EMPLOYMENT TRIBUNALS

Claimant			**Respondent**
Jagdeep Bhuee		**v**	Bestway Wholesale Ltd
Heard at:	Cambridge	**On**:	23rd November 2021
AND at:	Bury St Edmunds	**On:**	10th August 2022

Before: Employment Judge Conley

Appearances

For the Claimant: Mr Jagdeep Bhuee, in person

For the Respondent: Mr Craig Ludlow, Counsel (Cambridge) and Mr Gareth Graham, Counsel (Bury St Edmunds)

JUDGMENT

The Claimant's claim of unauthorised deduction from wages is well founded. The Respondent made unauthorised deductions from wages by failing to pay the Claimant the full amount of wages due from 14th July 2020 to 14th September 2020; and is ordered to pay to the claimant the sum of £3,655.00, being the total gross sum deducted, less the sum of £350.51, for which the Claimant has already been compensated.

REASONS

BACKGROUND

1. By a claim form presented to the Employment Tribunals on 25th November 2020, following a period of ACAS early conciliation between 18th October 2020 and 19th November 2020, the Claimant pursues a complaint that the Respondent made unauthorised deductions from his wages between 9th July 2020 and 9th September 2020.

2. The claim is resisted by the Respondent and they presented a Response which included comprehensive Grounds of Resistance to the Claim.

CASE SUMMARY

3. In outline, the circumstances which give rise to this claim are as follows. The Claimant Mr Jagdeep Bhuee was employed by the Respondent, a company described as 'the largest independent food wholesale group in the UK', as a Customer Sales Representative.

4. On 19th November 2019 the Claimant sustained a foot injury at work which caused him pain and reduced mobility. It was common ground that for a period of time at least he was unfit for work. During this period he claimed Statutory Sick Pay. However, for a number of months he communicated with the Respondent in relation to his desire to return to work in due course.

5. Eventually, on 2nd July 2020, he exhausted his entitlement to Statutory Sick Pay, and on the 9th July 2020 he reiterated his wish to return to work as soon as possible. The Respondent requested evidence as to his fitness to return, which was not forthcoming. The Respondent took the decision that it would not be appropriate for Mr Bhuee to return to work until such evidence were available, and said that, at that stage, there were no reasonable adjustments that could be made to hasten his return to work.

6. In due course, following further communication between the Claimant and the Respondent, he was allowed to return to work on 14th September 2020, initially on reduced hours and adjusted duties during a brief trial period, but resuming his normal duties very shortly thereafter.

7. This claim is founded upon the assertion by the Claimant that between the point at which he declared that he was fit to return to work, and the point at which he was actually allowed to return to work, he was entitled to be paid under the terms of his contract, and that the Respondents refusal to do so amounted to an unauthorised deduction of his wages.

8. The Respondent on the other hand asserts that during this period the Claimant was not fit to return to work as he had not satisfied the Respondent that he was capable of discharging his duties and that it would have been unsafe to allow him to return. They say that during this period he may have been ready and willing to work, but he was not, at this stage, able to do so – at least, not to the Respondent's satisfaction. Although he had exhausted his entitlement to Statutory Sick Pay, there was no obligation upon them to pay his salary whilst he was unfit. They say that as soon as they were satisfied that the Claimant was fit to return to work he was allowed to do so and was remunerated correctly.

THE ISSUES

9. At the start of the hearing a preliminary issue emerged as the Claimant had not prepared a Witness Statement. However, it was agreed by both parties that his statement of case in the ET1 was sufficiently detailed to enable Mr Ludlow to understand the Claimant's case and to be able to cross-examine the Claimant effectively. Accordingly, Mr Ludlow agreed to allow the

Claimant to adopt the contents of this Statement of Case as his evidence in the case.

10. The principal issue that I am required to determine in this case is whether the Respondent made an unauthorised deduction from the Claimants wages during a period in which he was employed by the Respondent, but had not yet returned to work following a period of long-term sickness arising from an accident at work.

11. The issues that I am required to consider in determining this claim are as follows:

    i. Does the Claimant qualify for protection of wages within the meaning of Part II of the Employment Rights Act 1996?
    ii. If so, was the Claimant entitled to be remunerated under the terms of his contract of employment?
    iii. If so was there a deduction of wages?
    iv. If so, was the Claimant, at the time of the deductions, 'ready, willing and able' to work?
    v. If so, was the deduction 'authorised' by any term in the contract or in writing by the Claimant?
    vi. If so, did the deduction fall within one of the statutory exemptions?

