Case Nos. 2407360/2021
2407361/2021
2407362/2021
2407363/2021
2407364/2021

EMPLOYMENT TRIBUNALS

Claimant: Mr D Crabtree

Respondent: JPG Staff (UK) Limited

Heard at: Manchester **On:** 6 & 7 June 2022

Before: Judge Cowx (sitting alone)

REPRESENTATION:

Claimant: In Person
Respondent: Mr D Gordon Solicitor (Non-Practising)

RESERVED LIABILITY JUDGMENT

1. The claimant's claim of automatic unfair dismissal is unfounded and is dismissed.

2. The claimant's claim of unlawful deduction from wages is well founded in part, namely a deduction from pay of £495.04, and that part succeeds.

3. The remainder of the claimant's unlawful deduction from wages claim is dismissed.

4. The claimant's claim of wrongful dismissal is well founded and succeeds. The respondent is ordered to pay the claimant the sum of £2916.67. The respondent is

also ordered to pay the claimant the car allowance and the employer pension contribution for the period 20 January 2021 to 28 February 2021.

REASONS

5. This was a final hearing conducted in person.

6. The claimant brought claims that he was automatically unfairly dismissed by the respondent.

7. The claimant also brought claims for unlawful deduction from wages in respect of salary, commission or bonuses and pension contributions.

8. The claimant claims wrongful dismissal on the basis he was not permitted to serve the notice period agreed in his contract of employment nor was he correctly paid in lieu of notice.

9. The claimant also brought a claim for non-payment of redundancy pay, however that element of his claim was struck out by Employment Judge Batten on 23 September 2021 at a preliminary hearing because the claimant did not have the required 2-years of employment with the respondent at the time his employment was terminated.

10. I was provided with an agreed bundle of documents for the liability hearing. Additional documents were produced as evidence by the claimant on the morning of 6 June 2022. Mr Gordon did not object to the late service of that evidence and I therefore allowed it to be admitted at the hearing.

11. I heard evidence from the claimant Mr Crabtree. For the respondent I heard from Mr Thomas Joseph, the Chief Executive Officer (CEO) of Emerald Construction.

12. The Tribunal was informed that the respondent is in the process of insolvency administration and the claimant understands this may affect the payment of any financial remedy.

FACTS

13. I find the following facts.

14. The claimant entered into a contract of employment with Emerald Construction (North-West) Limited on 24 February 2020. His job title was Business Development Manager.

15. Emerald Construction (North-West) Limited was a part of a group of companies each under the Emerald banner and involved in construction, particularly property refurbishment.

16. The claimant was employed by Emerald Construction (North-West) Limited until 1 September 2020 when his employment was transferred to Emerald Staff Limited in accordance with the TUPE regulations. After the claimant's employment was terminated, JPG Staff (UK) Ltd, the respondent, took over Emerald Staff Limited's business.

17. The claimant's contract of employment included a clause (6.1) pertaining to salary which was agreed at £35,000.

18. The contract of employment contained a clause on termination of employment and notice periods (14.1). For up to 2-years employment the length length of notice to be given by either party was 1-month.

19. The contract contained an additional clause (unnumbered) regarding the payment of commissions to the claimant. The company would pay the claimant Commission on all new billable business where the sales were made substantially through his efforts. The amount of Commission was set at 3% on the profit margin of jobs secured and it was indicated that the company worked on an average of 15% profit margin. Commission was then to be paid in line with the payment schedule for the secured work. The clause also states that any commission owed would not be paid after termination of employment.

20. Mr Peter Nelson, Construction Director at Emerald Construction, emailed the claimant on 17 February 2020 to explain in more detail how the commission arrangement worked in practice. It was explained to the claimant that commission would be paid only when the company received payments for the project, which was generally done on a monthly basis, with an initial deposit payment followed by a further 6-monthly smaller payments then a final payment.

21. During his period of employment with Emerald Construction (North-West) Limited and Emerald Staff Limited the claimant did not receive any commission payments.

22. During the course of his employment, the claimant's job title changed to Development Director. This was a promotion but the terms of his employment contract remained unchanged, although this was subject to performance review by the respondent.

23. As a result of the Coronavirus pandemic the claimant was placed on furlough on 23 March 2020. That job retention scheme began officially on 1 April 2020. The claimant's wage slip shows a furlough payment for part of March 2020, and I was told by Mr Joseph in evidence that because the company was unable to meet its payroll obligations for March 2020 due to the lockdown, a furlough payment was made to the company to assist with paying wages. I therefore find that the claimant's pay for March 2020 was a combination of his wages, paid in accordance with his contract of employment, and a furlough payment.

