Case Number: 3202623/2020

RM

EMPLOYMENT TRIBUNALS

Claimant: **Mr Dorel Dita**

Respondents: **(1) SBA Construction Limited**
(2) Bohdan Storozhuk
(3) Deltahawk Limited

Heard at: **East London Hearing Centre (by Cloud Video Platform)**

On: **13, 26 and 27 August 2021**

Before: **Employment Judge Hallen (sitting alone)**

Representation

Claimant: In person

Respondent: Mr. L. Wilson- Counsel

JUDGMENT

This has been a remote hearing which has not been objected to by the parties. The form of remote hearing was V by Cloud Video Platform. A face-to-face hearing was not held because the relevant matters could be determined in a remote hearing.

It is the Judgment of the Employment Tribunal that the Claimant is neither an employee or a worker as defined, and his claims are accordingly dismissed against all three Respondents.

REASONS

Background and Issues

1. By a Claim Form presented to the Employment Tribunal on 3 October 2020, the Claimant brings the following claims against the Respondent: Holiday pay in the amount of £1,093.40 for 7.81 days accrued holiday entitlement, notice pay for one week in the sum of £700.00 and an unlawful deduction from wages amounting to £2,660.00.

2. This hearing was listed to determine the Claimant's status and if he was an employee or worker what payments were due to him in respect of holiday pay, notice pay and pay in respect of unlawful deductions due to him following his service with the first or second Respondent between 28 February 2020 and 10 June 2020 a period of three and a half months. For the unlawful deduction from wages claim, notice pay and holiday pay claims to

succeed, I must find that he was either a worker or an employee and if he was the Employment Tribunal would have jurisdiction to hear his claims. If I find that he was neither an employee nor a worker as defined, the Tribunal would not have jurisdiction to hear his claim and I would have to dismiss them.

3. The Claimant's case was that he was employed by the Respondent under a verbal contract of employment or that he was a worker as defined. The first and second Respondent's case is that he was neither their employee nor a worker and that the Tribunal had no jurisdiction to hear his claim. They also submitted that the third Respondent is in administration and is not connected in any way to them and that the Claimant's claims against the third Respondent should be dismissed.

4. This hearing had been listed for one day on 13 August, but I adjourned it for two days to be heard on 26 and 27 August 2021 so that the Claimant could comply with Employment Judge Russell's order of 11 August 2021 that he provide his tax returns for 2018/19, 2019/20 and 2020/21 which he did for the resumed hearing before me. For the hearing the Claimant had prepared his witness statement along with witness statements for Artjom Ponomarenko and Lilian Stroici. Neither of these witnesses attended the hearing to give oral evidence under oath and to be subject to cross examination and questions from the Tribunal. The Claimant explained that Mr Ponomarenko had returned to Ukraine and was not available to give oral evidence and Mr. Stroici could not connect to the CVP hearing on both 26 and 27 August 2021. I had explained to him on 13 August that he was responsible for ensuring his witnesses attend the hearing to give evidence. The Claimant applied for the witness statements to be read in the absence of the witnesses as he did not want an adjournment as he wanted a quick conclusion to the claim. I read the statements of these two witnesses but did not place much weight to them as the witnesses did not attend to give oral evidence and be subject to cross examination.

5. There was an agreed bundle of documents made up of 213 pages and additional documents which included a company search on Newton & Co Law Firm Limited, a letter from the same law firm dated 24 August 2021 and a page from the Claimant's 'Checkatrade' website page from May 2021. In addition, the Respondent had also prepared a witness statement for Bohdan Storozhuk, the sole employee and director of the first Respondent and also the second Respondent in this claim. The Claimant gave evidence and was cross examined. Mr. Srorozhuk then gave evidence and was cross examined by the Claimant. As submissions did not finish until late in the afternoon of the third day, I informed the parties that I would reserve my decision. At the hearing, the parties had the assistance of a Russian language interpreter for the hearing.