12. I was also asked to consider, as a preliminary issue, whether I had jurisdiction to hear the Claim at all. The Grounds of Resistance sets out the argument thus:

    6. It is averred that, properly construed, this is not a claim capable of being construed as a s13 deduction from wages claim. This is not a claim for wages for work done. This is wages for work not done, in circumstances where the Claimant asserts a right to full pay under his contract. It is averred that, properly construed, this is an allegation of breach of contract.
    7. At the time of submitting this claim, the Claimant's employment was continuing and therefore the Tribunal does not have jurisdiction to hear it, section 3(2) Employment Tribunals Act 1996 and Article 3 Extension of Jurisdiction Order 1994.
    8. Therefore, this allegation in relation to a breach of contract was not (at the time of the submission of the claim) outstanding as at the termination of the Claimant's employment. This claim therefore has no prospect of success and should be struck out under Rule 37 Employment Tribunals (Constitution & Rules of Procedures) 2013.

13. When pressed, Mr Ludlow did not withdraw this application, but nor did he seek to advance it any further in oral submissions at the hearing.

14. My initial view was to deny the application for strike-out and to allow the hearing to proceed. In light of the Judgment above it is perhaps obvious that I have not altered my view of this application. In my Judgment, whilst it is right that this claim relates to a breach of a term in the Claimant's contract,

the term in question relates solely to pay, and therefore by definition falls within Part II of the Employment Rights Act, and within the jurisdiction of the Employment Tribunal.

15. The case of *Agarwal v Cardiff University* [2018] EWCA Civ 2084 provides authority to the effect that although Employment Tribunals lacked jurisdiction to interpret employment contracts in claims under the Employment Rights Act 1996 Pt I, that was not the case in claims under Pt II. Tribunals had jurisdiction to resolve any issue necessary to determine whether a sum claimed under Pt II was properly payable, including issues as to the meaning of the contract. The Application for Strike-Out, such as it was, is dismissed.

SUPPLEMENTARY ISSUE(S)

16. After I had reserved Judgment in this case following the hearing on 23rd November 2021, I received further correspondence from the Respondent's legal representatives, Worknest Law, in which it was submitted to me that the Claimant had already been compensated for any alleged deductions from his wages, in that he had settled a claim with the Respondent for compensation for the Personal Injury which he sustained and which was the original cause of his prolonged period of unfitness for work.

17. I invited both parties to make further representations in relation to this matter, in the hope that it would be possible to resolve this issue on the papers. Unfortunately it was not possible to do so, and therefore a further hearing took place on 10th August 2022, at Bury St Edmunds, with both parties appearing via CVP.

18. The issues to be determined were as follows:
i) Whether the sum received by the Claimant in relation to the PI claim compensated him fully for the alleged loss of earnings during the relevant period;
ii) If not, whether the settlement that was reached in the PI was intended to have the effect of compensating the Claimant for the entirety of his losses such that it acted as an estoppel on the proceedings before the Employment Tribunal.

THE EVIDENCE

19. I have considered evidence from the following sources in reaching my findings of fact in this case:
i. The evidence of the Claimant, adopted from his Statement of Case, and cross-examined by Mr Ludlow on behalf of the Respondent;
ii. The evidence of Mr Mit Bhagvat, Area Sales Manager for the Respondent, who served a 4-page witness statement, and was cross-examined by the Claimant;
iii. An agreed Bundle of Documents of 115 pages;

iv. A series of photographs of the interior of the Claimant's van taken at around the time of his accident at work. I should say at the outset that these photographs did not assist me in the determination of the relevant issues in the case and therefore I will make no further reference to them.

20. In relation to the supplementary issue, I have had sight of a 'Supplementary Bundle', consisting of representations from both parties and further Case Management Orders that I made at various stages since the original hearing.

FINDINGS OF FACT

21. The Claimant commenced employment with the Respondent on the 20th August 2018 as a Customer Sales Representative. His annual salary was £21,000, making his monthly gross salary £1,888 and his monthly net salary £1,333.