24. The claimant was on furlough for the whole of April, May and June 2020, returning to work on 1 July 2020.

25. When he was on furlough, the claimant received 80% of his wages under the furlough scheme. His wages were not topped up by his employer whilst on furlough and there was no indication from the respondent that it would top up the furlough payment. Whilst on furlough, the claimant did continue to receive a car allowance of £300.

26. Any top up by an employer above the 80% paid by the government was, according to the scheme, entirely at the discretion of the employer. In effect employees were not entitled to work for their employer and in return, they would be paid by the government.

27. The claimant was involved in efforts by the respondent to bring in new business for the respondent. During his employment the claimant introduced the respondent to Mr Jason Upton, CEO of One Heritage Group PLC, and following that introduction, One Heritage entered into a contractual arrangement with the respondent, with the latter sourcing and refurbishing a number of Homes of Multiple Occupancy (HMO).

28. In evidence, Mr Joseph asserted that the claimant's part in introducing and sustaining this new business with One Heritage was minimal and certainly not to the level required by the claimant's employment contract to trigger the commission clause.

29. The claimant gave contradictory evidence to Mr Joseph, asserting that he played a substantial part in introducing and sustaining this contract and referred the Tribunal to a number of supporting documents and emails. I find that the claimant did play a substantial part in bringing in One Heritage's business. Early discussion with Mr Upton began in August 2020 and this evolved into a programme of work which involved buying houses and refurbishing them. I find that it is more likely than not that the claimant, whose main role was developing new business, did play a pivotal role in this particular contract and if the respondent made a profit from it, the claimant was entitled to his share of it.

30. The payment of commission was dependent on the respondent making a profit on the work in question. It was commonplace for a customer to pay the respondent a deposit, followed by a series of monthly payments and a final payment. The claimant asserted that this staged form of payments was adopted in the case of the One Heritage contract, however he accepted that he was not involved in the payment side of the business, and he did not produce supporting evidence that suggested such a schedule of payments was made in the case of the One Heritage deal.

31. The documents produced by the claimant show that some weeks or months passed before the purchase of properties was completed and refurbishment work was carried out. Notwithstanding that delay, the claimant insists some payments would have been made to his employer. Again, the respondent denies that, and the claimant cannot produce any independent evidence to the contrary. Furthermore, the claimant did not begin to alert Mr Joseph to the non-payment of commission until their relationship had begun to deteriorate in January 2021. If the claimant believed at the time that the work was producing a profit, he would have asserted his right to commission at the time. He did not and I find this further supports Mr Joseph's position that no profits evolved from the contract at any time before the claimant's employment was terminated and overall led a loss for the respondent.

32. Mr Joseph said that the contract with One Heritage turned out to be, in terms, a very bad deal, which was a cause of the respondent going into liquidation. Mr Joseph asserted that the respondent lost money on the deal. Mr Joseph's evidence was that there was no stage in the relationship with One Heritage that the respondent made any profit that could be paid to the claimant. I find therefore that commission payments were not withheld from the claimant. No commission was paid because no profit was made, not because of any lack of effort or diligence on the claimant's part.

33. Linked to the issue of commission, the claimant asserted that he was entitled to a £300 bonus on each HMO sourced for the respondent. This suggested bonus did not form part of his contract of employment. The claimant insisted that it was agreed verbally with Mr Joseph. The claimant was unable to produce any evidence to support this alleged bonus and it was not put to Mr Joseph in cross-examination.

34. The claimant said a Mr Herring, an employee of the respondent, was present when the agreement was made, but Mr Herring did not give evidence to the Tribunal. The claimant referred the Tribunal to an email he sent to Mr Joseph on 21 September 2020 which included reference to a bonus of £300. However, that reference was merely a proposal, one of a number of proposals, which formed part of an ongoing discussion between the claimant and Mr Joseph, and I find it is not evidence that proves there was an agreement on both sides to pay such a bonus. It is evident that the claimant was not entirely happy with that particular proposal, which further undermines his claim that it was agreed. I find there was no agreement to pay such a bonus.

35. Part of the claimant's deduction from wages claim was in regard to his company pension. The claimant was enrolled on the scheme. He agreed to deductions from his wages being paid as employee pension contributions but some of those contributions were not paid into the pension scheme. It was also a fact that the respondent failed to make all of the employer pension contributions it was required to make. Mr Gordon accepted on the respondent's behalf that the claimant was correct. Some deductions from his wages were not paid into the pension scheme and some employer contributions were not paid in either. Mr Gordon gave an undertaking on the respondent's behalf to make attempts to remedy these failures.

