONDENT:** Tooley's Bar Ltd

## JUDGMENT

The unanimous decision of the tribunal is that:

- (i) Miss Maxwell's and Mr McKeown's claims for a redundancy payment are well founded;
- (ii) the claimants were subject to unauthorised deductions from their wages;
- (iii) the claimants were unfairly dismissed; and
- (iv) the claimants' claims for holiday pay are well founded.

The tribunal awards the claimants the sums set out at paragraphs 35 to 37 below.

The tribunal did not make a separate findings or make an award in respect of Mr McKeown's breach of contract claim, as the awards set out below also represent monies due and owing to him at the termination of his contract of employment.

### Constitution of Tribunal:

**Employment Judge:** Employment Judge Gamble

**Members:** Mr A Kerr  
Mr B Heaney

## **Appearances:**

**The claimants appeared in person and represented themselves.**

**No response was presented by the respondent and the respondent did not participate in the hearing.**

## **BACKGROUND**

1. The claimants presented the claims with the above references to the Industrial Tribunal.
2. Miss Maxwell presented a claim to the Industrial Tribunal on 13 November 2020 (ref 23983/20) in which she claimed unfair dismissal and unpaid furlough money. In that claim form, she asserted that her employment was continuing. Mr McKeown presented a claim to the Industrial Tribunal on 2 December 2020 (ref 1838/21) in which he claimed for unfair dismissal, a redundancy payment, Notice Pay, breach of contract, arrears of pay and failure to pay holiday pay. In that claim form, he asserted that his employment was continuing. Miss Hurst presented a claim to the Industrial Tribunal on 17 November 2020 (ref 2005/21) in which she sought arrears of pay. In that claim form, she asserted that her employment was continuing.
3. Mr McKeown presented a further claim to the Industrial Tribunal on 16 August 2021 (ref 38509/21) in which he claimed for unfair dismissal, a redundancy payment, Notice Pay, breach of contract, arrears of pay and failure to pay holiday pay. In that claim form, he asserted that his employment ended on 25 May 2021. Miss Maxwell presented a further claim to the Industrial Tribunal on 3 June 2021 (ref 35856/21) in which she claimed unfair dismissal, redundancy, arrears of pay (unpaid furlough money) and holiday pay. In that claim form, she asserted that her employment ended on 30 May 2021. Miss Hurst presented a claim to the Industrial Tribunal on 13 August 2021 (ref 38487/21) in which she sought to claim unfair dismissal, "monies owed" and holiday pay. In that claim form, she asserted that her employment ended on 26 May 2021 and stated that "this claim is attached to case number 2005/21".
4. No response was entered by the respondent to any of the claims. Notwithstanding the fact that no responses were entered, the respondent was represented by Mr McLaughlin of Keystone Law when the claims were case managed on 17 May 2021 and 21 June 2021. At the Case Management Preliminary Hearing on 19 May 2021, Mr McLaughlin informed the tribunal that the respondent company was taking advice in relation to insolvency.
5. The respondent was not represented and did not participate in the Case Management Preliminary Hearing conducted on 7 December 2021 at which the Employment Judge ordered that the cases would be considered and heard together at a Final Hearing on 24 January 2022. The respondent did not attend this final hearing.

## **PROCEDURE AT HEARING**

6. The tribunal received witness statements and supporting documents from each claimant. Each claimant affirmed that their evidence would be truthful and adopted their witness statements as their evidence. The claimant's also provided details of their losses.
7. During the course of the hearing, the tribunal made such enquiries of each of the claimants as it considered appropriate for the clarification of the issues, so far as was practicable, in accordance with the overriding objective.

## **CREDIBILITY OF THE CLAIMANTS**

8. The tribunal found the claimants to be honest and straightforward witnesses, who provided relevant corroboratory documents, for example bank statements to show what monies had and had not been received by them. The tribunal has accepted their accounts as factual.