Facts

6. The Tribunal preferred the evidence of the first and second Respondent which evidence corresponded with the relevant contemporaneous documents over the evidence of the Claimant. The Tribunal did not find the Claimant to be a reliable witness especially as his evidence did not correspond with the tax returns that he provided to the Tribunal which tax returns for the years 2018/19, 2019/20 and 2020/21 were only provided after an order of the Tribunal and late in the day. There were various examples of the Claimant's inconsistent evidence to the Tribunal. The tax return for the tax years 2020/21 showed that the Claimant obtained self-employed income of £21,739.00 when in his written evidence to the Tribunal the Claimant declared that he only undertook work since the end of his three months with the first Respondent doing one job earning him income of £500. He did not

provide a reasonable explanation of why he said he only earned £500 since the end of his service with the first Respondent but his tax return showed that he earned far more. In addition, the Claimant confirmed in cross examination that he obtained no government support under the self-employed income support scheme whereas the tax return showed a declaration that he had obtained such support. When asked further upon what he received from the government scheme he said he did not understand accounts and stated contrary to his declaration to HMRC that he did not receive any assistance under the scheme.

7. The Claimant worked for the first Respondent for a relatively short time between 28 February 2020 and 10 June 2020 a period of three and a half months. He was hired by the Second Respondent, but the verbal contract was agreed between them on the basis that the First Respondent would be the contracting party. The Second Respondent was a Director of the first Respondent and had authority to enter into agreements with sub-contractors on behalf of the First Respondent.

8. The First Respondent is a construction company that manages aspects of mid-size construction projects. It does mostly work with larger construction companies who use it as their sub-contractors for some of their building works. This is a very common practice in the industry and most building contractors work this way. In relation to the projects that the Claimant worked on the main contractor was Rosedene Limited ('Rosedene'). The First Respondent has been trading since 2013.

9. The Second Respondent is the only employee in the First Respondent. He is not a qualified trades person compared to the Claimant who is a carpenter. The Second Respondent as the sole employee of the First Respondent and acts as a go between for main contractors such as Rosedene Limited and sub-contractors such as the Claimant that he hires to undertake certain projects and works for such main contractors at various construction sites.

10. The First Respondent contracts with independent sub-contractors to carry out work on behalf of the First Respondent. The First Respondent has a preferred pool of subcontractors who it uses for different types of work because they have a proven record of delivering good quality of work on its projects. Some of them are limited liability companies but most of them are sole traders. All of them are described as independent subcontractors.

11. The Second Respondent was effectively an administrator for the first Respondent who had no day-to-day control over the Claimant and only informed the Claimant of the projects he would be working on in return for payment from the first Respondent. The Claimant undertook his tasks as a carpenter providing his own tools and his own transport to and from the sites. The Claimant worked under the daily instruction of the managers of the main contractor, Rosedene not from the First or Second Respondent. He undertook his carpentry tasks according to the plans and drawings provided by the main contractor, Rosedene to all its subcontractors including the First Respondent. The Second Respondent provided such drawings and plans to the Claimant who was expected to conduct the tasks given to him and under the instruction of the main contractor's managers at the sites that he worked on a day-to-day basis.

12. In or about February 2020, the First Respondent had a building project at 26a Church Lane, Durnsford Road, London ("the project"), which required building contractors to carry out general building works, installation of timber flooring, installation of kitchen units and

other joinery, installation of timber staircases ("the works") on behalf of the main contractor, Rosedene. The sub-contractors that the First Respondent was using before were not available and the Second Respondent came in to contact with the Claimant. The First Respondent was contracted by the main contractor, Rosedene for the project who was in turn contracted with the client to carry out the works on the project.

13. The Claimant contacted the Second Respondent in February 2020 to say that he was very experienced in carpentry work and general building works. The Second Respondent attended the project with the Claimant for him to see if he was able to carry out some of the works on the project and also to price up his services. The Claimant confirmed that he was able to carry out some of the works, but he did not want to provide the price for his work because there might have been delays on the project. Instead, he offered a day rate of £140. It was slightly more than the day rate other sub-contractors offered, but the Second Respondent agreed to it because the Claimant represented that he had other useful skills and the Second Respondent wanted to try working with him. The Tribunal was shown an entry from the Claimant's 'Checkatrade' account on the internet. In this entry the Claimant described himself as a 'Builder' with a 'team with a lot of experience in the woodwork domain, doors, wooden floors……also providing refurbishment and painting work in your house.' Although this entry was from May 2021 the Tribunal accepted that it accurately reflected the way that the Claimant described himself to the First and Second Respondent at the time of hire by them in February 2020 namely as a self-employed sole trader.