36. In his last payment from the respondent on 12 March 2021 for his employment up to 19 January 2021, a deduction of £495.04 was made and appears on his payslip. The claimant asked for an explanation for that deduction, but none has been provided. When asked in evidence, Mr Joseph could not give a reason for the deduction.

37. On or shortly before 15 December 2020, the claimant was notified that a statutory deduction was to be made from his wages by a government department. The deduction equated to 1/3 of his net income. The claimant discussed this with Mr Joseph at a meeting on 16 December 2020. Options to reduce the claimant's income in order to reduce the size of the statutory deduction were explored. It was agreed by the claimant and Mr Joseph that a way to achieve the claimant's aim was to end the claimant's employment by redundancy and that the claimant would carry on working for the respondent, in the same role, but as a sub-contractor.

38. The claimant drafted a redundancy letter for Mr Joseph to sign. The letter was dated 22 December 2022 and stated that the claimant's last day in employment was 5 January 2021. The redundancy referred to in the letter was not a genuine redundancy situation. It was a scheme concocted jointly by Mr Joseph and the claimant. It was an effort by Mr Joseph to help the claimant who was facing financial difficulty.

39. What is disputed is whether the claimant's employment ended on 5 January 2021 as stated in the letter or whether it ended on a later date. On 29 January 2021, The respondent sent the claimant a letter dated 29 January 2021 on behalf of the respondent telling him that his employment with the respondent would end on 5 February 2021.

40. The claimant's claim is that the date of termination of his employment was 5 February 2021. Mr Joseph for the respondent asserts that the claimant's employment ended on 5 January 2021 as stated in the redundancy letter of 22 December.

41. The claimant insisted the redundancy letter was never signed and that the terms of any subcontracting arrangement were never agreed with Mr Joseph, therefore the redundancy termination did not take effect. Mr Joseph disagrees, insisting that whilst the details of the arrangement were never agreed, the claimant was off the company payroll after 5 January 2021 and any work he did was as a subcontractor.

42. I find that the claimant's version of how and when his employment came to an end is the more likely. I find it unlikely that the claimant, as someone who was in financial difficulty and trying to reduce his income for the purpose of having less of it taken by the government, but still wished to work for the respondent in the same role, would give up his salary and other benefits with no alternative offer in place. Mr Joseph was running a group of companies at a difficult time, and it is understandable that he was distracted by other matters and did not finalise the agreement with the claimant. Therefore, I find that the proposed redundancy solution did not take effect and the claimant continued in employment until 5 February 2021.

43. I also take into account the fact that up until the hearing the respondent accepted the dates of the claimant's employment, including the effective date of termination as being 5 February 2021. This was agreed in the respondent's response to the claimant's claim form.

The Law

44. The relevant law is to be found in the Employment Rights Act 1996 ("*the ERA*") at:

Section 13

(1) *An employer shall not make a deduction from wages of a worker employed by him unless—*

(a) *the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or*

(b) *the worker has previously signified in writing his agreement or consent to the making of the deduction.*

Section 94

(1) *An employee has the right not to be unfairly dismissed by his employer.*

Section 95(1) *For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2) —*

(a) the contract under which he is employed is terminated by the employer (whether with or without notice),

(b) ….

(c) the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct.

Section 98

(1) *In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—*

(a) *the reason (or, if more than one, the principal reason) for the dismissal, and*

(b) *that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.*

(2) *A reason falls within this subsection if it—*

(a) *relates to the capability or qualifications of the employee for performing work of the kind which he was employed by the employer to do,*

(b) *relates to the conduct of the employee,*

(c) *is that the employee was redundant, or*

(d) *is that the employee could not continue to work in the position which he held without contravention (either on his part or on that of his employer) of a duty or restriction imposed by or under an enactment.*

Section104

(1) *An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee—*

(a) *brought proceedings against the employer to enforce a right of his which is a relevant statutory right, or*

(b) *alleged that the employer had infringed a right of his which is a relevant statutory right.*

Section 105

(1) An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if—

(a) the reason (or, if more than one, the principal reason) for the dismissal is that the employee was redundant,

(b) it is shown that the circumstances constituting the redundancy applied equally to one or more other employees in the same undertaking who held positions similar to that held by the employee and who have not been dismissed by the employer, and

(c) it is shown that any of subsections (2A) to (7N) applies.

45. The case of *Somerset County Council v Chambers* [2013]EAT 0417/12 was also applied in this case.

Applying the law to the facts

Automatic Unfair Dismissal

46. The claimant did not have the required 2-years' service with the respondent to bring a claim of ordinary unfair dismissal. Instead, the claimant claimed he was automatically dismissed contrary to Section 104 of the ERA on grounds that he had asserted the infringement of two separate statutory rights: a) that he challenged his employer on non-payment of employer's pension contributions and that his employer had not paid employee contributions into the company's pension scheme and b) that he had alleged unlawful deduction from wages.

