

IN THE EMPLOYMENT TRIBUNAL

Claim No. 38/2025

BETWEEN:

WILLIAM MARTIN BIRCHALL

Claimant

-AND-

SOUTHERN LIGHTING (GIBRALTAR)

Respondent

JUDGMENT

1. The Claimant was employed by the Respondent as an Electrician's Assistant on 17 October 2017.
2. The Claimant's employment was terminated on 28 February 2025 on the grounds of redundancy due to the Respondent being unable to trade any further after the sole director, Mr John Britton, passed away.
3. The Respondent's affairs have been managed by the director's son Mr Jack Britton (**Mr Britton**) since his passing. He has been the Respondent's sole point of contact for communications with the Claimant and the Tribunal.
4. The Respondent prepared and filed an unsigned and undated Termination of Employment Form confirming the Claimant's dates of employment and termination at section 8 and 9 respectively, with the date of notice of termination by the Respondent given as 24 February 2025 at section 10.
5. At section 12 the reason for termination was given as:

"Redundancy due to the director's death and the company not being viable to carry on operation".
6. At section 13 details of any payments made at the date of termination were listed as follows:

"Final pay slip £600.00.

Redundancy paid £0.00 – 30 weeks owed due to lack of funds within the business.

Annual leave owed 56 hours - £0.00 paid due to lack of funds within the business."
7. The Respondent also prepared and filed an unsigned and undated Termination of Employment Payment Questionnaire confirming inter alia:

7.1 The reason for cessation of employment as "Redundancy";

7.2 The Claimant's length of service as "7 years, 4 months and 27 days";

7.3 Amount to be paid as "30 weeks redundancy and 7 days (56 hours of annual leave).

8. The Claimant filed a Claim Form with Details of Claim on 28 July 2025 seeking a redundancy payment, arrears of notice pay and arrears of holiday pay by ticking the relevant boxes at Section 6.1. However, the Claimant did not tick the box for an unfair dismissal claim and confirmed that he was not including a claim for breach of employment contract by ticking the 'No' box.
9. Pursuant to Rule 13 of the Employment Tribunal (Constitution and Procedure) Rules 2016 (**the Rules**), the accepted Claim was sent to the Respondent together with the prescribed Response Form by email on 29 July 2025.
10. On 29 July 2025 Mr Britton replied advising that in the Tribunal's covering letter providing him with both documents the Respondent had been incorrectly named as "Southern Lighting Gibraltar Limited" given that the Respondent is not a limited company.
11. That appears to have been the Respondent's last communication with the Tribunal despite several subsequent emails from the Tribunal to Mt Britton.
12. Due to a misunderstanding, this was not corrected by the Tribunal in a subsequent letter (in fact all subsequent correspondence continues to mis-name the Respondent).
13. In fact, the Respondent is also mis-named in the Claim Form.
14. I have brought the mis-naming issue to the Claimant's attention, and he has explained that the error was the result of inadvertence and has requested permission to amend the Respondent's name on the Claim Form from "Southern Lighting Gibraltar Limited" to "Southern Lighting (Gibraltar)". I have considered and granted this request and asked that the Claim Form be reissued with the amended name and sent to the Respondent with a copy of this judgment to the Respondent's last known email address, given that no other contact details for the Respondent are known to the Claimant or the Tribunal.
15. As evidenced by the fact that the boxes for arrears of notice pay and arrears of holiday pay at Section 6.1 of the Claim Form were ticked and the provision of further details of the respective values of those claims at Section 6.2, the Claimant clearly intended to bring claims for breach of his employment contract. The ticking of the box 'No' in response to the question whether he included a claim for breach of his employment contract was clearly an error borne out of a misunderstanding of the nature of these two claims and which I attribute to the Claimant's status as a litigant in person.
16. The Claimant has not brought a claim for loss of earnings because he was re-employed on 1 April 2025 on practically equivalent terms.
17. Subject to any response received from the Respondent, my provisional view is that the Claimant's claims for breach of his employment contract would succeed.
18. I also take the view that the Claimant's failure to tick the box for an unfair dismissal is a further error borne out of his failure to understand that, under the Employment Tribunal (Extension of Jurisdiction) Order 2016, the Tribunal lacks the jurisdiction to hear a claim for a failure to pay a redundancy payment unless this arises from an unfair or constructive dismissal. This was clearly intended by the Claimant as evidenced by having ticked the box for a redundancy payment at Section 6.1 and the provision of

further details of this claim at Section 6.2. I also attribute this error to the Claimant's status as a litigant in person.

19. Subject to any response received from the Respondent, my provisional view is that the Claimant's claim for unfair dismissal and his entitlement to basic and compensatory awards would succeed due to the Respondent's failure to follow any or any reasonable redundancy or dismissal procedures.
20. As I do not expect this claim to be defended substantively, I am setting out my views on the sums to which the Claimant would be entitled were judgment to be entered in his favour. This will give the Respondent an opportunity to comment on the proposed figures as part of any response.
21. I have included these figures in the attached Schedule.
22. The Claimant would have been entitled to a statutory redundancy payment of £18,000 and is therefore awarded this sum by the Tribunal.
23. Pursuant to Regulations 8(a) of the Regulations, the Claimant's entitlement to a Basic Award under Regulation 2 of the Employment Tribunal (Calculation of Compensation) Regulations 2016 (**the Regulations**) is reduced by any sum awarded by this Tribunal in respect of a statutory redundancy payment. In effect, it forms part of any statutory redundancy award.
24. Any balance of the statutory redundancy payment due to the Claimant over the amount of the Basic Award is awarded to the Claimant as part of a Compensatory Award pursuant to Regulation 3(3)(a) of the Regulations.
25. There is no evidence of conduct by the Claimant which would justify a reduction of the Basic or Compensatory Awards.
26. The Respondent is to provide any response to the claim (including to the proposed awards set out in the Schedule) by 1.00 pm on 14 October 2026.

A handwritten signature in blue ink, consisting of a large, stylized 'K' followed by a cursive 'N' and a trailing flourish.

Chairperson Kenneth Navas
Date: 22 September 2026

SCHEDULE

AWARD CALCULATION

Employment details:

Date of commencement of employment	17/10/2017
Effective Date of Termination (EDT)	28/02/2025
Period of continuous service	7 years
Date of birth	29/07/1974
Age at EDT	50
Statutory notice period	4 weeks
Gross monthly pay at EDT	£2,600.00
Gross weekly pay at EDT	£600.00
Net weekly pay at EDT	£449.93
Net daily pay at EDT	£89.99
Weekly minimum wage	£356.00

Proposed awards:

Breach of contract:

a) Statutory notice pay (4 weeks)	£1,799.72
b) Accrued annual leave (7 days)	£629.93

Unfair dismissal:

Statutory redundancy payment award ((5 years x 2 weeks x £600 = £6,000) + (2 years x 3 weeks x £600 = £3,600) + (7 years x 2 weeks x £600 = £8,400))	£18,000.00
c) Basic award ¹ (7 years x 1.5 weeks x £600)	£7,476.00
(d) Compensatory award ² (£18,000 - £7,476.00)	£10,524.00
TOTAL AWARD	<u>£20,429.65</u>

¹ Awarded as part of the statutory redundancy payment award

² Being the balance of the statutory redundancy payment award