14. There was no written record of the terms of the agreement between the Claimant and the First Respondent. The Second Respondent verbally agreed with the Claimant on behalf of the First Respondent that he would provide services as an independent self-employed sub-contractor. He would use his own van and tools to carry out his work as a carpenter/joiner using his own skills and with no supervision or control from the First or Second Respondent. He was required to submit the days he worked at the end of each week for the First Respondent's own accounting system. It was agreed that the First Respondent would pay him every 2 weeks.

15. The Claimant started work on 28 February 2020. It was up to the Claimant how he arranged his work as long as he complied with the building programme and generally with the rules of the building site which were conveyed to him by the managers of the site who worked for the main contractor, Rosedene. Neither the First nor Second Respondent had day to day control of the Claimant. He was free to accept or reject work and could choose to provide a substitute. Although, the Claimant generally worked on his own as a sole trader and had nobody else working with him he did on at least one occasion refuse work for the first Respondent as he had another job to do on another site that had nothing to do with the Respondents in this case. In addition, the Claimant's tax return for 2020/2021 showed that he earned self-employed income from other projects unconnected to the Respondents in this case and this indicated that he was free to work elsewhere if he chose to do so. The tax returns for 2018/19 and 2019/20 also showed that all of his income was from self-employment as a sole trader.

16. The Claimant was registered with the Construction Industry Scheme ("the CIS") as an independent self-employed building contractor. He provided his UTR number and insurance number to the first Respondent so that it could make the necessary deductions under the CIS scheme before payments were made to him. This applied to all sub-contractors that were retained by the First Respondent. The Claimant was registered with

the CIS confirming the same to the first Respondent, and the first Respondent made 20% deductions from the payments due to him.

17. Initially the Claimant completed his work to a good standard. The First Respondent paid the Claimant for his work. In March 2020 the Claimant asked the first Respondent to give him a tax voucher so he could file his own self-assessment tax return. The First Respondent provided the tax voucher to him, which showed the payment made to him and the tax deducted at 20%. After the Claimant completed his first assignment, the First Respondent had other work to be carried out on the project and it offered the work to the Claimant since he was experienced in general building work and his initial work was to a good standard. The second Respondent agreed that he would continue working on some aspects of the project at the same day rate from time to time when his services were required.

18. There was no obligation on the first Respondent to provide work and equally there was no obligation on the Claimant to accept any work from the first Respondent. As the Tribunal noted from the Claimant's tax return from 2020 to 2021, he had declared self-employed income from his self-employment of £21,739.00 and he also made deductions of £7,064.00 from that gross income for allowable expenses so that his income was reduced for tax purposes. This showed that the Claimant regarded himself as a self-employed person and declared to the Inland Revenue that he was a sole trader which is how he described himself to the first and second Respondent.

19. Each building contract had its own requirements depending on the site location, building regulations and the terms of the main contract. There were also strict building regulation requirements which had to be adhered to. It was common that a building site would be open from 8am to 5pm on Mondays to Fridays and half a day on Saturdays. Therefore, there was a requirement on the Claimant to be present on site during these opening times in order to complete the work on time.

20. There was a building programme which set up deadlines by when each stage of the work needed to be completed by because different sub-contractors were responsible for different stages and areas of work. There were substantial penalties for delays in completing the stages of work imposed by the main contractor. If the first Respondent was to delay completing its work by the date stated in the building programme, then it would face a prolongation claim by the main contractor.

21. Therefore, the times that the Claimant was required to work was driven by the building programme requirements and also by the time he advised the first Respondent was required for him to complete the work. Each site that the Claimant worked was managed by the main contractor's team who supervised the work and made sure that the building programme was strictly adhered to. These individuals were employed by the main contractor, Rosedene and not by the first or second Respondent.