47. The claimant also claimed that he was made redundant for a reason proscribed by Section 105 of the ERA.

48. I dismissed the claimant's claim of automatic unfair dismissal on the basis of non-payment of pension contributions because the Tribunal did not have jurisdiction to provide a remedy for such alleged acts as the employee's contributions were deducted from the claimant's wages and were therefore not unlawfully deducted. Relying on the case of *Somerset County Council v Chambers*, the non-payment of

contributions by the employer, was not a deduction from wages. Remedy for such matters may be sought from the Pensions Ombudsman and not the Employment Tribunal.

49. In support of his claim to wrongful dismissal, the claimant argued he was not made redundant at all. He did not claim it was a non-genuine redundancy situation or an unfair redundancy as described in Section 105 of the ERA. Instead, he claimed that the "fake" redundancy he had agreed with Mr Joseph did not materialise because no terms were agreed as to how the he would carry on working on a sub-contractor basis. The claimant's case was that he was dismissed on 5 February 2021 and not on 5 January 2021 which was the date suggested in the proposed redundancy arrangement. I dismiss the Section105 ERA ground because there was no redundancy termination of any kind according to the claimant's own evidence.

50. I also dismiss the claimant's final ground for asserting he was automatically unfairly dismissed, which was the alleged deductions from his wages. The alleged deductions were when he was on furlough and the non-payment of commission.

51. For the reason given at paragraphs 49 to 51 below I reject the claimant's assertion that non-payment of salary and benefits when on furlough was an unlawful deduction from wages. Notwithstanding that finding, for the purposes of Section 104 a mistaken belief in a statutory right may lead to an automatic unfair dismissal. However, I have considered the evidence presented to me and I find no evidence that the claimant did make any such complaint to his employer prior to termination of his employment, nor do I find any evidence to support the assertion it was a reason for the claimant's dismissal.

52. The claimant also asserts that he was dismissed because he alleged to his employer, Mr Joseph, that his right to commission payments had been infringed. I have carefully considered the contemporaneous emails and WhatsApp messages that passed between the claimant and Mr Joseph, and they do not support the claimant's proposition that he was dismissed because he complained about not receiving commission.

53. Commission was certainly a topic of conversation and featured in ongoing discussions between the claimant and Mr Joseph regarding the claimant's remuneration package. In short, the claimant argued that he was not being paid enough for the role he was filling. An email from the claimant to Mr Joseph dated 21 September 2020 set out the claimant's thoughts on remuneration following promotion into the role of Development Director. In that email the claimant was generally content with the 3% commission arrangement and there is no assertion his employer had infringed his right to commission payments at that time. Having considered the totality of the messages that passed between the claimant and Mr Joseph I find no evidence to support the claimant's assertion that any complaint about non-payment of commission was the reason or the principal reason for his dismissal.

54. The WhatsApp messages exchanged between the claimant and Mr Joseph reveal an increasing deterioration in the relationship between the two men. The claimant was becoming increasingly dissatisfied with his pay and benefits which he felt were not commensurate with his new Director status and was telling Mr Joseph so. On the other hand, Mr Joseph felt the claimant was not living up to the company's expectations in terms of performance and deliverables. In short, Mr Joseph was becoming increasingly of the view that the claimant was not worth the money he was demanding.

55. The messages indicate a breakdown in the relationship between Mr Joseph and the claimant. Mr Joseph was, I find, under the mistaken belief that the sham redundancy arrangement had taken effect and that the claimant was working for the company as a subcontractor, even though the terms of that arrangement had still to be finalised. Because Mr Joseph arrived at the conclusion that the claimant was not delivering the outputs in his job description (6 January 2021 at 17:46), he began to actively consider ending their working relationship. It was from that time onwards that the claimant complained of not receiving what he believed to be his dues, including commission. Therefore, I do not accept the claimant's assertion that Mr Joseph dismissed him because of a complaint about non-payment of commission. Mr Joseph had arrived at the decision to let the claimant go before any complaints about commission and independently of such complaints

56. I therefore dismiss the claimants' claims of automatic unfair dismissal.

Unlawful Deductions From Wages

57. **Furlough**. I dismiss the claimant's claim that unlawful deductions were made from his wages when he was placed on furlough. Ordinarily, the claimant's gross wages were £2916.67 per month. This is reflected in the claimant's July 2020 payslip. In April, May and June 2020, when the claimant was on furlough, he was paid £2333.33 each month. Those payments were furlough payments funded by the state and not the employer and were 80% of the claimant's salary.

