



EMPLOYMENT TRIBUNALS

Claimant: Mrs S Gibson

Respondent: Fuse Assurance Solutions Ltd

Heard at: Manchester

On: 16 December 2019

Before: Employment Judge Feeney

REPRESENTATION:

Claimant: In person

Respondent: Not in attendance

JUDGMENT

The judgment of the Tribunal is that:

1. The claimant is allowed to amend her claim to bring a breach of contract claim in respect of the failure to pay notice pay.
2. The claimant's claims succeed as follows:
 - (1) The respondent made an unlawful deduction of wages in failing to pay the claimant for 11 days between 1-19 August 2019;
 - (2) The respondent made an unlawful deduction of wages in failing to pay the claimant her holiday pay entitlement of 6.5 days under the Working Time Regulations on the termination of her employment;
 - (3) The respondent failed to pay the claimant her contractual notice pay of one week.

Remedy

3. In respect of the above claims the claimant is awarded and the respondent ordered to pay as follows:

Unlawful deductions of wages

11 days at £153.82 net £1,692.07

6.5 days holiday (for the period 22 May to 27 August 2019) at 3153.82 net £999.85

Breach of contract

One week's net pay £769.12

Total award £3,461.04

Employment Judge Feeney

Date:16 December 2019

JUDGMENT SENT TO THE PARTIES ON

28 January 2020

FOR THE TRIBUNAL OFFICE

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.

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: **2413752/2019**

Name of case: **Mrs S Gibson** v **Fuse Assurance Solutions 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: **28 January 2020**

"the calculation day" is: **29 January 2020**

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

For the Employment Tribunal Office