22. In or about 20 May 2020, the First Respondent was required to build 4 staircases and to install a kitchen on the Project. There was an option to purchase ready-made staircases but after enquiries it transpired that the First Respondent would have to wait for at least 6 weeks for them to be built. The timescale was short, and the Second Respondent approached the Claimant to see if he was able to build them. He confirmed that he could do that, and it would take him about 2 weeks provided the first Respondent supply the required materials. The Second Respondent asked him to build a prototype, which he did, and the

main contractor approved it. The prototype conformed with the building control requirements. The First Respondent asked the Claimant to build the 4 staircases. When the staircases were ready, the Second Respondent and the main contractor came to inspect them. Unfortunately, the staircases did not correspond with the requirements of the main contractor and would not pass the building control inspection. On or about 8 June 2020, the Second Respondent came to meet the Claimant on the building site to address the issue with the incorrectly built staircases. The Second Respondent required the Claimant to rectify the defects and that the First Respondent was prepared to supply new materials. The Claimant said that he was not going to rectify the defects and if the First Respondent needed them rectified, the First Respondent should do it. The Claimant packed his tools and left the building site. He did not return to the site to rectify the defects despite the First Respondent asking him to do so.

23. The First Respondent sometimes worked with the Third Respondent who was also one of the sub-contractors that the First Respondent used on the Project. The Claimant stated that he received payment from the Third Respondent for the services provided to the First Respondent. This was correct and was due to the nature of the payment arrangements the first Respondent had with its main contractors. On occasion the First Respondent did not get paid on time because of the delays with completion of its projects by other sub-contractors or defects in the works or other factors. This had an impact on the First Respondent's cash flow. As the First Respondent took its payment obligations to its sub-contractors seriously there were occasions when the First Respondent asked the Third Respondent to pay the Claimant when the First Respondent knew that it did not have funds to pay the Claimant on time. The Third Respondent then invoiced the First Respondent for its services together with the payment that it made on the First Respondent's behalf to the Claimant. The First Respondent had a very close working relationship with the Third Respondent and for this reason the Third Respondent helped it out.

Law

24. Under the Employment Rights Act 1996 ("ERA") an 'employee' is defined as an individual who has entered into or works under (or, where the employment has ceased, worked under) a 'contract of employment'.

25. For these purposes, a 'contract of employment' is defined as a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.

26. The most common judicial starting point for identifying a contract of employment was provided by Mr Justice Mackenna in the case of ***Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance 1968 1 All ER 433, QBD*** in which he said, ***'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 the master. (iii) The other provisions of the contract are consistent with its being a contract of service.'***

27. The continuing relevance of this passage was confirmed by the Supreme Court in ***Autoclenz Ltd v Belcher and ors 2011 ICR 1157, SC***, where Lord Clarke called it the 'the classic description of a contract of employment' and said that the ***Read Mixed Concrete*** case can be condensed into three questions: (a) did the worker agree to provide his or her

own work and skill in return for remuneration? (b) did the worker agree expressly or impliedly to be subject to a sufficient degree of control for the relationship to be one of employer and employee? (c) were the other provisions of the contract consistent with it being a contract of service?

28. Following the ***Ready Mixed Concrete*** decision, the courts have established that there is an 'irreducible minimum' without which it will be all but impossible for a contract of service to exist. It is now widely recognised that this entails three elements: (a) Control; (b) personal performance or service, and (c) mutuality of obligation and control.

29. Most cases on employee status now focus on one or more of the three elements comprising the irreducible minimum. However, a wide range of other factors may also be taken into account (including the extent to which the worker is integrated into the business, whether the worker uses his/her own tools, etc) and these can serve to supplant the presumption of employee status that arises when the irreducible minimum is present.

30. Section 230(3) of the ERA provides, **'*In this Act "worker" (except in the phrases "shop worker" and "betting worker") means an individual who has entered into or works under – a contract of employment, or 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.***

31. In the recent case of ***Uber BV v Aslam [2021] UKSC 5*** Lord Leggatt emphasised the relevance of the control exercised by the putative employer, **'*In determining whether an individual is a "worker", there can, as Baroness Hale said in the Bates van Winkelhof case at para 39, "be no substitute for applying the words of the statute to the facts of the individual case." At the same time, in applying the statutory language, it is necessary both to view the facts realistically and to keep in mind the purpose of the legislation. As noted earlier, the vulnerabilities of workers which create the need for statutory protection are subordination to and dependence upon another person in relation to the work done. As also discussed, a touchstone of such subordination and dependence is (as has long been recognised in employment law) the degree of control exercised by the putative employer over the work or services performed by the individual concerned. The greater the extent of such control, the stronger the case for classifying the individual as a "worker" who is employed under a "worker's contract".***

Conclusion and Findings

Was the Claimant an employee?

