EMPLOYMENT TRIBUNALS

Claimant:	**Mr H Abedi**
Respondent:	**Staton Young (Anglesey) Limited**
Heard at:	Tribunals Hearing Centre, 50 Carrington Street, Nottingham, NG1 7FG
On:	22 June 2021
Before:	Employment Judge Adkinson sitting alone
Appearances	
For the claimant:	In person
For the respondent:	Ms S Colmer, operations director

JUDGMENT

After hearing from the parties,

1. the Tribunal orders with the parties' consent that the respondent's title is amended to "**Staton Young (Anglesey) Limited**";
2. the Tribunal declares that at all material times the respondent employed the claimant;

And the Tribunal further orders that:

3. The claimant was redundant, and therefore the respondent must pay a redundancy payment to the claimant of £1,200;
4. The respondent has unfairly dismissed the claimant. Because of the redundancy payment, the basic award is reduced to zero**.** The respondent must therefore pay to the claimant a compensatory award of £1,600;
5. The respondent wrongly dismissed the claimant. The respondent must therefore pay to the claimant notice pay of £1,200;
6. The respondent failed to provide written particulars of employment to the claimant. Therefore, the respondent must pay to the claimant the sum of £1,600.
7. The claimant's claim that the respondent has made unauthorised deductions from his wages is adjourned to a date to be notified with directions to follow.

REASONS

1. Mr Abedi brings claims for unfair dismissal, redundancy payment, notice pay and unauthorised deductions from wages against the respondent. He also alleges the respondent has failed to provide to him a statement of written particulars of employment.

2. He had presented claims against 2 other respondents, but they were rejected because he had not taken part in the early conciliation process with them as individuals.

3. In essence he claims that Staton Young employed him from 10 June 2017 to 23 December 2020 as a labourer. He says he was summarily and unfairly dismissed without any warning from his role. He says he was redundant. He also alleges there is a significant amount of unpaid wages owed by the respondent to him. He accepts if he is

4. The respondent's defence is simple: they have never employed Mr Abedi. They say his relationship with them was that of a self-employed contractor.

The hearing

5. The hearing was a hybrid hearing. Mr Abedi and the Tribunal were in person, everyone else attended remotely.

6. Mr Abedi represented himself. He had the assistance of a court-appointed interpreter, Mr S Omidvar who attended by video link, to translate from English to Farsi. I have been given no reason to believe there were any communication difficulties. I am grateful to Mr Omidvar for his help.

7. Ms Colmer attended by video link.

8. There were a few problems with the video link. However, these were quickly resolved and had no significant impact on the length of the hearing and no impact on the fairness.

9. Neither party nor the interpreter required a reasonable adjustment to take part in the hearing.

10. The Tribunal took breaks roughly every hour to give Ms Colmer and Mr Omidvar a break from the screen (in accordance with Health and Safety Executive guidelines) and Mr Omidvar a rest from translation.

11. At lunchtime the hearing was close to finishing. With the parties' agreement the Tribunal sat into the lunch time for an extra 20 minutes that the case ended without the need to attend in the afternoon.

12. Mr Abedi had sent to the Tribunal documents in mid-May 2021 that he relied on to show he was employed. They are extracts from Companies' House that show who the respondent's directors are, some text messages from "Elaine" and Mr Abedi's bank statements. There were no other documents such as invoices, pay slips, contracts or the like. The respondent had not provided any documents and did not ask for time to send any in.

13. There were no witness statements. Each party had presented a claim or response and I considered it proportionate simply to rely on the claim,

response, documents presented and supplement it with oral evidence from each party. Each party agreed with this approach. With the parties' agreement, each witness was sworn in at the start so that anything they said was capable of being evidence. Once sworn in, I began by clarifying the case and the issues. I went through the evidence with each witness, then allowing the other party to ask any questions once I had asked mine. Each party was allowed at the end to make closing remarks. I am grateful to everyone for the help they have provided to me.

14. Mr Abedi alleges he has not been paid £6,740 of wages. The first time it was broken down was at the hearing. The respondent was not aware of the breakdown. While Mr Abedi disputes the respondent did not know, the Tribunal certainly was not aware of the breakdown. With everyone's agreement Therefore it was agreed if that he were an employee, then there would be a separate process to determine that figure.

