



EMPLOYMENT TRIBUNALS

Claimant: Miss M Silvestri

Respondent: Sans Consulting Limited

HELD AT: Manchester (by CVP) **ON:** 14 April 2021

BEFORE: Employment Judge Phil Allen (sitting alone)

REPRESENTATION:

Claimant: In person

Respondent: Not represented, no response having been submitted

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

The Judgment of the Tribunal is that:

1. The respondent has made an unauthorised deduction from the claimant's wages and is ordered to pay the claimant the gross sum of **£2,891.67**.
2. The claimant was dismissed in breach of contract in respect of notice and the respondent is ordered to pay damages to the claimant in the sum of **£1,491.67**.
3. The respondent breached the claimant's contract in respect of the payment of expenses and is ordered to pay damages to the claimant in the sum of **£32**.

REASONS

1. The claimant claimed unlawful deduction from wages and breach of contract. No response was presented to the claims by the respondent.
2. The hearing was conducted by CVP remote video technology. It was attended by the claimant. She gave evidence under oath. An interpreter also attended. The claimant had provided a bundle in advance of the hearing.

3. The Tribunal makes the following findings:
- a. The claimant was employed by the respondent from 17 February 2020 until 30 June 2020;
 - b. The claimant was not paid her salary due in June 2020. Based on an annual salary of £17,900, the one month's pay due was £1,491.67. The claimant was also due a bonus of £900 for completing the internship contract and an additional payment of £500 for some specific work undertaken. None of these sums have been paid. There was no lawful reason for the non-payment or for these deductions;
 - c. The claimant's contract was terminated in breach, without notice. The claimant was entitled to thirty days' notice. The damages for the claimant's loss are equivalent to amount the claimant would have been paid for that notice period, that is £1,491.67.
 - d. £32 expenses were due to be reimbursed to the claimant. The claimant has not been paid this amount. The contract confirmed that expenses incurred by her would be reimbursed.

Employment Judge Phil Allen

Date: 14 April 2021

JUDGMENT SENT TO THE PARTIES ON

22 April 2021

AND ENTERED IN THE REGISTER

FOR THE TRIBUNAL OFFICE



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: 2413686/20
Miss M Silvestri v Sans Consulting Limited

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: 22 April 2021

"the calculation day" is: 23 April 2021

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

MR S ARTINGSTALL
For the Employment Tribunal Office

INTEREST ON TRIBUNAL AWARDS

GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at

www.gov.uk/government/collections/employment-tribunal-forms

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.