



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr A Vosoughifard

v

Newmire Holdings LTD

Heard at: London Central

On: 4 March 2022

Before: Employment Judge A James

Representation

For the Claimant: In person

For the Respondent: Did not appear

JUDGMENT

Following the hearing of oral evidence from the claimant, and the respondent having failed to submit a response to the claim, the decision of the tribunal is that:

- (1) The claims for breach of contract/unpaid wages/notice pay succeed in the total sum of £2634.66 (Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994, Article 3; Employment Rights Act 1996 Section 23). The respondent is ordered to pay that amount to the claimant.

REASONS

- 1 The claimant commenced work for the respondent company on 16 August 2021 as a HR Assistant. His contract stated that he would be paid a salary of £26,000 per year (£500 per week), plus compensation of £199 per week for using personal equipment, since he was required to work remotely at home.
- 2 The claimant was asked by the respondent whether he wished to be paid on a weekly or monthly basis. He chose to be paid weekly. He was requested by the HR manager Jenny Silver to fill in a timesheet each week and told that he would be paid each Friday.

- 3 He did not receive the correct wage due to him during his employment with the respondent company.
- 4 On 9 September the claimant received a message from his bank, informing him that there had been 'fraud money' transferred to his account. The money had been transferred by the respondent. The claimant reported this to his manager. Since he did not receive a response, he reported the matter to the police. On 9 September 2021 the claimant decided to resign and gave one weeks' notice. He wrote the following email:

Dear HR department,

This email is to state my resignation from the role HR Assistant from today (10/09/2021) to my 7 days' notice period (17/09/2021).

I am writing this letter because I am still owed a total of £2634.66 which includes my notice period, expenses, £300-week 4 bonus and my £199 work equipment expenses (stated in my employment contract as well as my probation period agreement attached above) in unpaid wages for the period of August 23rd to September 10th 2021. I respectfully demand that you pay the full amount owed to me within five business days.

If there is no response to this letter, I will take legal action to recover these unpaid wages.

- 5 The claimant did not receive a response. He therefore submitted the ET1 claim form on 28 November 2021, following a period of Acas Early Conciliation. The claimant claims a total of £2634.66 which includes pay for his notice period, £300-week 4 bonus and £199 per week work equipment expenses. The tribunal is satisfied, on the basis of evidence given following a solemn affirmation, that the amount claimed is lawfully due to the claimant.
- 6 The address for the respondent shown in the ET1 is 20-22 Wenlock Road, London, N1 7GU. That is the address on the contract and on emails received from the claimant's manager. The claim form was served on that address.
- 7 A response was not received. The tribunal was unsure whether the respondent had been properly served with the paperwork, and asked the claimant to provide relevant email addresses on 24 February 2022. He did so the same day. The addresses supplied are: contractsagreements@newmireuk.co.uk; employment@newmireuk.co.uk; associatemanagement2021@gmail.com
- 8 An email was sent by the tribunal to those addresses on 25 February 2022. No response has been received.
- 9 A search of Companies House today shows that the company was registered on 28 June 2021. Further, that on 6 January 2022, the registered office address for the company was change to a Companies House default address, PO Box 4385, 13481897: Companies House Default Address, Cardiff, CF14 8LH. A default address is used when the Companies House Registrar considers that the company is not authorised to use the registered office address it has provided. Power is given to the Registrar to do so under *The Companies (Address of Registered Office) Regulations 2016*.
- 10 The claimant also asked the tribunal to award him three months rent, which he has had to borrow, following his resignation from the company; and also said that he was being asked by CIPD to pay a cancellation fee of £300. He had signed up for the CIPD course, as a result of securing his employment.

- 11 The tribunal explained to the claimant that it was not able, in a breach of contract or wages claim, to award a claimant losses for rent, because those payments were not due to him under his contract of employment. Were this an unfair dismissal claim, the tribunal could have potentially awarded loss of wages up to the date he found alternative employment. That was not possible in a wages/breach of contract claim however.
- 12 The tribunal hopes that having seen a copy of this judgement, CIPD will recognise that the claimant is in financial difficulties, and desist from pursuing him for the amounts said to be due, unless payment of the above amount is received in full. Whilst judgement has been issued in the sum set out above, it remains to be seen whether the claimant is able to successfully enforce that amount against the company.

Employment Judge A James
London Central Region

Dated 4 March 2022

Sent to the parties on:

04/03/2022

For the Tribunals Office

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