



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr T Pope

**Respondent:** Nation Security UK Limited

**Heard at:** Manchester Employment Tribunal by CVP

**On:** 18 January 2022

**Before:** Employment Judge Cookson sitting alone

## Representation

Claimant: Ms D Ferrar

Respondent: Mr Maratos (legal consultant)

# JUDGMENT

1. The claimant was engaged by the respondent as a worker under the Employment Rights Act 1996 (“ERA”) but he was not an employee. In consequence the Tribunal has no jurisdiction to consider a claim for breach of contract under the Extension of Jurisdiction (England and Wales) Order 1994. In any event the claimant did not show on the balance of probabilities that the loss he claimed was caused by the alleged breach of the terms of the agreement with the respondent.
2. I make a declaration that the respondent did not provide the claimant with itemised pay statements in accordance with its statutory obligations and thereby breached s8 of the ERA.
3. In accordance with s11 of the ERA I make a declaration of the following missing particulars which ought to have been provided to the claimant:
  - a. In the week commencing 27 July 2020 the claimant worked 45 hours at a rate of £9 per hour and was paid a gross weekly pay of £405;
  - b. In the week commencing 3 August 2020 the claimant worked 45 hours at a rate of £9 per hour and was paid a gross weekly pay of £405;

- c. In the week commencing 10 August 2020 the claimant worked 45 hours at a rate of £9 per hour and was paid a gross weekly pay of £405;
- d. In the week commencing 17 August 2020 the claimant worked 27 hours at a rate of £9 per hour and was paid a gross weekly pay of £243;
- e. In the week commencing 24 August 2020 the claimant worked 45 hours at a rate of £9 per hour and was paid a gross weekly pay of £405;
- f. In the week commencing 31 August 2020 the claimant worked 27 hours at a rate of £9 per hour and was paid a gross weekly pay of £243;
- g. In the week commencing 7 September 2020 the claimant worked 27 hours at a rate of £9 per hour and was paid a gross weekly pay of £243;
- h. In the week commencing 14 September 2020 the claimant worked 36 hours at a rate of £9 per hour and was paid a gross weekly pay of £324;
- i. In the week commencing 21 September 2020 the claimant worked 27 hours at a rate of £9 per hour and was paid a gross weekly pay of £243;
- j. In the week commencing 28 September 2020 the claimant worked 18 hours at a rate of £9 per hour and was paid a gross weekly pay of £162;
- k. In the week commencing 5 October 2020 the claimant worked no hours;
- l. In the week commencing 12 October 2020 the claimant worked 26 hours at a rate of £9 per hour and was paid a gross weekly pay of £234;
- m. In the week commencing 19 October 2020 the claimant worked 27 hours at a rate of £9 per hour and was paid a gross weekly pay of £243;
- n. In the week commencing 26 October 2020 the claimant worked 9 hours at a rate of £9 per hour and was paid a gross weekly pay of £81.

There were occasions when the claimant was both under- and over-paid but the parties agreed before me that the claimant has now been paid the correct amounts based on the information above.

- 4. I make a declaration that the respondent made an unauthorised deduction from the claimant's pay in relation to holiday pay to which he was entitled. However the parties agree that the correct amount of holiday pay has since been paid and there is no sum outstanding to the claimant.

Employment Judge Cookson

Date 7 February 2022

JUDGMENT SENT TO THE PARTIES ON

18 February 2022

FOR EMPLOYMENT TRIBUNALS

*Notes*

- 1. Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.*
- 2. 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: **2400647/2021**

Name of case: **Mr T Pope** v **Nation Security UK Ltd**

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: 18 February 2022

"the calculation day" is: 19 February 2022

"the stipulated rate of interest" is: 8%

For the Employment Tribunal Office