22. His employment with the Respondent terminated on 2nd December 2020, for reasons unconnected with this claim.

23. The Claimant's ordinary duties were physical in the sense that he was required to drive a van all day, make deliveries, be on his feet, undertake lifting and carrying of items of different weights.

24. On 19th November 2019, the Claimant sustained an injury whilst at work. I make no finding in relation to any attribution of fault for this accident because it is not a relevant consideration for the purposes of deciding this claim. Suffice it to say that the injury was such that he was not able to discharge his duties for a number of months.

25. In total, he was absent from work from the 20th November 2019 to the 14th September 2020 when he returned to work on restricted hours, and restricted duties insofar as he was 'buddied' with a colleague and was not required to drive his van or undertake any heavy lifting.

26. The Respondent has a Long Term Sickness Absence Policy and Procedure. However, the Policy was not followed in the case of the Claimant in a number of significant ways, eg:
    i. It did not consider whether to refer the Claimant to Occupational Health after 4 weeks of continuous absence (p40). Indeed, the first reference to OH of any kind came on 7th April 2020, some 20 weeks after the Claimant's accident at work, when Mr Bhagvat emailed the Claimant asking for consent to make the referral to OH. The actual meeting with OH didn't take place until 20th April 2020.
    ii. There was no Formal Case Review meeting following the OH appointment;

ii. The 'Stage 1 Trigger Point' was not identified after 28 calendar days absence, and there was no 'Stage 1 invitation' or 'Stage 1 meeting' as required.
iii. The same is true of 'Stage 2', after 3 months absence;
iv. Likewise, 'Stage 3', which ought to have been triggered, in my judgment, by the 'Fit Note' submitted by the Claimant on the 2nd April 2020;
v. The options of a 'phased return to work', 'temporary reassignment' or 'permanent deployment' were not given any serious consideration at any stage prior to a meeting of the Claimant, Mr Bhagvat, and an HR representative on 9th September 2020

27. The Claimant's contract of employment contains a clause headed 'Your sickess absence'. This sets out the obligations upon the employee in circumstances where s/he is absent from work through illness or injury.

28. However, crucially, it is silent as to any right of the Respondent to suspend an employee, with or without pay, in circumstances where they, the Respondent, deem the employee to be unfit to return to work; and also as to there being any requirement upon an employee to produce medical certification as to their fitness to return to work after a period of absence.

29. During the period November 2019 to July 2020, the Claimant's absence from work was evidenced by a series of 'Fit Notes' from his GP which were deemed acceptable by the Respondent.

30. On 2nd April 2020, the Claimant submitted a 'Fit Note' from his GP which indicated that he was unfit for work 'indefinitely'. I accept that the word 'indefinitely' in this context is open to different interpretations. Mr Bhagvat's evidence was that he understood it to mean that the Claimant would be unfit to work until such time as the GP deemed that he had recovered sufficiently in order to be able to return to work. It was the Claimant's case that the reason the 'Fit Note' was issued in those terms was a pragmatic decision, to 'cover' his absence from work for as long as necessary, and to obviate the need for the Claimant to seek repeated 'Fit Notes' from his GP during the Covid lockdown.

31. I fully accept that both interpretations were honestly held. I accept the Claimant's evidence that the GP told him that 'only [he] knows when [he] I will be ready to go back to work', and that the GP was not prepared to certify that he was fit for work, supports the Claimant's case that the 2nd April Fit Note was issued out of convenience rather than as a definitive statement that the Claimant would remain unfit until such time as the GP decided otherwise. The fact that the surgery made it clear in their letter of 24th July that it was not their practice to certify patients as 'fit for work' reinforces my view that the Claimant's interpretation was the correct one.

32. Mr Bhagvat, in his letter dealing with the grievance, said that it was 'company procedure' to seek a Fit Note or medical confirmation that an employee is fit to return to work. I find that he is mistaken about this, having considered the Policy and Procedure document in the bundle and finding no reference to such a procedure.

33. The Claimant had made it abundantly clear over the course of several months that his intention was to return to work as soon as possible in numerous emails, commencing in March 2020.

