



EMPLOYMENT TRIBUNALS

Claimant: Callum Fysh

Respondent: Hedley Design Limited

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The claim of unlawful deduction of wages (arrears of pay) is well-founded and succeeds. The Respondent is ordered to pay to the Claimant the gross sum of £1,474.36
2. The claim in respect of accrued and unpaid holiday pay is well-founded and succeeds. The Respondent is ordered to pay to the Claimant the gross sum of £884.60.
3. The claim of breach of contract in respect of failure to pay employee pension contributions (of £1,090.75) and employer's pension contributions (of £818.10) is well-founded and succeeds. The Respondent is ordered to pay the Claimant damages of £1908.85.
4. The total amount the Respondent is ordered to pay the Claimant is £4,267.81.
5. The Hearing on 1 March 2021 is cancelled.

REASONS

1. On 01 December 2020, the Claimant presented a Claim Form to the Tribunal in which he brought complaints of:
 - a. unlawful deduction of wages (under section 23 Employment Rights Act 1996);
 - b. failure to pay accrued but untaken holiday pay on termination of employment (Regulation 30(1)(b) Working Time Regulations 1998);
 - c. breach of contract for failure to pay pension contributions
2. The proceedings were served on the Respondent at the address provided by the Claimant (Meadowfield House, Meadowfield, Newcastle) with a response date of 15

January 2021. They were subsequently re-served on 18 January 2021 at the Respondent's registered office with a response date of 15 February 2020. Again, no response was returned.

3. 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. The Claimant provided further information of the amounts claimed in emails to the Tribunal dated 18 January 2021, 20 and 30 January 2021.
4. As at the date of termination of employment, the Claimant had not been paid his gross salary of £1,474.36 in respect of the last month of his employment. He had by the date of termination accrued 20 days annual leave but taken 10. The gross daily rate of £88.46 meant that he was entitled to a payment in respect of that untaken leave of £884.60. The Respondent was contractually obliged to pay employer and employee pension contributions to NEST but failed to do so. The Claimant provided letters from NEST setting out details and amounts of pension contributions not received. In his email to the Tribunal of 30 January 2021, the Claimant provided a detailed breakdown of the total amount of employer and employee contributions amounting to £1,908.85.
5. I was satisfied that I had sufficient information to enable me to issue a judgment.

Employment Judge **Sweeney**

Date: 17 February 2021