



EMPLOYMENT TRIBUNALS

Claimant: Mr J Alcock
Respondent: Enjay Imports Limited
Heard at: East London Hearing Centre
On: 28 April 2022
Before: Employment Judge Jones

Representation

Claimant: In person
Respondent: No representation

REMEDY JUDGMENT

1. By a judgment dated 28 April 2022, the claimant succeeded in his complaints of unfair dismissal, breach of contract, unlawful deduction of wages, failure to pay holiday pay and a failure to provide written terms and conditions of employment.
2. The claimant is awarded the following remedy for his successful complaints.

Gross Weekly pay £433.33
Dates of employment: 1.4.2017 – 20.4.2021 (4 years)
Age at time of dismissal: 32 (DOB: 7.8.88)

Notice pay (breach of contract) 4 x 433.33 = **£1,733.32**

Basic Award:
1 x 4 x £433.33 = **£1, 733.32**

Compensatory Award:

Unpaid wages 14 - 20 April [6 days x £86.66
(gross daily pay)] = £ 519.99
21 days annual leave outstanding – 21 x £86.66 = £1,819.86

Outstanding pension contributions - 12 x £48.53	=	£ 582.36
Loss of use of company vehicle – (estimate)	=	£ 300.00
		= £3,221.22

Loss of statutory rights: **= £ 250.00**

Failure to provide written terms and conditions of employment:
(Employment Rights Act section 124A and Employment Act 2002, Schedule 5)

4 x £433.33	= £1,733.32
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Subtotal: £8,672.17

(Application of ACAS uplift of 10% for breaches of the ACAS Code of Practice – no consultation, no notice, no consideration of alternatives to redundancy)

£8,672.17 x 10% = £867.21

£8,672.17 + £867.21 = **£9,539.38**

3. The claimant is entitled to a remedy payment of £9,539.38.
4. The respondent receives credit for payments of £2,730.12 already paid to the claimant post termination of his employment contract.
5. The respondent is to pay the claimant the balance of £6,809.26 forthwith as the balance of his remedy for his successful complaints.

Employment Judge Jones
Date: 5 May 2022