15. I am satisfied that there was a fair hearing to all parties. Neither party raised any issue about fairness with me. Except for the issue in relation to unpaid wages, I note that neither party asked for example for an adjournment for any reason.

16. In coming to my decision, I have taken into account the evidence each party gave, their submissions and the documents I have referred to above.

17. The parties agreed that the working relationship was always between Mr Abedi and Staton Young (Anglesey) Limited. Therefore, the parties agreed that Staton Young (Anglesey) Limited were the correct respondent and potential employer and that the respondent's name be amended accordingly.

The issues

18. The respondent sensibly concedes that, if they did employ the claimant, their dismissal of him was unfair because they followed no fair procedure. They also concede that, if he were an employee, they did not pay any due notice pay and that they have not provided him with any written particulars of employment.

19. I explained to Mr Abedi, and he said he understood, that if he recovered a redundancy payment, he would effectively not get a basic award for unfair dismissal too. Mr Abedi did not seek argue both were recoverable.

20. Mr Abedi seeks only compensation. Mr Abedi does not seek reinstatement or re-engagement.

21. The respondent does not allege that Mr Abedi was guilty of culpable or blameworthy conduct. The respondent does allege that, were he an employee, his employment would have ended anyway because the projects he worked on had come to an end, because he was, in a lay sense, redundant. Therefore, if the respondent did employ the claimant., the Tribunal has to consider what would have happened had it followed a fair procedure (the rule in **Polkey** which I set out below).

22. If the respondent employed the claimant, then the issue of unpaid wages must be considered separately for the reasons I gave above.

23. The main issues for me to determine therefore are:

23.1. Did the respondent employ the claimant?

23.2. If so,

23.2.1. Was he dismissed for redundancy and if so, what redundancy payment is he entitled to?

23.2.2. What basic award and compensatory award is he entitled to for unfair dismissal?

23.2.3. How much notice pay is he entitled to?

23.2.4. Should I make an award for failure to provide written particulars of employment and if so, should it be between 2 or 4 weeks?

Facts

24. I am satisfied that each witness has done their best to tell me what they believe to be the truth.

25. I did not hear evidence from the respondent's director Mr M Brough. Mr Brough is named in the narrative of the claim form. Mr Abedi alleges it was he who offered employment to him in 2017. Ms Colmer told me that Mr Brough did not attend because he had commitments elsewhere, though they were not specified.

26. I would expect the respondent to have called Mr Brough to give evidence. Because of his direct involvement he could have shed light on the relationship. There had been no application for an adjournment because of those commitments or explanation why they could not be moved. I do not find the explanation for his non-attendance attractive.

27. I therefore conclude that where there are conflicts in the evidence of the parties and Ms Colmer's evidence is simply to relate what Mr Brough has told her, it is Mr Abedi's evidence that I should accept. The reasons are Mr Brough has provided no good explanation not to attend and give oral evidence, nor has he applied to adjourn. I conclude from that he has deliberately decided not to attend and allow his evidence to explored to assess its strength. Where Ms Colmer relies on what Mr Brough told her, she can shed no extra light on the issues. Further there was nothing in her evidence that led me to believe that I could safely assume he had relayed to her the whole truth as he believed it to be. There is nothing either that I can cross-refer his evidence to, such as documents, that allows me to assess the veracity of what he has told Ms Colmer. On the other hand, Mr Abedi has attended, allowed the respondent and Tribunal to ask questions and have given generally coherent responses and produced some documents in support. I have no information by which I can assess the credibility of Mr Brough's recollection to Ms Colmer. His failure to attend, his lack of good reason for doing so, the general lack of documentation, the fact Ms Colmer is relying on hearsay about early events, that Mr Abedi was a direct witness and attended to allow himself to be asked questions and that Mr Abedi was a truthful witness leads me to conclude that where there is a conflict of evidence about earlier events and in particular the

commencement of the relationship between the parties, I should prefer Mr Abedi's evidence.

28. I do not doubt Ms Colmer has done her best to relate to me as accurately as possible what she has been told about events of which she has no knowledge. However, her honesty cannot strengthen the untested hearsay evidence of Mr Brough who chose not to attend.

29. Therefore, I make the following findings of fact on the balance of probabilities.

30. Staton Young group is involved in the provision of serviced office, bars etc in and about Derby and Nottingham. The respondent itself is one company of many that fall within that group.