32. Taking into account the statutory definition as outlined above, I am required to identify if there was a contract of service entered into by the Claimant.

33. There is a wealth of decided cases on what will amount to a contract of service, beginning with the well-known summary in ***Ready Mixed Concrete (South East) Limited v Ministry of Pensions and National Insurance [1968] 2 QB 497*** cited above.

34. With regard to the issue of control, the First and Respondent, by virtue of the nature of their business, instructed the Claimant as to the location of the site and the work that was required to be carried out. The First Respondent did not control the way in which the work was actually carried out, recognising the skill and experience of the Claimant to get on with the work unsupervised. The First Respondent did not provide the heavier machinery necessary to complete the Claimant's work as this would have been provided by the main contractor on site, Rosedene, which was hired in by them, and is a standard procedure in the industry. The Claimant used his own car and tools for the job save for one occasion when the First Respondent reimbursed him to purchase some items that the Claimant needed. The Claimant was obliged to adhere to the main contractors (Rosedene) business hours of 8am to 5pm but did on at least one occasion leave site to work for another contractor unrelated to the Respondents in this case. He did not need permission from the First Respondent to do this and indeed the Second Respondent confirmed that he could not have refused the Claimant his wish to do so. He was not required to provide a written request to take days off albeit during the short period of his service he did not do so. He was not under an obligation to wear any company branded work clothing. Taking into account all these elements, I conclude that the First Respondent had some control over where and when the Claimant worked, but it was very limited.

35. In relation to personal service, throughout the short period of engagement between 28 February 2020 and 10 June 2020 (three and a half months), the Claimant performed the work personally. Although in his evidence Mr Storozhuk, as director of the First Respondent, stated he would have accepted a substitute, this was purely hypothetical. The Claimant was not ever asked to send a replacement and did not ever provide one as a substitute when he did not work. I conclude he provided an exclusive personal service.

36. The Claimant worked predominantly for the First Respondent during three and a half month of his service in 2020. Work was offered by the First Respondent and accepted by the Claimant on most weeks during that period. However, if work was not available on occasion, for example because of inclement weather, the First Respondent was not obliged to find alternative work for the Claimant. Similarly, the Claimant was under no obligation to take the work offered on any given day. On one occasion the Claimant left the First Respondent's service to undertake work for another contractor not related to these proceedings and the First Respondent did not prevent him from doing so. I conclude that as the Claimant appeared to have freedom to move from work with the First Respondent to work for another contractor as and when he chose to do so and indeed on one occasion during his short service with the First Respondent he did do so, there was no a mutuality of obligation. I am unable to conclude therefore, that the three factors required to identify a contract of service (the 'irreducible minimum') are all present in this case.

37. The Claimant carried no financial risk, and he could not profit from the work being done efficiently or concluding early. He made no profit on any materials he purchased. However, he did set his rate of pay and his rate was higher than the other workers conducting similar work for the first Respondent. I had regard to the Claimant's tax status and his participation in the Construction Industry Scheme. In *Apex Masonry Contractors Ltd v Everritt EAT 0482/04*, the EAT found that the use of this scheme, although not conclusive of the status of independent contractor rather than employee, was highly relevant. I considered it to be equally relevant in the case of the Claimant. I also noted that the Claimant only submitted three tax returns following Employment Judge Russell's order of 11 August 2021 for the years for 2018/19, 2019/20 and 2020/21. He did not voluntarily agree to disclose these as part of the normal discovery process in these proceedings even though

he was asked to do so by the First Respondent's solicitors. During the course of the hearing and through cross examination it became clear to me why he did not do so voluntarily. The simple reason was in my view that the tax returns showed that the Claimant was for all intents and purposes from 2018 to 2021 a sole trader who regarded himself as such and who earned the vast majority of his income as a self-employed sole trader. In the final tax return for 2020/21 he said in evidence that he only earned £500 since leaving the first Respondent's service but this tax return showed self employed income of £21,739.00 which was far in excess of what he said he had earned since leaving the first Respondent. In addition, he took advantage of the more favourable tax position open to self employed sole traders by deducting expenses of £7,064.00 from the gross income thus paying less tax. I also find that even though he said he had not obtained assistance from the government during the pandemic by obtaining assistance from the self-employed income support scheme, he confirmed in this tax return that he had received such help. I find that such inconsistencies seriously damaged the Claimant's credibility and showed to me that he considered himself to be a self-employed sole trader in business of his own account.

