



THE EMPLOYMENT TRIBUNALS

Claimant: Mr H Stokell

Respondent: C& C Bars Limited

Heard at: Teesside Justice Hearing Centre **On:** Thursday 20th December 2018

Before: Employment Judge Johnson sitting alone

Members:

Appearances:

Claimant: In Person

Respondent: No Attendance & No Appearance

JUDGMENT

1. The claimant's complaint of unauthorised deduction from wages is well-founded and succeeds. The respondent is ordered to pay to the claimant the sum of £546.59 in respect of wages unlawfully deducted. This is a net amount and the respondent shall be responsible for the payment of any income tax and national insurance contributions thereon.
2. Pursuant to Section 38 of the Employment Act 2002, the Tribunal being satisfied that the claimant has succeeded in his claim and that the respondent has failed to provide the claimant with a written statement of particulars of employment, the Tribunal exercises its discretion and awards the claimant two weeks pay at the rate of £250.00 per week in the total sum of £500.00 as compensation for the respondent's failure to provide him with a written statement of his employment particulars.
3. The total sum ordered to be paid to the claimant by the respondent is £1,046.59.

REASONS

1. By a claim form presented on 8th September 2018 the claimant brought a complaint against the respondent that he was owed the total sum of £546.59 in respect of accrued holiday pay. The claimant worked for the respondent from 28th April 2017 until 25th May 2018. He calculated that he had accrued holiday pay in the sum of £546.59 by the date of his departure.
2. In its response presented on 25th October 2018, the respondent denied that the claimant was owed any accrued holiday pay, insisting that the claimant had been paid for all the holidays taken and had received the sum of £89.76 being accrued holiday pay, which was paid with his last wages.
3. By notice of hearing dated 22nd November 2018 and addressed to the respondent at the address set out on its response form, the parties were informed that the claim would be heard by the Employment Tribunal at Teesside Justice Centre Middlesbrough on Thursday 20th December 2018 at 9.45am. By 10.30am on the 20th December, the claimant was present but no-one was present for or on behalf of the respondent.
4. The claimant gave evidence under oath and confirmed the accuracy of the statement set out in his claim form. The claimant confirmed that he was owed the sum of £546.59 in respect of accrued holiday pay. The claimant further confirmed that he had never received a written statement of his terms and conditions of employment.
5. The Tribunal accepted the claimant's evidence given under oath and rejected the contents of the response form insofar as it conflicted with the evidence of the claimant. The Tribunal ordered the respondent to pay to the claimant accrued holiday pay in the sum of £546.59.
6. The Tribunal was further satisfied that the respondent had failed to provide the claimant with a written statement of his terms and conditions of employment. Pursuant to Section 38 of the Employment Act 2002 the tribunal is satisfied that the claimant has succeeded in a claim set out in Schedule 5 thereof and awards the claimant two weeks pay as the minimum amount of compensation payable in those circumstances. The claimant confirmed that his average weekly pay when he was employed by the respondent was £250.00 per week.

EMPLOYMENT JUDGE JOHNSON

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON**

27 December 2018

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2501708/2018**

Name of case(s): **Mr H Stokell** v **C&C Bars Ltd**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: **10 January 2019**

"the calculation day" is: **11 January 2019**

"the stipulated rate of interest" is: **8%**

MISS K FEATHERSTONE
For the Employment Tribunal Office

INTEREST ON TRIBUNAL AWARDS

GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at www.gov.uk/government/collections/employment-tribunal-forms

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.