## **RELEVANT FINDINGS OF FACT**

9. The claimants were all employed by the respondent and worked in "La Bodega" bar in Larne. Mr McKeown was the bar manager and the Miss Maxwell and Miss Hurst were bar staff. The claimants were the only bar staff employed at the premises at the time of their dismissal.
10. Miss Maxwell had continuous service by operation of law from 30 October 2012 until her dismissal. Mr McKeown had continuous service by operation of law from 7 January 2013 until his dismissal. Miss Hurst commenced her employment with the respondent company after it had taken over "La Bodega" and was employed from 3 February 2020 until her dismissal.
11. The respondent company took on "La Bodega" on a TUPE transfer on 3 February 2020. The claimants were mainly paid their wages in cash, receiving their pay in brown envelopes that showed the amounts of the deductions.
12. "La Bodega" was closed in March 2020, following the first lockdown as a result of the Coronavirus pandemic. The claimants were repeatedly assured that the respondent would place them on furlough. However, in the event no furlough payments were ever forthcoming to the claimants, despite Mr McKeown meeting with the director of the respondent company, Sean (otherwise Samuel John) O'Toole and his accountant, and the involvement of the office of Gordon Lyons MLA.
13. On the 8 June 2020, after what Mr McKeown described as "intense pressure" being placed on Mr O'Toole, each of the claimants received an electronic payment of £1000 directly into their respective bank accounts from the respondent company. The narrative on bank statements furnished by Miss Maxwell and Miss Hurst appears as "REF wages From Tooley's Bar Ltd". Mr O'Toole told the claimants that these monies were to be repaid when they received their furlough payments, a condition which has never been met.

14. On 4 August 2020, Miss Maxwell and Miss Hurst received a further payment of £1500 in the same manner and subject to the same understanding that it was to be repaid when each of them received their furlough payments. Mr McKeown received a payment of £2000 towards the end of the first lock down period on the same condition.
15. “La Bodega” reopened on 9 September 2020 and closed again due to further government restrictions on 18 October 2020. The claimants returned to work and received wages for that period, receiving their last wage payment on 23 October 2020.
16. Mr O’Toole informed Mr McKeown in emphatic language, using expletives, that he would not be paying the claimants’ wages or holiday pay, but when they asked if they were redundant, he said “no”. Mr McKeown also asked whether he was dismissed and Mr O’Toole said “no”. Mr McKeown, as bar manager, communicated this information to Miss Maxwell and Miss Hurst. Miss Hurst contacted Mr O’Toole directly and he confirmed what Mr McKeown had told her. On 30 October 2020, the claimants wrote to Mr O’Toole of the respondent company, seeking to clarify their employment status. They received no reply to this letter.
17. “La Bodega” reopened in or around the 26 May 2021. The respondent did not contact the claimants to ask them to return to their jobs and to the best of the claimants’ knowledge, the respondent is now trading with one permanent employee. The respondent has taken no steps to terminate the claimants’ employment and they have not been issued with a P45 at any time since.
18. All of the claimants worked 40 hours per week. Miss Maxwell and Miss Hurst received national minimum wage rates (which increased from £8.78 in April 2020 to £8.91 in April 2021). Mr McKeown was paid £12.50 per hour as Bar Manager.
19. The tribunal, acting as an industrial jury, finds, in the unique circumstances of this case, that the claimants were not dismissed until 25 May 2021. The tribunal acknowledges that the failure to pay wages after 27 March 2020 was a breach of the claimant’s contracts of employment. The claimants did not accept that breach and treat the contract as terminated. The breach was not waived by the claimants. Accordingly, the respondent had a continuing obligation to pay wages to the claimants under the employment contracts and the respondent remained in breach of contract by failing to pay the claimants the agreed furlough money. The continued existence of the contract is evidenced by the claimant’ return to work in September 2020. The failure to pay wages was an ongoing unauthorised deduction from the claimants’ wages.
20. The failure by the respondent to pay wages after 23 October 2020 was likewise a breach of their contracts of employment and an ongoing unauthorised deduction from their wages. The respondent’s liability for the claimants’ wages continued in full, as Mr O’Toole on behalf of the respondent refused to place the claimants on furlough and the respondent took no action to dismiss them. The claimants, given their previous experience of returning to “La Bodega” once government restrictions allowed it to reopen in September 2020, had a reasonable expectation that they would return to work in due course. Their employment contract continued to subsist. Once “la Bodega” reopened on 25 May 2021 and they were not asked to return to work, their dismissals took effect. The claims of unfair dismissal included in the first

claims presented by the claimants were premature, as no termination had in fact occurred at the time the claims were presented. The second claims which included complaints of unfair dismissal were brought after the dismissals were effected.