31. The respondent's director is Mr M Brough and Ms Colmer is the operations director. She also deals with human resources.

32. Before 2017, Mr Abedi worked for the respondent through an employment agency as a labourer.

33. In spring 2017, the project on which Mr Abedi was working was about to end. There were 15 agency workers on the project.

34. Mr Brough approached Mr Abedi and asked if he would like to work directly for the respondent. They agreed he would be paid £400 per week and would work for 40 hours per week. Mr Brough requested Mr Abedi provide to the respondent a copy of his passport and national insurance number (which Mr Abedi did). None of the conversation or agreement was documented. He started to work as requested by the respondent. The other agency workers were let go.

35. The work that he did was manual labour. He was involved in the demolition or removal of walls, doors etc from buildings that were being converted and removal of the rubble. He did not necessarily work alone. He often worked alongside the respondent's other contractors, taking direction from them. There is no evidence the respondents directly told him what to do, though they told him which sites to attend and agreed hours and absence with him directly. There is no suggestion he personally had contracted with these contractors at any time. In my opinion the only sensible inference is that the respondents had delegated to those contractors the role of allocation of duties to Mr Abedi. In the circumstances those contractors acted as agents in this regard for the respondent in directing Mr Abedi as to the tasks the respondent wished him to perform.

36. The tools that Mr Abedi used were hammers, pick axes and the like, and sacks to transport waste to the skips. Mr Abedi says he did not provide any of the tools or equipment he used for the tasks that he undertook. Ms Colmer told me that the respondent did not provide the pick axes. She accepted they provided other tools by hiring them in and paying for them – even for their contractors who were unquestionably self-employed. She told me that the respondent was guilty of naivety on this issue and that they realise now self-employed contractors should provide their own tools. Ms Colmer was not on site supervising the work (though she did check the contractors and Mr Abedi had attended). Weighing up everything I accept

that the respondent did not provide the claimant with a pick-axe. It is difficult to imagine they had such a tool. However, I accept Mr Abedi's evidence that he did not supply it either. I conclude that the pick axe was supplied by one of the respondent's contractors for Mr Abedi to use in order to perform the work they had allocated to them. Further to my earlier conclusion, this must have been provided in their role as the respondent's agent in allocating work to Mr Abedi. All other tools or equipment was provided by the respondents or their contractors, again to perform the tasks allocated to Mr Abedi. Logically it follows that no material time did the respondents expect Mr Abedi to provide his own tools or equipment to perform his role.

37. The site where he worked ran from 7am to 4pm when he was expected to be on site. On occasions Mr Abedi had to leave early to get to his second job and he travelled by bus. The respondent agreed to him doing this. Mr Abedi had to take time away from work on occasions, for example, on one occasion to care for his wife. The respondents agreed to this. When he was absent the respondents did not require him to provide a substitute, nor did they source a temporary replacement themselves for Mr Abedi during his absences. When he was absent, the work was covered by other people there.

38. I therefore find as a fact that to vary his hours required the respondent's consent, even if that consent was readily forthcoming and that he was expected to attend work. It is implausible that the respondent would be indifferent to whether he was present or not. If his presence was not needed, then they would have terminated the relationship.

39. I also draw the inference that Mr Abedi was expected personally to do the work expected of him and could not freely substitute another. The reason for this is that the respondent entered into a relationship directly with him. Mr Brough approached him personally. The relationship continued for a number of years. When he was absent, he did not have to find a replacement. If they were not bothered about who did the labour provided it was him or someone provided by him, I think it more likely they would have left it to the contractors to source the labour. The claimant was 38 when he was dismissed and 3 years of continuous employment.

40. There is no suggestion of any long-term breaks in the working relationship. I find as a fact it continued throughout as alleged by Mr Abedi.

