



EMPLOYMENT TRIBUNALS

Claimant: Ms Caroline Snee

Respondent: International 365 Coaching Ltd

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

- 1. The claim of unlawful deduction of wages (arrears of pay) against the Respondent is well-founded. The Respondent is ordered to pay to the Claimant the gross sum of £8,615.32**
- 2. The claim of in respect of unlawful deductions in respect of accrued and unpaid holiday pay against the Respondent is well-founded. The Respondent is ordered to pay to the Claimant the gross sum of £1,753.84.**
- 3. The claim of breach of contract in respect of failure to pay employee pension contributions (of £1,151.96) and employer's pension contributions (of £906.54) is well-founded. The Respondent is ordered to pay the Claimant damages of £2,058.50.**
- 4. The total amount the Respondent is ordered to pay the Claimant is £12,427.66.**

REASONS

1. The claimant was employed by the Respondent for just under 7 years until 30 September 2019 when she resigned. The Respondent company ran into financial difficulties and struggled to pay its employees' wages. The Claimant resigned as a result of non-payment of wages. At the date of termination of her employment she was owed 14 weeks' wages at the gross weekly rate of £615.88 amounting to £8,615.32. She had accrued 14.25 days of untaken holiday in the holiday year since 01 January 2019, which equated to a payment of £1753.84. The Respondent had deducted from her pay during that period monies which it was supposed to pay as employee contributions towards her workplace pension but it failed to do so. It also failed to pay the employer contributions which it had contractually agreed to pay on her behalf.

2. Under rule 21 of the Tribunal Rules of Procedure 2013, where on the expiry of the time limit in rule 16 no response has been presented and no application for a reconsideration is outstanding, an employment Judge shall decide whether on the available material, a determination can properly be made of the claim or part of it. If there is, the judge shall issue a judgment, otherwise a hearing must be fixed before a judge alone. As no response was served by the Respondent and as there were 5 other claimants all of whom claimed against this respondent or a respondent with common directors and shareholders, all 6 claims were listed before me on 24 March 2020. The key issue appeared to be the identification of the correct respondent.
3. The Respondent was represented at that hearing by Mr Maurice Duffy (himself a named response in a linked claim by another claimant) the director and major shareholder of the Respondent. Although no response had been received in respect of any of those cases, Mr Duffy was given permission by me to make observations at the hearing and which were reflected in the case management summary subsequently sent to the parties. Mr Duffy confirmed that none of the sums claimed was in dispute.
4. The Claimant was entitled to terminate her contract immediately (by reason of the fundamental breach of contract in failing to pay wages) and to claim by way of damages in respect of her 4 weeks' contractual notice entitlement. In the information which she provided to the tribunal she set out what income she earned during that period. The amount awarded in respect of notice pay reflects the amounts earned by the Claimant in mitigation during what would have been her notice period. During that period her net pay would have been £1,847.52. However, she earned approximately £948 net in that period.
5. I was satisfied, following the preliminary hearing as to the correct identity of the employer. I also considered that I had sufficient information to enable me to issue a judgment and was satisfied that the sums claimed were not in dispute. Therefore, I was satisfied that there was sufficient material to enable me to determine the claims as above.

Employment Judge **Sweeney**

Date: 8 June 2020