



# EMPLOYMENT TRIBUNALS

**Claimant:** R A Rushby

**Respondent (1):** Boilerserveuk Ltd

**Respondent (2):** Solar Serve Ltd

**HELD AT:** Sheffield

**ON:** 18 June 2018

**BEFORE:** Employment Judge Brain

## REPRESENTATION:

**Claimant:** In person

**Respondent:** No attendance or representation. Appearance not entered

# JUDGMENT

The Judgment of the Employment Tribunal is that:-

1. Upon the claimant producing a statement of employment terms and conditions showing his employer as Solar Serve Ltd (which has as its registered office the same postal address as Boilerserveuk Ltd) and upon the respondent presenting a notice of appearance (out of time) giving Solar Serve Ltd as the claimant's employer it is in the interests of justice that Solar Serve Ltd be joined into these proceedings as second respondent. Solar Serve Limited having had the opportunity to respond to the claimant's claim, service of the claim form upon Solar Serve Limited is dispensed with.
2. The respondents' application for an extension of time to present their notice of appearance is refused.
3. The claimant was in the joint employment of Boilerserveuk Ltd and Solar Serve Ltd who are jointly and severally liable for the amounts claimed by the claimant.
4. By mutual agreement, the claimant's contract of employment came to an end on Friday 23 February 2018. The respondents have not paid the claimant for work that he undertook on 14, 15, 16, 18 and 19 February 2018. The claimant's daily rate of pay is £100 gross and accordingly the respondents shall pay to the claimant the sum of £500 which has been unlawfully deducted.

5. The claimant incurred the sum of £26 by way of expenditure upon material for the benefit of the respondents. The respondents have failed, in breach of contract, to reimburse the claimant that outlay.
6. The claimant had accrued four days of holiday during the annual leave commencing on 1 January 2018 as at the date of termination of the contract of employment. The claimant had taken one day of annual leave (on 1 January 2018). He therefore accrued three days of annual leave (which accrual continues through the period of statutory paternity leave which the claimant took). Accordingly, the respondents shall pay to the claimant the sum of £300 as compensation for three days' accrued leave which was untaken at the date of termination.
7. The respondents shall therefore pay to the claimant the total sum of £826 which sum shall be paid no later than 14 days from the date upon which this Judgment is sent to the parties.
8. The respondents having failed to enter a notice of appearance within time and there being no reasonable prospect of the respondent successfully defending the claimant's claims in any event it is the judgment of the Tribunal that the respondents have conducted matters unreasonably. Accordingly, the respondents shall pay to the claimant an additional sum of £152 by way of reimbursement of the claimant's expenses incurred in attending today. This sum is made up of:-
  - 7.1. £12 travel costs.
  - 7.2. £140 for loss of earnings.
8. The additional sum of £152 shall also be paid within 14 days of the date upon which this Judgment is sent to the parties.

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Employment Judge Brain  
Date 29/06/2018

Note - Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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