



# EMPLOYMENT TRIBUNALS

**Claimants:** Ms A Yewdall

**Respondent:** Rest Assured Limited

## JUDGMENT

It is the Judgment of the Tribunal that :

1. The respondent not disputing the claimant's entitlement to **£764.73** as wages properly due , but not paid, and therefore unlawfully deducted from her wages, the Tribunal orders the respondent to pay to the claimant the said sum of **£764.73**. This is a net sum, and should be paid to the claimant without any deduction of tax or national insurance, in accordance with the payslip of 31 October 2020 issued to the claimant .
2. The respondent's contention that the claimant is not entitled to one week's notice pay has no reasonable prospects of success, and is struck out.
3. The claimant's claim for one week's notice pay therefore succeeds, and the respondent is ordered to pay the claimant the sum of **£307.69**. This is a gross sum, and the respondent shall deduct , and account to HMRC for, any tax and national insurance due upon it.
4. The claimants' remaining claims will be heard on **23 June 2021** as previously notified.

## REASONS

1. Following the postponement of the hearing of the claimant's claim on 31 March 2021 , the Tribunal made Orders as to the future conduct of these claims.
2. The Tribunal proposed to issue a judgment for the undisputed sum of **£764.73** unlawfully deducted from the claimant's wages, and has now done so.
3. The respondent's contention that the claimant was not entitled to one week's notice pay because she had not completed her probationary period , in the view of the Employment Judge had no reasonable prospects of success, and would be struck out pursuant to rule 37(1) of the rules of procedure, unless the respondent showed cause why it should not be by **15 April 2021**. The

respondent has not done so. That contention is accordingly struck out, and the respondent has no defence to the claimant's claim for notice pay.

4. The respondent has, however, disclosed an employment contract , which it is contended that the claimant was given, and allegedly signed. The version provided to the Tribunal indeed is signed and dated 27 July 2020. Further there is handwriting on the bottom of the first page, in which the author makes reference to having endometriosis, but says this will not interfere with her work hours. This is likely to have been the claimant.
5. In the contract, clause 13 details a yearly salary of £16,000, payable by monthly instalments in arrears .
6. The claimant has claimed £316.44 as one week's pay. Her payslip shows an hourly rate of £8.79. which produces a weekly wage of £316.44 for a 36 hour week. The claimant was not contracted to work a 36 hour week. It was more like a 35 hour week.
7. The Tribunal considers that the appropriate way to assess a week's pay is to take the annual salary of £16,000, and divide it by 52. That is £307.69, and that will be the sum awarded by the Tribunal. If the claimant seeks to claim any higher sum, she can do so at the next hearing.
8. The claimant's remaining claims will be considered at the next hearing.
9. The Tribunal reminds the parties of its observations in para. 13 of the Reasons for its previous orders. If these remaining claims cannot be resolved, the parties must comply with the case management orders made. In terms of further documents, the remaining issues relate to holiday pay and bonus, so any documents relevant to either of these issues must be disclosed. Witness statements are of course, also to be prepared.

Employment Judge Holmes  
Dated: 12 May 2021

JUDGMENT SENT TO THE PARTIES ON  
13 May 2021

FOR THE TRIBUNAL OFFICE

### Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://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: **2419455/2020**

Name of case: **Miss A Yewdall** v **Rest Assured 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 judgment day" is: 13 May 2021

"the calculation day" is: 14 May 2021

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

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/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)  
  
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.