



THE EMPLOYMENT TRIBUNALS

Claimant
Mr S Perry

Respondent
Adjustopen Ltd t/a Solutions Recruitment

EMPLOYMENT JUDGE GARNON
MADE AT NORTH SHIELDS

ON 2nd January 2018

JUDGMENT (Liability and Remedy)
Employment Tribunals Rules of Procedure 2013 –Rules 21and 37

- 1 The claim of wrongful dismissal (breach of contract) is well founded . I award damages to be paid by the respondent to the claimant of £ 2408
2. The claim of unlawful deduction of wages is well founded. I order the respondent to repay to the claimant £ 1346 gross of tax and National Insurance
3. The claim for compensation for untaken annual leave is well founded. I order the respondent to pay compensation to the claimant of £ 2692 gross of tax and National Insurance
4. The Hearing listed for 25th January is vacated

REASONS

1. The claim was presented and served initially on the respondent's trading address. There was some confusion as to the proper name of the respondent which was resolved and the claim re-served on its registered office. The response was due by 27th December 2017 but none was received.
- 2 I am required by Rule 21 of the Employment Tribunals Rules of Procedure 2013 to decide on the available material whether a determination can be made and , if so, obliged to issue a judgment which may determine liability and remedy. I have in the claim form and further information provided in response to an order by Employment Judge Johnson sufficient to enable me to find the claims proved on a balance of probability and to determine the accuracy of the sums claimed.
3. The law relating to unlawful deduction of wages is in Part 2 of the Employment Rights Act 1996 The Working Time Regulations 1998 say in Regulation 14 that where a worker's employment is terminated during the course of his leave year, and on the date on which the termination takes effect the proportion he has taken of the leave to which

he is entitled in the leave year under regulation 13(1) differs from the proportion of the leave year which has expired. his employer shall make him a payment in lieu of untaken leave calculated by a formula which the claimant has correctly applied . Such sums are awarded gross of tax . The common law provides a contract of employment may be brought to an end by notice. Dismissal without such notice is termed "wrongful". Damages for wrongful dismissal are the net pay due during the notice period (see Addis v The Gramophone Company)

TM Garnon Employment Judge

Date signed 2nd January 2018