21. Even if the tribunal has erred in finding that the dismissal took place on 25 May 2021, and should have found that the dismissal occurred at the end of November 2020, when the claimants received no response to their letter regarding their employment status, the tribunal would have found that all of the claimants were unfairly dismissed at the earlier date and would have made the same monetary award as set out in this judgment by way of a compensatory award as the tribunal is satisfied that this would have been what was “just and equitable”. In such circumstances, having regard to the principles set forth by the Northern Ireland Court of Appeal in **Peifer v Southern Education and Library Board and Drumglass High School [2021] NICA 40**, the tribunal is satisfied that it would have treated Miss Hurst’s first claim as implicitly inclusive of a claim of unfair dismissal. She could have pursued a claim of unfair dismissal without qualifying service, as the tribunal finds that she had asserted a statutory right, namely to be paid wages and holiday pay.
22. The tribunal finds that none of the claimants had taken any annual leave since the respondent took over “La Bodega” and have not received any payment in respect of accrued but untaken leave. Their claims in respect of holiday are therefore well founded.
23. All of the claimants had a second job in the Boat Club, at the time they worked for the respondent. This did not affect their availability to work for the respondent. The claimants were furloughed by the Boat Club and they returned to work for the Boat Club part time once furlough ended. From November 2020, during the period Miss Hurst was furloughed from the Boat Club, she took on agency work as a Domestic Assistant. All three claimants provided Schedules of Loss which the tribunal took into account, along with the claimant’s oral evidence, when calculating remedies.

## **RELEVANT LAW**

### **24. Right not to suffer unauthorised deductions**

- 45.—** (1) An employer shall not make a deduction from wages of a worker employed by him unless—
- (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or
  - (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.
- (2) In this Article “relevant provision”, in relation to a worker's contract, means a provision of the contract comprised—
- (a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or

- (b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.
- (3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion.

...

### **Meaning of “wages” etc.**

59.— (1) In this Part “wages”, in relation to a worker, means any sums payable to the worker in connection with his employment, including—

- (a) any fee, bonus, commission, holiday pay or other emolument referable to his employment, whether payable under his contract or otherwise, ...

## **25. FAIRNESS OF THE DISMISSAL**

### **PART XI UNFAIR DISMISSAL**

#### **CHAPTER I RIGHT NOT TO BE UNFAIRLY DISMISSED**

##### **The right**

- 126.—(1) An employee has the right not to be unfairly dismissed by his employer.
- (2) Paragraph (1) has effect subject to the following provisions of this Part (in particular Articles 140 to 144).

...

##### **Fairness**

###### **General**

- 130.—(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—
- (a) the reason (or, if more than one, the principal reason) for the dismissal, and
  - (b) that it is either a reason falling within paragraph (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.
- (2) A reason falls within this paragraph if it—

...

(b) relates to the conduct of the employee,

(c) is that the employee was redundant

...

- (4) Where the employer has fulfilled the requirements of paragraph (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) —
- (a) depends 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
  - (b) shall be determined in accordance with equity and the substantial merits of the case.
- (6) Paragraph (4) is subject to Articles 130A to 139

...

### **Procedural fairness**

- 130A.—** (1) An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if—
- (a) one of the procedures set out in Part I of Schedule 1 to the Employment (Northern Ireland) Order 2003 (dismissal and disciplinary procedures) applies in relation to the dismissal,
  - (b) the procedure has not been completed, and
  - (c) the non-completion of the procedure is wholly or mainly attributable to failure by the employer to comply with its requirements.
- (2) Subject to paragraph (1), failure by an employer to follow a procedure in relation to the dismissal of an employee shall not be regarded for the purposes of Article 130(4)(a) as by itself making the employer's action unreasonable if he shows that he would have decided to dismiss the employee if he had followed the procedure.

...