34. I accept from the OH report that, as of the 20th April, the Claimant was not yet fit to return to normal duties. However, it was being suggested that management should consider making adjustments to allow for his safe return in due course. The report recommended a review in 2 months or a return to sedentary duties. The report states that the Claimant 'may be fit for sedentary duties while recovering'. These options were not given adequate consideration in accordance with the Respondent's own policy.

35. In an email dated 9th July 2020, the Claimant specifically asked whether Mr Bhagvat had given consideration to what duties he could undertake upon his return to work, and specifically asked whether he would be 'buddied' with a colleague upon his return. Once again this option was not given adequate consideration.

36. I do not find that the Claimant was presenting himself as 'fit for work' in this email. Contrary to what is said in the Claimant's ET1, in my judgment he was at this stage seeking information as to his working conditions upon his return, and reiterating his desire that that be as soon as possible.

37. However, at the meeting which followed on the 14th July 2020, I find that the Claimant was self-certifying as being fit for work, and that Mr Bhagvat, on behalf of the Respondent, refused to allow him to return, citing the lack of a Fit Note from a GP or the results of an ultrasound scan; and indicating that there were no light duties available.

38. Once again, I find that this was an honest yet mistaken belief on the part of Mr Bhagvat. The fact that the Claimant ultimately returned to work without the provision of either a scan or a medical certificate, and that he was placed initially on reduced hours and 'buddied' with a colleague demonstrates to me that these were not genuine barriers to his safe return to work.

39. The Claimant was due to have an ultrasound scan in July but was unable to attend due to a lack of funds to get to the appointment.

40. On 18th August 2020 he eventually had his ultrasound. The scan report from Dr Jonathan Thacker revealed that there was evidence of plantar fasciitis

but did not make any findings as to what effect that condition would have on his ability to work.

41. The Claimant had a meeting with Mr Bhagvat and Chandrika Parekh from the Respondent's HR department on the 9th September 2020, at which he was invited to return to work the following week, with adjustments being made to his work on a trial basis. These adjustments included reduced hours, and being 'buddied' with a colleague, so that he would not be required to drive the van or carry heavy items. Neither of these adjustments appear to have been considered by the Respondent at any stage prior to this meeting. I observe once again that the Respondent had not received the scan results or a 'Fit Note' confirming the Claimant's fitness to return to work before taking the decision to allow him to return.

42. The Claimant thereafter resumed his normal contractual hours of work and duties on the 21st September 2020.

43. He submitted a grievance to the Respondent in which he raised the same complaints that he does before the Tribunal, among others. A meeting was held in September 2020, and in October 2020, Mr Bhagvat wrote to the Claimant and dismissed his grievance and informing him of his right of appeal, which the Claimant declined to take up, instead choosing to seek redress before the Tribunal.

44. In relation to the supplementary issue: the Claimant received compensation from the Respondent in the sum of £14,553.48. This comprised
i) £725.00 – Payment to the Compensation Recovery Unit for NHS charges on 29 June 2021;
ii) £350.51 – Repayment of benefits paid to the Claimant paid on 27 August 2021;
iii) £1,000.00 – Interim payment to the Claimant's representatives on 12 August 2020;
iv) £3,700.60 - Claimant costs and disbursements;
v) £8,777.37 Payment in respect of general and special damages paid to the Claimant's representatives on 25 August 2021.

45. In respect of v) above, this was apportioned as follows:

£2,200.00 – General damages

£6,577.37 – Special Damages

£6,565.87 – Loss of earnings

£11.50 – Travel costs

46. The sum of £6,565.87 represented the loss of earnings calculated as being the differential between the pay that would have been due to the Claimant and that which he received in the form of Statutory Sick Pay (SSP) in the first 6 months following his injury.

47. The Claimant received £350.51 in Employment and Support Allowance between 10th July 2020 and 11th August 2020.

THE LAW AND CONCLUSIONS

48. The Protection of Wages provisions in Part II of the ERA 1996 apply to workers as defined at s.230(3) ERA 1996:

'In this Act "worker"…means an individual who has entered into or works under (or, where the employment has ceased, worked under) – (a) a contract of employment, or (b) 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…'

49. S.13 ERA 1996 provides protection of wages for workers:

(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.

