



EMPLOYMENT TRIBUNALS

Claimant:

Mr JR Brightman

v

Respondent:

AHC Couriers Ltd (in voluntary liquidation)

Heard at:

Reading

On: 6 March 2018

Before:

Employment Judge Milner-Moore (sitting alone)

Appearances

For the Claimant:

Mrs J Brightman (Claimant's mother)

For the Respondent:

No attendance or representation

JUDGMENT

1. The claim for unlawful deduction from wages succeeds and the respondent is ordered to pay the sum of £1,420.75.
2. The claim for breach of contract succeeds and the respondent is ordered to pay to the claimant the sum of £324.66.

REASONS

1. The claimant was employed by AHC Couriers Ltd from 28 December 2016 until his dismissal on 23 February 2017. The claimant claims unlawful deduction from wages.
2. He was paid an annual net salary of £18,882.32 which translates to a net daily rate of £64.93. He worked for the respondent for 42 days and was owed £2,727.14 in net wages for that period of employment. By the time of his dismissal had accrued entitlement to two days' holiday (£103.89). During the period of his employment the respondent paid him £1,410.28 leaving a deficit of £1,420.75.
3. The claimant was dismissed without statutory minimum notice and brings a claim of breach of contract in relation to the failure to pay notice pay of one week's notice amounting to £324.66.
4. The claim form was filed on 7 August 2017 and the response was due to be filed by 12 September 2017. The claim was initially presented against

AHC Services but the claimant had at that stage received no documents indicating who he was employed by. It subsequently became apparent that the claimant had been employed by AHC Couriers Ltd and that AHC Services was a trading name.

5. A response from AHC Couriers Ltd was filed on 21 September 2017 taking issue with the name of the respondent and indicating that the respondent intended to “defend the amount owed” but giving no other indication of the basis on which the claim was contested. On 18 October 2017, Employment Judge Vowles directed that the response should be rejected on the basis that it had been filed late and did not include an application to extend time. He advised that judgment may now be issued and that the respondent would be entitled to participate in any hearing only to the extent permitted by an employment judge.
6. The respondent was sent an explanatory note which confirmed that it was still open to the respondent to apply for an extension of time and to request that the response be accepted and that failure to take any action might result in the issue of a judgment. The note also advised the respondent of the right to apply for reconsideration of the decision and the requirement to apply for reconsideration within 14 days of the date of the rejection of the response. The respondent took no further action in relation to the proceedings neither seeking an extension of time for filing a response nor seeking reconsideration of the decision to reject the response as having been filed out of time.
7. The respondent did not attend the hearing and when telephoned by the clerk confirmed that AHC Couriers Ltd was in liquidation and that there was no intention to attend the hearing. On making checks, it appeared that AHC Couriers Ltd had gone into a voluntary winding up and that liquidators had been appointed (David William Tann and Matthew John Waghorn of Wilkins Kennedy LLP, 92 London Street, Reading, Berkshire RG1 4SJ on 1 December 2017). Voluntary liquidation of this type is not a bar to the continuation of proceedings and therefore I went on to deal with the hearing in the absence of the respondent.
8. There being no defence to the sums being claimed by the respondent, I found in favour of the claimant in relation to the claims for unlawful deduction from wages and breach of contract and have awarded compensation in the sum of £1,420.75 for unlawful deduction from wages (£2,727.14 in unpaid wages plus £103.89 in unpaid holiday less £1,410.28 pay received from the respondent).
9. I also upheld the complaint of dismissal without notice and ordered compensation in the sum of £324.66 (one week’s pay).
10. I issue the judgment and makes these awards against AHC Couriers Ltd which I understand to be the correct respondent, exercising my power under the Employment Tribunals Rules of Procedure 2013 to amend the

respondent's details in the light of the agreement between the parties that AHC Couriers Ltd is the correct respondent.

Employment Judge Milner-Moore

Date: 20 / 3 / 2018

Judgment and Reasons

Sent to the parties on:

.....
For the Tribunal Office