### **General**

- 152.—**(1) . . . Where a tribunal makes an award of compensation for unfair dismissal under Article 146(4) or 151(3)(a) the award shall consist of—

- (a) a basic award (calculated in accordance with Articles 153 to 156,160 and 161), and
- (b) a compensatory award (calculated in accordance with Articles 157, 158, 158A, 160 and 161...).

**Basic award**

154 (1A) Where—

- (a) an employee is regarded as unfairly dismissed by virtue of Article . . . 130A(1) (whether or not his dismissal is unfair or regarded as unfair for any other reason),
- (b) an award of compensation falls to be made under Article 146(4), and
- (c) the amount of the award under Article 152(1)(a), before any reduction under Article 156(3A) or (4), is less than the amount of four weeks' pay,

the industrial tribunal shall, subject to paragraph (1B), increase the award under Article 152(1)(a) to the amount of four weeks' pay.

(1B) An industrial tribunal shall not be required by paragraph (1A) to increase the amount of an award if it considers that the increase would result in injustice to the employer.

...

**156.— ...**

- (4) The amount of the basic award shall be reduced or further reduced by the amount of—
  - (a) any redundancy payment awarded by the tribunal under Part XII in respect of the same dismissal, ...

**Compensatory award**

**157.—(1)** Subject to the provisions of this Article and Articles 158, 158A, 160 and 161, the amount of the compensatory award shall be such amount as the tribunal considers just and equitable in all the circumstances 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.

**The right**

- 170.—(1)** An employer shall pay a redundancy payment to any employee of his if the employee—
  - (a) is dismissed by the employer by reason of redundancy, or



(b) is eligible for a redundancy payment by reason of being laid off or kept on short-time.

(2) Paragraph (1) has effect subject to the following provisions of this Part (including, in particular, Articles 175 to 179, 184 to 187, 190 to 196 and 199).

### **Redundancy**

**174.—**(1) For the purposes of this Order an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to—

...

(b) the fact that the requirements of that business—

(i) for employees to carry out work of a particular kind, or

(ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer,

have ceased or diminished or are expected to cease or diminish.

...

(5) In paragraph (1) “cease” and “diminish” mean cease and diminish either permanently or temporarily and for whatever reason.

**180.—** ...

(5) Where—

(a) the contract of employment is terminated by the employer, and

(b) the notice required by Article 118 to be given by an employer would, if duly given on the material date, expire on a date later than the relevant date (as defined by the previous provisions of this Article),

for the purposes of Articles 23(3), 190 and 197(1) the later date is the relevant date.

### **NON COMPLETION OF STATUTORY PROCEDURES**

#### **26. Employment (Northern Ireland) Order 2003**

17 (3) If, in the case of proceedings to which this Article applies, it appears to the industrial tribunal that—

(a) the claim to which the proceedings relate concerns a matter to which one of the statutory procedures applies,

- (b) the statutory procedure was not completed before the proceedings were begun, and
- (c) the non-completion of the statutory procedure was wholly or mainly attributable to failure by the employer to comply with a requirement of the procedure,

it shall, subject to paragraph (4), increase any award which it makes to the employee by 10 per cent and may, if it considers it just and equitable in all the circumstances to do so, increase it by a further amount, but not so as to make a total increase of more than 50 per cent.

- (4) The duty under paragraph (2) or (3) to make a reduction or increase of 10 per cent does not apply if there are exceptional circumstances which would make a reduction or increase of that percentage unjust or inequitable, in which case the tribunal may make no reduction or increase or a reduction or increase of such lesser percentage as it considers just and equitable in all the circumstances

## **HOLIDAY PAY**

### **27. Working Time Regulations (Northern Ireland) 2016**

Entitlement to annual leave

**15.—**(1) Subject to paragraph (4), a worker is entitled to four weeks' annual leave in each leave year.

...

- (5) Leave to which a worker is entitled under this regulation may be taken in instalments, but—
  - (a) it may only be taken in the leave year in respect of which it is due, and
  - (b) it may not be replaced by a payment in lieu except where the worker's employment is terminated.

Entitlement to additional annual leave

**16.—**(1) Subject to regulation 33 and paragraphs (2) and (4), a worker is entitled to a period of 1.6 weeks additional leave in each leave year.