50. The following matters are common ground between the parties:
    i. The Claimant was at the material time an employee of the Respondent;
    ii. His contract of employment entitled him to be paid an annual salary of £21,000, to be paid monthly, in arrears, directly into his bank account on or about the last working day of each calendar month;
    iii. He was not paid between 9th July 2020 and his return to work on the 14th September 2020;
    iii. He did not signify in writing any agreement or consent to the making of any deduction from his wages;
    iv. The non-payment (to use a neutral term) of his salary was not as a result of one of the statutory exemptions set out in section 14 of the ERA 1996.

51. In essence, the Claimant's case is that simply that his salary was due under the terms of his contract and therefore from the point at which he self-certified as 'fit for work', he was entitled to be paid, whether or not he was actually required to work. A refusal to allow him to work, he says, amounts to a suspension on medical grounds, and there is nothing in his contract that allows such a suspension to be without pay.

52. The Respondent's case is that whilst the Claimant was both ready and willing to return to work, he was not yet able, because he hadn't satisfied them that he was fit to do so, notwithstanding the Claimant's own evaluation that he was. Heavy reliance is place by the Respondent on the GP's Fit Note of the 2nd April 2020 which stated that the Claimant was unfit for work 'indefinitely', from which the Respondent has assumed that this Fit Note needed to be superseded by a further Fit Note, or some other form of medical evidence, to demonstrate that the Claimant was no longer unfit for work.

53. In *North West Anglia NHS Foundation Trust v Gregg* [2019] EWCA Civ 387, per Coulson LJ, the starting point for any analysis of [whether the employer is entitled to withhold pay] was identified as *"the contract itself… Was a decision to deduct pay for the period [in question] in accordance with the express or implied terms of the contract? If the contract did not permit deduction then… the related question is whether the decision to deduct pay for the period… was in accordance with custom and practice. If the answer to both these questions is in the negative, then the common law principle – the "ready, willing and able" analysis… falls to be considered."*

54. In *Beveridge v KLM UK Ltd [2000] IRLR 765, EAT*, an employee who had been on sick leave had obtained a medical certificate pronouncing her fully fit and wished to return to work. However, she was prevented from returning for some six weeks by her employer whilst it waited for its own medical report. As her entitlement to contractual sick pay had run out by this stage the employer did not pay her any wages for this six-week waiting period. The contract was silent on the issue of whether wages could be withheld during this time so the EAT had to determine whether the employee had been ready and willing to work during the waiting period. The EAT held that in the absence of a contractual term to the contrary, wages were payable.

55. I note that in the *Beveridge* case, the employee did produce a medical note which demonstrated that she was fit to return to work. However, on the facts of that case, there was reference in the employee's contract to an employee being given 'medical clearance' before a return to work following a period of suspension on medical grounds.

56. There was no such reference within the Claimant's contract or indeed in the (non-contractual) Long Term Sickness Absence Policy. The fact that the Claimant was eventually allowed to return to work on the 14th September 2020 without producing such a document further undermines the Respondent's assertion that a medical note was a necessary requirement before the Claimant could be allowed to return to work; as does the fact that the results of the ultrasound scan, which had been previously identified as a barrier to the Claimant's return to work, were not in the hands of the Respondent at the time the Claimant returned to work.

57. Furthermore, the surgery indicated in a letter of the 24th July 2020, which had the tenor of a rebuke to the Respondent not to take up any more of the surgery's valuable time, that it was not their practice to provide a note indicating that a person is fit for work, as opposed to unfit; and they cited details of the DWP guidance in relation to the provision of fit notes – in essence, that they will be provided to demonstrate that a person is NOT fit for work, but not to demonstrate that a person IS fit for work.

58. The letter went on to set out the circumstances in which an organisation could obtain such a note on a privately funded basis, which the Respondent made some efforts to obtain. However, once again, the Claimant was allowed to return to work before this report was received, if indeed it ever was.

59. Mr Bhagvat's evidence was that the only thing that changed between the Claimant asking to return to work in July and eventually being allowed to return to work in September was his use of the phrase that he was '100% fit' (as opposed to merely being 'fit', albeit still feeling some pain after walking). I do not find that this is sufficiently significant change of circumstances to override the original decision to refuse to all the Claimant to return to work.

60. I have also considered the case of *Miller v 5M Ltd* [2005] 12 WLUK 25. This case was concerned with a situation in which an employee was certified as being only fit for light duties; the employee was only in a position to offer partial performance which the employer had not been prepared to accept. In those circumstances no wages were due.