41. Mr Abedi says he had to complete time sheets in order to be paid. I have not been shown any time sheets however. He says he did not have to submit invoices to be paid. Ms Colmer says there were no timesheets. He was expected to submit invoices, but he did not do so. However, the respondent did not refuse to pay on any occasion because there were no invoices. I find as a fact that he did not submit timesheets and was not expected to do so. That explains their absence and fits more readily with the regular payment of £400 per week (even if one some occasions the payments themselves were not weekly but aggregated into larger sums to cover multiple weeks or were divided up). I also find as a fact that he was not required or expected to produce invoices. If invoices were expected, then it is more likely the respondent would have chased them and refused

payment in their absence. The fact he was paid in their absence is more consistent with their lack of requirement in the first place

42. The work came to an end in about December 2020. There were no more projects for him to work on. The respondent therefore terminated their working relationship on 23 December 2020. The respondent admits is did not follow any sort of process such as warning, consultation, consideration of representation, looking for alternative work or offering an appeal. The termination was instead summary. The reason was that there was no work for him to do. Mr Abedi does not dispute redundancy (as proven by his claim for a redundancy payment). Neither party suggested there was any suitable alternative employment available in any case within the respondent. I conclude therefore there was none. Neither party suggested that there were others who might or should have been dismissed because of the decrease in work available (i.e. no "pool" beyond Mr Abedi). Therefore, I conclude the only person whose work was at risk of coming to an end was Mr Abedi's

Law

43. The **Employment Rights Act 1996 section 230** provides so far as relevant:

"(1) In this Act "employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.

"(2) In this Act "contract of employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.

"(3) In this Act "worker" (except in the phrases "shop worker" and "betting worker") means an individual who has entered into or works under (or, where the employment has ceased, worked under)—

"(a) a contract of employment, or

"(b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual;

"and any reference to a worker's contract shall be construed accordingly.

"(4) In this Act "employer", in relation to an employee or a worker, means the person by whom the employee or worker is (or, where the employment has ceased, was) employed.

"(5) In this Act "employment"—

"(a) in relation to an employee, means (except for the purposes of section 171) employment under a contract of employment, and

"(b) in relation to a worker, means employment under his contract;

"and "employed" shall be construed accordingly.

"…"

Meaning of employee

44. There is no complete and unchanging list of criteria to determine if a contract is one of employment or one for services. Each case must be considered on its own facts: **Warner Holidays Ltd v Secretary of State for Social Services [1983] ICR 440 QB**.

45. In **Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance [1968] 1 All ER 433 QBD**, McKenna J provided this guidance:

> "A contract of service exists if these three conditions are fulfilled.
>
> "(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master.
>
> "(ii) He agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master.
>
> "(iii) The other provisions of the contract are consistent with its being a contract of service."

46. That passage was approved in **Autoclenz Ltd v Belcher and others [2011] ICR 1157 UKSC**.

47. The obligation on one party to provide work and on the other to accept work are the irreducible minimum of mutual obligation necessary to create a contract of employment: **Carmichael and another v National Power plc [1999] ICR 1226 UKHL**.

48. When looking at the facts, a Tribunal should ask itself if the history of the relationship showed that it had been agreed there was an obligation on the claimant to do at least some work and a correlative obligation on the employer to pay for it: **Dakin v Brighton Marina Residential Management Co Ltd UKEAT/0380/12 EAT**.

49. The mere fact a putative employee can arrange their own hours, holidays and amounts of work does not prevent a contract from being one of employment: **Nethermere (St Neots) Ltd v Gardiner [1984] ICR 612 CA**.

50. The ability of a putative employee to substitute someone to do the work they otherwise would do is a relevant factor. In **Pimlico Plumbers Ltd v Smith [2017] IRLR 323 CA** the Court of Appeal said that:

> "'[84] … In the light of the cases and the language and objects of the relevant legislation, I would summarise as follows the applicable principles as to the requirement for personal performance.
>
> "Firstly, an unfettered right to substitute another person to do the work or perform the services is inconsistent with an undertaking to do so personally.
>
> "Secondly, a conditional right to substitute another person may or may not be inconsistent with personal performance depending upon the conditionality. It will depend on the precise contractual arrangements and, in particular, the nature and degree of any fetter on a right of substitution

or, using different language, the extent to which the right of substitution is limited or occasional.

"Thirdly, by way of example, a right of substitution only when the contractor is unable to carry out the work will, subject to any exceptional facts, be consistent with personal performance.

"Fourthly, again by way of example, a right of substitution limited only by the need to show that the substitute is as qualified as the contractor to do the work, whether or not that entails a particular procedure, will, subject to any exceptional facts, be inconsistent with personal performance.