- (2) The aggregate entitlement provided for in paragraph (1) and regulation 15(1) is subject to a maximum of 28 days.

...

- (5) Leave to which a worker is entitled under this regulation may be taken in instalments, but it may not be replaced by a payment in lieu except where the worker's employment is terminated.

...

## **APPLICATION OF THE LAW AND CONCLUSIONS**

28. The claimants' claims for unpaid wages prior to their dismissal are well founded.
29. The tribunal is satisfied Miss Maxwell and Mr McKeowns' claim for redundancy payments are well founded, as it accepts the claimants' evidence that "La Bodega" reopened with a reduced staffing level, from three members of staff to one. The claimants' dismissals were also automatically and substantively unfair because the respondent followed no procedure whatsoever. Miss Hurst, who does not have service to qualify for a redundancy payment, is awarded a basic award of 4 weeks' pay (see Art. 154 (1A) of the Employment Rights (Northern Ireland) Order 1996. There is no injustice to the respondent in doing so.
30. The tribunal also awards a statutory uplift of 50% to the compensatory award to take account of the egregious failure by the respondent follow the minimum statutory dismissal procedures. The tribunal accepts and takes into account the evidence of Mr McKeown that the respondent had access to professional advice through his accountant.
31. The claimants' claims for failure to pay holiday pay are also well founded.

## **REMEDIES**

32. The claimants have not sought continuing losses from termination in May 2021 in their schedules of loss and therefore the only compensatory award that the tribunal makes is in respect of what the claimants would have been entitled to by way of notice. The tribunal makes the awards to each claimant as shown at paragraph 33 below. The Basic Award and Redundancy Payment calculation uses gross weekly pay. The claimants are entitled to receive arrears of pay and unpaid holiday as a net figure, whilst the respondent remains liable in respect of tax and national insurance contributions. The tribunal did not have agreed net pay figures and therefore has used gross wage figures in respect of these calculations. For the avoidance of any doubt, the claimants are entitled to receive these sums net of contributions in respect of tax and national insurance contributions.
33. As noted at paragraph 20 above, even if the tribunal should have found that the dismissals occurred in November 2020, when the claimants received no reply to their letter, the tribunal would still have made the same or similar awards calculated as compensatory awards in each case, to include continuing loss, on a continuing basis from 30 October 2020 until 25 May 2021, on the basis that the tribunal would have considered the award set out below to be just and equitable.
34. The claimants confirmed during the hearing that they did not receive Job Seeker's Allowance, Income Support or Income Related Employment and Support Allowance. Accordingly, no question of recoupment arises under the provisions of the Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations (Northern Ireland) 1996.

35. **Miss Maxwell:**

**Unpaid wages:**

24 weeks from 2 April 2020 to 10 September 2020 @ 80% gross pay per agreement for furlough at £8.71 per hour for 40 hours (£278.72)	= £6,689.28 Less £2,500 received = £4,189.28
21 weeks 4 days from 30 October 2020 to 31 March 2021 at 100% of £8.71 per hour for 40 hours (£348.40) and 8 weeks to 25 May 2021 @ 100% gross pay at £8.91 per hour (£356.40) (as no agreement to furlough)	£10,366.68
<b>Total</b>	<b>£14,555.96*</b>
<b>*This figure is subject to deductions for tax and NI contributions.</b>	

**Redundancy Payment:**

Length of continuous service 30.10.2012 to relevant date	8 years
Relevant Date (Art. 180(5))	13 July 2021
Age at dismissal	54 years
Gross weekly wage	£356.40
Net weekly wage	£320.19
Statutory entitlement	12 weeks
<b>Amount of redundancy payment</b>	<b>£4,276.80</b>

**No Basic Award is payable as a Redundancy Payment has been awarded.**

**Compensatory Award for Unfair Dismissal (Notice)**

8 weeks' net pay in respect of Notice not given	<b>£2,561.52</b>
Uplift 50%	<b>£1280.76</b>