61. Although it was not specifically argued, I have nevertheless considered whether this situation has arisen here. In short, I have decided that it has not for three reasons. Firstly, I have found that it was not the case that the Claimant's job 'does not allow for light duties' – that is self-evident from what transpired when the Claimant returned to work. Secondly, unlike in *Miller*, the Claimant had not submitted a medical certificate stating that he was unfit for work save for light duties; he had merely requested light duties and some very minor adjustments (such as the use of a trolley) as part of his planned return to work. Thirdly, the *Miller* case is factually much more complex than this matter and can be distinguished.

62. During closing submissions, I invited Mr Ludlow to address me on whether the Respondent accepted that the Claimant was suspended during the relevant period; and if so, was there any term in the Claimant's contract that entitled the Respondent to suspend him, with or without pay, in circumstances where it is the Respondent that formed the opinion that he was unfit for work.

63. The Respondent's position was that it was not 'labelled' a suspension – it was merely a situation in which they adjudged that the Claimant was not fit for work. This in my judgment amounts to a *de facto* suspension, whether or not the Respondent chooses to label it as such. There was no term in the Claimant's contract conferring the right to suspend in these circumstances, and certainly not to do so without pay.

64. I consider that the Claimant could do no more, in respect of his side of the mutual contract, than proffer his services having certified his own fitness to work. It was for the Respondent to show that in this context the contract expressly entitled them to withhold payment. There is no such provision in this contract.

65. Accordingly I find that the Claimant suffered an unlawful deduction from his wages for two months from 14th July 2020 to the 14th September 2020. The document entitled 'Schedule of Loss' (which is in fact an email from the Claimant to Kurt Reilly) is somewhat unhelpful. However, I note that there is agreement between the parties in the ET1 and ET3 as to the Claimant's gross earnings and so I will rely upon these in ordering the Respondent to pay the Claimant £3,655, less £350.51 (for reasons set out below). This sum will be subject to deductions for income tax and employee NICs by the Respondent.

66. In relation to the supplementary issue, as set out above, I have found that in answer to the first question, the compensation awarded to the Claimant pursuant to the PI Claim did not include any financial compensation for the period covered by the claim before the Tribunal. Mr Graham, sensibly in my judgment, made that concession based upon a simple calculation of the losses sustained by the Claimant when compared with the Schedule of Loss that was prepared in relation to that PI Claim.

67. In relation to the second question, it was submitted to me that, despite the fact that the PI Claim did not compensate the Claimant for the losses which he has sought before the Tribunal, the fact of the settlement itself, which initially encompassed ALL of the Claimant's losses (including those being awarded here) operated as an estoppel against these proceedings.

68. This is a problematic submission, in that Parliament has legislated (ERA 1996, section 203(2)(f)) specifically to address such a situation, presumably in order to address the very problem that has arisen here.

69. In that section, the Act sets out (in subsection (3)) the criteria that must be satisfied in order for a settlement agreeement to have the effect that I am being invited to consider applies to the agreement to settle the PI claim. Once again, Mr Graham concedes (as he must) that these criteria are not met. However, he nevertheless submits that support can be found for the contention that this was its intended purpose in the fact that the Settlement Agreement included an agreement to repay the sum of £350.51 that the Claimant received in Employment and Support Allowance between 10th July

2020 and 11th August 2020. He submits that this demonstrates clearly the fact that the Claimant knew and understood that the settlement agreement was intended to compensate him not merely for the 6 months period after the injury, but also for a period which falls within the relevant period in relation to the claim before the Tribunal; and that this now places an evidential burden upon him (the Claimant) to satisfy the Tribunal that this was not the case.

70. I have not found, nor have I been directed to, any authority for this proposition such that would cause me to revisit my findings in relation to the substantive claim as a whole. However, I do nevertheless have regard to the fact that the Claimant did receive financial assistance during the period covered by this claim, and that the Respondent has, as part of the PI Settlement, repaid this sum; and in the circumstances I do consider that it would be unjust to require them to pay the sum again. It is for this reason that I reduce the award by £350.51.

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Employment Judge Conley
15 August 2022
Date: …….
30/08/2022
Sent to the parties on: .....
J Moossavi
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For the Tribunal Office