



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss R Begom

**Respondent:** Standby Healthcare Ltd

**Heard at:** North Shields **On: 10 December 2019**

**Before:** Employment Judge Sweeney (sitting alone)

**Representation:**

For the claimant: In person,  
For the respondent: No appearance

## JUDGMENT ON REMEDY

**Employment Tribunals Rules of Procedure 2013 – Rule 21**

1. The Respondent is ordered to pay the Claimant the sum of **£24,871.19**

## REASONS

2. The Claimant obtained a judgment against the Respondent in respect of claims of unfair dismissal, breach of contract (notice pay and failure to pay pension contributions), unlawful deduction of wages and failure to pay compensation for untaken annual leave under regulation 30 Working Time Regulations 1998. That judgment was sent to the parties on 21 November 2019.
3. The matter was set down for a Remedy Hearing on 10 December 2019 and it came before me. The Claimant represented herself and there was no appearance from the Respondent. The Claimant, Ms Begom, gave evidence as to her losses.
4. I had sufficient information to enable me to make an award in favour of the Claimant.

### **Wrongful dismissal / breach of contract**

5. The Claimant was dismissed without notice on 21 June 2019. She was entitled to 1 month's notice.
6. The Tribunal awards the Claimant **£2,916.67** by way of damages for breach of contract.

### **Unfair dismissal Basic Award**

7. The Claimant is entitled to a basic award of **£1,050** (2 years x £525).

### **Compensatory Award**

8. The Claimant obtained a new job on 22 July 2019. However, she lost that job in September 2019 as a result of the owner of Standby Healthcare, Mr Williams, contacting her new employer. She was out of work from 19 September 2019 until 01 November 2019. She is now in employment but earning less than she earned with her previous employer. Her new job pays a basic salary of £30,000 plus commission. With the Respondent she earned £35,000 basic plus better commission. The Claimant believes that she should be able to mitigate her losses fully after about 6 months when her probationary period ends. However, she is currently suffering a shortfall of £2,000 a month net.
9. During the 6 weeks she was out of work, she lost net pay of £670 a week, or a total of **£4,020**. She claims this by way of compensation. She also claims future losses of **£12,000** (6 months x £2,000). She claims compensation in respect of overdraft fees and bank charges of **£450** (a copy of which she showed me on her phone). In addition, she claims a sum of **£450** in respect of the loss of statutory rights. She claims a total compensatory award of **£16,920**.

### **Holiday pay**

10. In terms of holiday pay the Claimant claims a payment of £1,980. She earned an average of £3,916.67 (including an amount by way of commission of about £1,000). Her daily rate of pay for the purposes of holiday entitlement was £180. She was entitled to 11 accrued but untaken days annual leave, resulting in a payment of **£1,980**.

### **Breach of contract – pension contributions**

11. Each month the Respondent deducted sums from the Claimant's wages. It was supposed to pay those sums to the pension provider (NEST). It did not. Further, the Respondent failed to pay the matched contributions which it had agreed with the Claimant that it would pay. The Claimant has been in touch with NEST and has received confirmation that the contributions have not been paid. The Respondent has been reported to the pensions regulator.
12. The Claimant claims the sum of **£2,004.52** as damages for breach of contract. This is calculated according to the pension payments which she made and which were not paid

over to the provider as well as the matched contributions which the respondent was obliged to but failed to pay.

13. I am satisfied on the evidence before me that all of the above losses have been sustained by the Claimant; that it is just and equitable to award the compensatory award which is set out in this judgment and that the Claimant should be awarded damages for breach of contract and compensation for failure to pay her in respect of untaken annual leave.

14. Therefore, the awards are as follows

**Unfair Dismissal**

15. Total award: **£17,970;**

**Wrongful dismissal**

16. **£2,916.67**

**Breach of contract (pension)**

17. **£2,004.52**

**Holiday pay**

18. **£1,980**

**19. TOTAL AWARD: £24,871.19**

Employment Judge **Sweeney**

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Date: 11 December 2019