**Holiday Pay**

30.5 days accrued holiday leave from February 2020 until April 2020 at £8.78 per hour	<b>£2142.32*</b>
4.5 days from April 2021 to dismissal at £8.91 per hour	<b>£320.76*</b>
<b>*These figures are subject to deductions for tax and NI contributions.</b>	

36. **Mr McKeown**

24 weeks from 2 April 2020 to 10 September 2020 @ 80% gross pay per agreement for furlough at £12.50 per hour for 40 hours (£400)	= £9,600 Less £3,000 received = £6,600
29 weeks 4 days from 30 October 2020 to	£14,785.71

25 May 2021 @100% gross pay at £12.50 per hour (£500.00) (as no agreement to furlough)	
<b>Total</b>	<b>£21,385.21*</b>
<b>*This figure is subject to deductions for tax and NI contributions.</b>	

**Redundancy Payment:**

Length of continuous service 7 January 2013 to relevant date	8 years
Relevant Date (Art. 180(5))	13 July 2021
Age at dismissal	45 years
Gross weekly wage	£500
Net weekly wage	£410.43
Statutory entitlement	10 weeks
<b>Amount of redundancy payment</b>	<b>£5,000</b>

**No Basic Award is payable as a Redundancy Payment has been awarded.**

**Compensatory Award for Unfair Dismissal (Notice)**

8 weeks' net pay in respect of Notice not given	<b>£3,283.44</b>
Uplift 50%	<b>£1641.72</b>

**Holiday Pay**

35 days from February 2020 to dismissal	<b>£3,500*</b>
<b>*This figure is subject to deductions for tax and NI contributions.</b>	

37. **Miss Hurst:**

**Unpaid wages:**

24 weeks from 2 April 2020 to 10 September 2020 @ 80% gross pay per agreement for furlough at £8.71 per hour for 40 hours (£278.72)	= £6,689.28 Less £2,500 received = £4,189.28
21 weeks 4 days from 30 October 2020 to 31 March 2021 at 100% of £8.71 per hour for 40 hours (£348.40) and 8 weeks to 25 May 2021 @100% gross pay at £8.91 per hour (£356.40) (as no agreement to furlough)	£10,366.68
<b>Total</b>	<b>£14,555.96*</b>
<b>*This figure is subject to deductions for tax and NI contributions.</b>	

**Basic Award (Miss Hurst does not have two years qualifying service)**

4 weeks' gross pay (£356.40)	<b>£1,425.60</b>
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### Compensatory Award for Unfair Dismissal (Notice)

1 week's net pay in respect of Notice not given	<b>£312.77</b>
Uplift 50%	<b>£156.39</b>

### Holiday Pay

30.5 days accrued holiday leave from February 2020 until April 2020 at £8.78 per hour	<b>£2142.32*</b>
4.5 days from April 2021 to dismissal at £8.91 per hour	<b>£320.76*</b>
<b>*These figures are subject to deductions for tax and NI contributions.</b>	

### FURTHER OBSERVATIONS

38. The tribunal notes that the prospect of the insolvency of the respondent has already been mooted at a Case Management Preliminary Hearing. It will be for the claimants to seek advice if they encounter any difficulties enforcing this judgment and if necessary to submit a claim to the Redundancy Payments Service for Northern Ireland. The claimants can, if appropriate, seek further information on the extent of recovery from the National Insurance Fund from the Labour Relations Agency or the Redundancy Payments Service.
39. The tribunal was concerned regarding several aspects of the evidence that was before it. Firstly, Miss Maxwell gave evidence of discovering that there were records relating to her under two different national insurance numbers. Secondly, payslips were generated and provided to Miss Maxwell and Miss Hurst which appeared to suggest that they had received furlough payments, when the tribunal has found that no such payments were received by them. Thirdly, Miss Hurst gave evidence that she was deprived any access to state benefits throughout the relevant period because submitted tax records gave the impression that she was receiving furlough payments. However, these are not matters within the jurisdiction of the tribunal.
40. This is a relevant decision for the purposes of the Industrial Tribunals (Interest) Order (Northern Ireland) 1990.

**Employment Judge:**

**Date and place of hearing: 24 January 2022, Belfast.**

**This judgment was entered in the register and issued to the parties on:**