"Fifthly, again by way of example, a right to substitute only with the consent of another person who has an absolute and unqualified discretion to withhold consent will be consistent with personal performance."

51. The Supreme Court, on appeal, did not comment on these observations. However, the Employment Appeal Tribunal has applied them in **Chatfield-Roberts v Phillips UKEAT/0049/18 EAT**.

Redundancy payment

52. The **Employment Rights Act 1996 Part XI** provides for the right to a redundancy payment if the employee is redundant within the meaning of the **Employment Rights Act 1996 section 139**. This provides that an employee is redundant if, among other possible circumstances, the requirement for employees to do work he was doing had ceased (see the definition of redundancy in the **Employment rights Act 1996 section 139**). The same definition is used in relation to unfair dismissal where the potentially fair reason for dismissal is redundancy. The **Employment Rights Act 1996 section 162** prescribes a formula for calculating payment.

Unfair dismissal

53. Under the **Employment Rights Act 1996** redundancy is a potentially fair reason for dismissal. In **Williams v Compair Maxim [1982] IRLR 83 EAT**, the Appeal Tribunal set out general principles that are the hallmark of a fair procedure: warning, consultation, establishing objective criteria for selection, fair selection in accordance with those criteria, investigate alternative employment. However, the Tribunal noted not every criterion is relevant in every case. In **Polkey v AE Dayton Services Ltd [1988] AC 344 UKHL** (the rule in **Polkey**), the House said a Tribunal must to consider the prospect that an employee might have been dismissed in any event. The approach to the assessment is set out in **Software 2000 Ltd v Andrews [2007] IRLR 568 EAT**:

"The question is not whether the tribunal can predict with confidence all that would have occurred; rather it is whether it can make any assessment with sufficient confidence about what is likely to have happened, using its common sense, experience and sense of justice. It may not be able to complete the jigsaw but may have sufficient pieces for some conclusions to be drawn as to how the picture would have developed." (applied in in **Hill v Governing Body of Great Tey Primary School [2013] ICR 691 EAT**).

54. The **Employment Rights Act 1996 section 119** sets out the formula for a basic award. It is identical to that under **section 162** for redundancy

payments. However, the basic award must be reduced by any award for a redundancy payment: **Employment Rights Act 1996 section 122(4)**. Generally, if a claimant who is redundant is relying on the statutory formulae alone, a claimant will receive only the redundancy award and the basic award is reduced to zero. There are circumstances where that does not happen. That is not the situation here.

Notice pay

55. The **Employment Rights Act 1996 section 86** prescribes that, except in circumstances not applicable here, an employer must give an employee certain minimum notice of dismissal. For 3 whole years of employment, that notice is 3 weeks.

Failure to provide a written statement of employment particulars

56. The **Employment Act 2002 section 38** provides that in cases such as Mr Abedi's case, if an employer has failed to provide a written statement of employment particulars the Tribunal must award 2 weeks' pay as compensation unless that would be unjust or inequitable but may award up to 4 weeks' pay if it is just and equitable to do so.

Conclusions

Employment Status

57. After weighing up the evidence and applying the guidance above I conclude that the respondent employed Mr Abedi from 10 June 2017 to 23 December 2020 as a labourer. I come to this conclusion for the following reasons:

    57.1. Mr Brough personally approached Mr Abedi to work in a direct relationship for them;

    57.2. There was an agreement for a fixed rate with a fixed number of hours each week;

    57.3. Mr Abedi was therefore in a direct relationship with the respondent;

    57.4. Mr Abedi had to supply a copy of his passport and national insurance number. These are documents often produced at the start of employment but are not necessary or usually produced for self-employment;

    57.5. The respondent provided (or had others provide) Mr Abedi with the tools. This is more consistent with employment;

    57.6. The respondent told the claimant what to do, when and where to do it either directly (e.g., which site to work at) or indirectly though their contractors who were their agents in this regard;

    57.7. The respondent agreed leave and variations to hours of employment on a particular day directly with Mr Abedi. The fact that agreement was required is more consistent with employment;

    57.8. Subject to that he was expected to be on site at particular times;

57.9. The respondent paid him directly and regularly for time rather than piecemeal for particular works done or at particular points in the projects. This manner of payment is in my view more consistent with employer-employee relationship than a non-employment relationship;

57.10. In particular the respondent did not require invoices from him before being paid. If he were a non-employee, then it is surprising this was not required. However, the lack of requirement to produce invoices is entirely consistent with employment;

57.11. He was not expected to provide substitution for himself when he was away;

57.12. The relationship was continuous and of long duration which suggests an employment relationship rather than otherwise;

57.13. He was personally expected to perform the labour, rather than simply ensure the labour allocated to him was done (either by him or a substitute).