38. In all the circumstances of the case, I determine that the Claimant was therefore not an employee as defined in S230(1) of the ERA of the First Respondent. The second Respondent was a Director of the First Respondent and merely entered into a verbal agreement with the Claimant on behalf of the First Respondent for him to provide his services to the First Respondent as a self-employed contractor. He was not an employee of either of them.

Was the Claimant a worker?

39. I next considered the definition of worker as set out above under 'limb (b)'. 'Limb (a)' is not relevant as I have determined that the Claimant was not an employee.

40. For an individual to be a worker under 'limb (b)' there must be a contract, whether express or implied, and, if express, whether written or oral. Whilst there were no written terms of agreement between the Claimant and the First Respondent, it was agreed verbally that the Respondent would offer work, which if the Claimant accepted and performed, he would be paid for.

41. There is also the requirement that the individual undertakes to do or perform the work personally. I have already found that the Claimant provided a personal service to the First Respondent throughout the short period of three and a half months that he worked for the First Respondent. Although he did not provide a substitute during this period, I find that he could and did leave site on at least one occasion to work for another contractor. I find that this indicated that he had the right to work for other customers as and when he chose to do so, and I accept the evidence of the Second Respondent that he could not stop the Claimant from doing so as he was a self employed contractor and had the right to do so.

42. In addition, to qualify as a worker under 'limb (b)', the work or service provided must be for the benefit of another party to the contract who must not be a client or customer of the individual's profession or business undertaking. As I have said above in paragraph 36, the Claimant considered himself as a sole trader in his tax returns and took advantage of the more favourable tax position available to sole traders. He also received the benefits of the government SEISS scheme available to self employed sole traders due to the pandemic. In addition, considering the details provided by the Claimant in his 'Checkatrade' page, I

find that the Claimant was providing his service to the first Respondent as a self-employed sole trader.

43. In this case, there was evidence that the economic reality was that the Claimant was on business on his own account and took the risk accordingly. The Claimant prepared accounts on a self-employed basis and in his tax returns to HMRC stated that he was on the whole not generating any income from any employment. The Claimant was able to work for other contractors as when he liked. In my judgment, the economic reality demonstrated that the Claimant was operating his own business with little or no control over him by the First Respondent; he was not in a subordinate and dependent position, unlike the Claimants in Autoclenz. Going through the answers to the legal questions my conclusion is this - that on the analysis of the factors of control, mutuality of obligation, integration and economic reality, they all showed that the Claimant was self-employed. He was not an integral part of the Respondent's operations, but instead he worked for the First Respondent as a self-employed contractor.

44. I therefore conclude that the Claimant was not a worker, as defined in s230(3) ERA ('limb (b)') and in Reg 2(1) of the Working Time Regulations, during his short period of engagement with the first Respondent.

45. Finally with regard to the Third Respondent, I find that the Claimant was neither an employee nor worker of it. On occasion the First Respondent did not get paid on time because of the delays with completion of its projects by other sub-contractors. This had an impact on the First Respondents cash flow. As consequence, there were occasions when the First Respondent asked the Third Respondent to pay the Claimant when the First Respondent knew that it did not have funds to pay the Claimant on time. The Third Respondent then invoiced the First Respondent for its services together with the payment that it made on the First Respondent's behalf to the Claimant. The First Respondent had a very close working relationship with the Third Respondent and for this reason the Third Respondent helped it out. I find that such a payment arrangement did not make the Claimant an employee or worker of the third Respondent.

46. As the Claimant was neither an employee or worker as defined, I find that the Tribunal does not have jurisdiction to hear his claim for holiday pay, notice pay and unlawful deduction from wages and accordingly the claim is dismissed.

Employment Judge Hallen
Date: 7 September 2021