



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr T Turner

**Respondent:** IM Bristol Limited

**Heard at:** Bristol **On:** 11 October 2019

**Before:** Employment Judge Reed sitting alone

**Representation**

**Claimant:** In Person

**Respondent:** No Attendance

## JUDGMENT

1. The respondent made an unauthorised deduction from the wages of the claimant and is directed to pay him £585.
2. The respondent breached the contract of the claimant by failing to give notice of dismissal and the claimant is awarded damages in the sum of £264.
3. The respondent failed to provide the claimant with a statement of principal terms of employment and the claimant is awarded £577.50.
4. The respondent's employer's claim is dismissed.

# REASONS

1. In this case the claimant Mr Turner brought a number of claims against his former employer, IM Bristol Limited (“the Company”). He said he had been summarily dismissed on 29 April 2019, in breach of contract. He further claimed that the Company had not paid him his wages in their entirety up to that date and furthermore that he had not been provided with a contract of employment or a statement of principal terms of employment.
2. In its response the Company indicated that a deduction had been made from the wages otherwise due to Mr Turner because he had taken more holiday than that which he was entitled to. An employer’s claim or counterclaim was also lodged, on the basis that on 29 April Mr Turner (as he conceded) had been late for work and it was alleged that the Company had (by reason of his breach of contract) suffered loss.
3. By email dated 10 October, the Company sought a postponement of the instant hearing, which was declined by email of that date. There was no attendance before me on behalf of the Company.
4. Following the determination of this case I was given an email sent by the respondent at 8.17 on the morning of the hearing, repeating the application for a postponement.
5. Our email of 10 October made it clear that the application for postpone might be renewed at the commencement of the hearing, when the parties were all present. In fact, the thrust of the application is that the respondent needs to produce further evidence relating to the efforts the claimant made to contact them on the date on which he attended work for the last time. In fact, that is a matter of only peripheral relevance. On the face of it, it could only have any bearing on proceedings in relation to the respondent’s employer’s claim that it lost out financially because of the claimant’s lateness.
6. In any event, in the absence of anyone at the hearing for the respondent I would not have granted the postponement sought even if I had received the email.
7. I took evidence from Mr Turner under oath which I accepted as true. He confirmed the contents of his claim form.
8. He had been informed by the Company that (after deductions for purchases made by him), he was entitled to a payment representing 134.17 hours up to the day of dismissal. His hourly was £8.25, so the gross sum due to him was £1,106.90. In fact, he received a net sum of £462.
9. The difference appeared to relate to the deduction for holiday taken beyond his entitlement. However, the right to make any such deduction only exists where there is, in effect, a written agreement between the parties to that effect. There was no such agreement here.

10. The net sum due to the claimant for the work in question was £1,047. He in fact received £462, so the further sum due to him was £585.
11. The claimant was dismissed without notice. There was no question of his having committed gross misconduct and accordingly, he was entitled to a week's notice, during which he would have worked for 35 hours. At £8.25 per hour he would have earned a gross sum of £288.75, or a net sum of £264.
12. I accepted his evidence that he undertook no paid work during that week and therefore the sum of £264 was due to him.
13. I also accepted his evidence that he had not received a contract of employment and he was therefore entitled to an award representing two weeks' pay, or £577.50.
14. Since there was no attendance on behalf of the Company, it was not possible for them to establish their employer's claim (ie their counterclaim), which was therefore dismissed.

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Employment Judge Reed

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Date 29 October 2019