58. The fact he had time away to care for his wife or was allowed flexibility to leave early to go to a second job are in my opinion as consistent with employment as they are otherwise.

59. In summary he was providing personal services to do what the respondent required him to do, where they required him to do it and at times they required him to do it. He was not free to send someone in his stead. The expectation and agreement in reality was he personally would do it and be paid for hours worked. This is more consistent with employment that self-employment.

Unfair dismissal and redundancy

60. When the respondent summarily terminated the employment, it dismissed him.

61. I am satisfied that there was a fair reason for dismissal: redundancy.

62. The respondent has conceded everything else about the dismissal was unfair. They were correct to do so. Not even the most basic element of a fair process was followed.

63. However, he was dismissed because he was redundant because the requirement for employees to do work he was doing had ceased. If a fair procedure had been followed, I expect he would have been dismissed in any event after 4 weeks from 23 December 2020. This extra time is to allow for consultation and reflection. I do not believe a longer time is justified because this is a single redundancy from a pool of 1 in a situation where there is no suitable alternative employment. The result ultimately would have been the same: dismissal.

Notice pay

64. The respondent had no lawful reason to dismiss Mr Abedi summarily. Therefore, he was wrongly dismissed and is entitled to 3 weeks pay.

Failure to provide a written statement of employment particulars

65. There has been a failure by the respondent to provide a written statement of the particulars of employment.

66. In assessing compensation, I believe the following factors are significant:

66.1. The respondent is part of a group of companies that work in different areas of the economy. It may not be a large employer but it is difficult to accept it has no understanding of employment rights;

66.2. The respondent has a person dedicated to the provision of human resources and so has some sophistication;

66.3. The absence of **any** documentation at all has severely impacted on the ability of the claimant and Tribunal (and respondent for that matter) to understand and identify the nature of the relationship and to analyse the same;

66.4. The requirement is not one that is difficult to comply with. I have been given no reason to believe it places a particular burden on this respondent or this respondent has some limit on its ability to comply;

66.5. The relationship lasted for over 3 years so there has been plenty of time and opportunity to reflect and correct the omission.

67. In the circumstances I do not believe it is unjust and inequitable to make an award, rather I believe it is just and equitable to award 4 weeks' pay.

Remedy

68. I conclude that a weeks' gross pay **and** net pay is £400 because that is what was agreed between the parties and in fact for each week worked, he was paid a net sum of £400.

69. The claimant was redundant and so entitled to a redundancy payment. Applying the **Employment Rights Act 1996 section 162** I order a redundancy payment of

£400 × 3 whole years of employment × 1 = £1,200

70. The claimant was unfairly dismissed. Applying the **Employment Rights Act 1996 section 119** the basic award for unfair dismissal would be

£400 × 3 whole years of employment × 1 = £1,200.

71. However, the redundancy payment must be set against that. The effect is that the basic award is reduced to **zero**.

72. Because the claimant would have been dismissed in any event 4 weeks after the date his employment did terminate, I make a compensatory award under the **Employment Rights Act 1996 section 123** to reflect the time he would have been employed and earning before his inevitable dismissal:

£400 × 4 weeks = £1,600.

73. I dismiss any other claim for a compensatory award and in particular for future loss of earnings because he would not have earned them in any

event had a fair procedure been followed. He did not claim benefits, so the recoupment provisions do not apply.

74. I award Mr Abedi notice pay equal to 3 weeks' pay which is

£400 × 3 × 1 = £1,200

75. For failure to provide written particulars of employment, I award 4 weeks' pay which is

£400 × 4 weeks = £1,600

76. In respect of the claim for unauthorised deduction from wages, the claimant can in principle pursue this claim (subject to any claims being out of time and it not being reasonable to extend time). I will make a separate order in relation the ongoing management of that claim.

Employment Judge Adkinson

Date: 25 June 2021

Notes

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