58. The terms of the furlough scheme have been well publicised and are widely understood. Employees were not permitted to work and in return they were paid 80% of their wages by the government. Employers had a discretion to top up an employee's wages to 100% from the employer's own resources, but such additional payments were discretionary. Employees had no right to such top up payments. The claimant argued that by not topping up his wages the respondent was in breach of contract and made unlawful deductions from his wages. The claimant produced no evidence or authority which might tend to contradict the rules of the government's job retention scheme, and which would support his assertion that he was contractually entitled to be paid 100% of his wages when on furlough. When on furlough, the contract of employment was effectively frozen. The claimant was essentially on unpaid leave so far as his employer was concerned. Therefore, I find

payment of 80% of his wages under the furlough scheme was not an unlawful deduction.

59. The situation regarding the claimant's pay for March 2020 was less clear. On 23 March 2020 the respondent was forced to close down its business and the claimant could not work. Although the furlough scheme did not officially come into force until 1 April 2020, Mr Joseph told the Tribunal that the respondent was able to secure some money from the furlough scheme which was used to help pay the respondent's wage bill for March 2020. I accepted that evidence which was not disputed. In March, the claimant was paid a wage of £2598.49, a shortfall of £318.18. Mr Joseph could not account for that shortfall, nor would I expect him to be able to as the CEO. I take into account the fact that there is no evidence before the Tribunal that the claimant complained about the shortfall before bringing this claim and I also take into account that in May 2020 an arrears payment of £713.05 was paid to the claimant which was not explained. The burden of proof is on the claimant, and I am not satisfied an unlawful deduction was made in March 2020 because I find it more likely than not that he would have challenged it at the time, which he did not.

60. **Commission and Bonus**. Non-payment of commission and bonuses which form part of a contract of employment may amount to an unlawful deduction if not paid in accordance with the contract. However, for the reasons given at paragraphs 25 and 26 above, I find that commission payments were not paid to the claimant during his period of employment because the billable work he played a substantial part in bringing in for his employer did not result in a profit from which commission could be drawn. Therefore, there was no unlawful deduction of commission from his wages.

61. There was no unlawful deduction of bonuses from his wages for the reason given at paragraph 27 above. There was no bonus clause in the claimant's contract, and I am not satisfied on the evidence that there was a verbal agreement between the respondent and claimant on the payment of a bonus.

62. **Payroll Deduction January 2020**. A deduction of £495.04 was made from the claimant's final salary payment for January 2021. The claimant queried this with the respondent's management accountant as soon as he became aware of it. He was not provided with an explanation then and has not been provided with an explanation since. Without such explanation from the respondent, I conclude that it was an unlawful deduction, because a lawful deduction can be explained.

Wrongful Dismissal.

63. The claimant claims wrongful dismissal on the basis that he was given only 5 days' notice of termination and not one month as agreed in his contract of employment at clause 14.1. The respondent's case was that the claimant was paid for a one month notice period running from the date of the purported redundancy

letter dated 22 December 2020. Having found that no termination of employment followed that letter and that the genuine notice of termination was given to the claimant on 29 January 2021, then he must have been entitled to one month's notice from that date.

64. I find the claimant was wrongfully dismissed because he was not permitted to work the one month notice period agreed in his contract and he was not paid in lieu of working for that month. Instead of being paid up to and including 5 February 2021, he should have been paid up to and including 28 February 2021.

65. The contract of employment (at 12.1 *sic*) allowed for the respondent to be placed on "garden leave" during which time "normal pay and benefits" would be paid to the claimant.

66. Therefore, instead of being paid up to and including 19 January 2021, the claimant should have been paid his normal pay and benefits up to an including the 28 of February 2021. His normal pay and benefits were £2916.67(gross) per month, a £300 per month car allowance and an employer pension contribution.

67. The respondent is ordered to pay the claimant the sum of £2916.67. This figure has been calculated using gross monthly pay and the respondent is to deduct from that amount the required sum payable to HM Revenue and Customs for Income Tax and National Insurance. The respondent is also ordered to pay the claimant the car allowance and the employer pension contribution for the period 20 January 2021 to 28 February 2021.

Judge C J Cowx
1 July 2022

REASONS SENT TO THE PARTIES ON
1 July 2022

FOR THE TRIBUNAL OFFICE

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case numbers: **2407360/2021 & Others**

Name of case: **Mr D Crabtree** v **JPG Staff (UK) 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: 1 July 2022

"the calculation day" is: 2 July 2022

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

Mr S Artingstall
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

   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.