



# EMPLOYMENT TRIBUNALS

## Claimant

MISS P WALTERS

## Respondent

TOUCAN RECRUITMENT LIMITED

Heard at: CARDIFF

7 NOVEMBER 2018

Before:

Employment Judge A FRAZER  
(sitting alone)

Claimant: Miss P Walters

Respondent: No attendance

## RULE 21 JUDGMENT

1. The Claimant's claims for breach of contract, unauthorised deductions from wages and failure to issue an itemised pay statement are upheld.
2. The Respondent shall pay to the Claimant **£1, 724.94**.
3. The Respondent failed to issue an itemised final pay statement to the Claimant in accordance with s.8 of the Employment Rights Act 1996 in respect of her July pay. This ought to have detailed the amount of her statutory sick pay of £165.69 between 2<sup>nd</sup> and 12<sup>th</sup> July 2018; her bonuses of £70; her notice pay of £1,375 and her holiday pay upon on termination, which was 1.8 days at £114.23.

## REASONS

1. The Respondent did not file a response within the 28 day timescale in accordance with Rule 16 of the Employment Tribunal Rules of Procedure and I was satisfied that I was able to determine the claim on the evidence before me. The Tribunal did not receive any other communication from the Respondent and there was no representative of the Respondent present at the hearing.
2. I heard evidence from Miss Walters. She was signed off sick from the Respondent between 2<sup>nd</sup> and 12<sup>th</sup> July 2018. On 11<sup>th</sup> July 2018 she emailed Mr Eckley and Mr Nicholas, Directors of the Respondent, and requested a meeting. The meeting took place on 12<sup>th</sup> July during which the Claimant resigned. Mr. Eckley informed her that she would have been required to work a four-week notice period but that she would be paid in lieu of notice. At the meeting it was also agreed that she would be paid one week and four days' statutory sick pay, a bonus of £70 for two placements (which comprised commission of £20 in respect of one placement and £50 in respect of the other), and any accrued but untaken holiday.
3. On 31<sup>st</sup> July 2018 the Claimant messaged Mr Nicholas to enquire when she would be paid. He said that pay would take slightly longer due to the calculation of her final salary. She was informed that the cheque would be in the post with her P45 and should arrive by 7<sup>th</sup> August 2018. That was the last contact that the Claimant had with Mr Nicholas. To date, the Claimant has not received her final payslip, the final payments owing to her as agreed or her P45 from the Respondent.
4. I find that the Respondent has made unauthorised deductions from the Claimant's wages in that it has failed to pay her the holiday pay, statutory sick pay and the bonus payments to which she was entitled. It has also breached her contract of employment by failing to pay her notice, which both parties had agreed to be 4 weeks.

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Employment Judge A Frazer  
Dated: 7 November 2018

JUDGMENT SENT TO THE PARTIES ON

.....24 November 2018.....

.....  
FOR THE SECRETARY OF EMPLOYMENT  
TRIBUNALS

**NOTE:**

This is a written record of the Tribunal's decision. Reasons for this decision were given orally at the hearing. Written reasons are not provided unless (a) a party asks for them at the hearing itself or (b) a party makes a written request for them within 14 days of the date on which this written record is sent to the parties. This information is provided in compliance with Rule 62(3) of the Tribunal's Rules of Procedure 2013.