



EMPLOYMENT TRIBUNALS

FINAL HEARING

Case Number 1401562/2022

Claimant: Mr T Cooke (First Claimant)

Respondent: The Online Book Company Limited

Case Number 1402589/2022

Claimant: Ms J Pentecost (Second Claimant)

Respondent: The Online Book Company Limited

Case Number 1401745/2022

Claimant: Mr H Haward (Third Claimant)

Respondent: The Online Book Company Limited

Heard at: Bristol (remotely in public by video) **On:** 8 September 2022

Before: Employment Judge Shore

Appearances

For the claimants: In Person
For the respondent: No Appearance

JUDGMENT AND REMEDY

First Claimant – Timothy Cooke

1. The first claimant, Timothy Cooke, was employed by the respondent as a Technical Support Manager from 1 November 2014 to 1 June 2022, which was his effective date of termination of employment. He was paid a gross salary of £30,000.00 per annum, which equates to £576.92 per week. That nets down to

£426.74 per week, or £83.43 per day after deduction of Income Tax and National Insurance. His date of birth is 12 July 1961.

2. The first claimant's claim of unauthorised deduction of wages contrary to section 13 of the Employment Rights Act 1996 is well-founded and succeeds against the respondent in respect of the unauthorised deductions from wages in April and May 2022 and the failure to pay pension contributions for May 2022. The claim in respect of unpaid wages in November 2019 is out of time and fails.
3. The respondent, The Online Book Company Limited, shall pay Timothy Cooke the sum of £5,000.00 (gross before deduction of Income Tax and National Insurance), which nets down to **£3,670.80** after deduction of Income Tax and National Insurance in respect of unauthorised deductions of pay for the period April to May 2022.
4. The respondent, The Online Book Company Limited, shall pay Timothy Cooke the sum of **£217.80** (gross before deduction of Income Tax and National Insurance), in respect of unauthorised deduction of pension contributions for the month of May 2022.
5. The first claimant's claim for failure to pay for holidays accrued but not taken is well-founded and succeeds against the respondent.
6. The respondent, The Online Book Company Limited, shall pay Timothy Cooke the sum of **£945.51** (this is the net figure after deduction of Income Tax and National Insurance) for the failure to pay for holidays accrued but not taken. This is calculated as 11 days' holiday pay at £83.43 (net).
7. The first claimant's claim of breach of contract (failure to pay notice pay) is well founded and succeeds against the respondent.
8. The respondent, The Online Book Company Limited, shall pay Timothy Cooke the sum of **£5,547.58** (this is the net figure after deduction of income tax and National Insurance) for the failure to pay notice pay.
9. The first claimant's claim for a statutory redundancy payment succeeds. The reason for the first claimant's dismissal was redundancy.
10. The first claimant was employed for 7 complete years and a multiplier of 1.5 weeks for each year of service applies. He is therefore entitled to 10.5 weeks' pay capped at £571.00 per week = **£5,995.50** (payable gross without deduction of Income Tax or National Insurance).

Second Claimant – Julie Pentecost

1. The second claimant, Julie Pentecost, was employed by the respondent as a Operations Manager from 1 October 2007 to 1 June 2022, which was her effective date of termination of employment. She was paid a gross salary of £30,000.00 per annum, which equates to £576.92 per week. That nets down to £433.70 per week, or £86.74 per day after deduction of Income Tax and National Insurance. Her date of birth is 23 October 1959.
2. The second claimant's claim of unauthorised deduction of wages contrary to section 13 of the Employment Rights Act 1996 is well-founded and succeeds against the respondent in respect of the unauthorised deductions from wages in

April and May 2022 and the failure to pay pension contributions for May 2022.

3. The respondent, The Online Book Company Limited, shall pay Julie Pentecost the sum of £5,000.00 (gross before deduction of Income Tax and National Insurance), which nets down to **£3,816.60** after deduction of Income Tax and National Insurance in respect of unauthorised deductions of pay for the period April to May 2022.
4. The respondent, The Online Book Company Limited, shall pay Julie Pentecost the sum of **£136.80** (gross before deduction of Income Tax and National Insurance), in respect of unauthorised deduction of pension contributions for the month of May 2022.
5. The second claimant's claim for failure to pay for holidays accrued but not taken is well-founded and succeeds against the respondent.
6. The respondent, The Online Book Company Limited, shall pay Julie Pentecost the sum of **£1,648.06** (this is the net figure after deduction of Income Tax and National Insurance) for the failure to pay for holidays accrued but not taken. This is calculated as 19 days' holiday pay at £86.74 (net).
7. The second claimant's claim of breach of contract (failure to pay notice pay) is well founded and succeeds against the respondent.
8. The respondent, The Online Book Company Limited, shall pay Julie Pentecost the sum of **£5,743.04** (this is the net figure after deduction of Income Tax and National Insurance) for the failure to pay notice pay.
9. The second claimant's claim for a statutory redundancy payment succeeds. The reason for the second claimant's dismissal was redundancy.
10. The second claimant was employed for 14 complete years and a multiplier of 1.5 weeks for each year of service applies. She is therefore entitled to 21 weeks' pay capped at £571.00 per week = **£11,991.00** (payable gross without deduction of Income Tax or National Insurance).

Third Claimant – Harry Haward

1. The third claimant, Harry Haward, was employed by the respondent as a Customer Services Manager from 15 September 2009 to 1 June 2022, which was his effective date of termination of employment. He was paid a gross salary of £20,000.00 per annum, which equates to £384.61 per week. That nets down to £314.85 per week, or £62.97 per day after deduction of Income Tax and National Insurance. His date of birth is 24 February 1986.
2. The third claimant's claim of unauthorised deduction of wages contrary to section 13 of the Employment Rights Act 1996 is well-founded and succeeds against the respondent in respect of the unauthorised deductions from wages in April and May 2022 and the failure to pay pension contributions for May 2022.
3. The respondent, The Online Book Company Limited, shall pay Harry Haward the sum of £3,333.34 (gross before deduction of Income Tax and National Insurance), which nets down to **£2,770.82** after deduction of Income Tax and National Insurance in respect of unauthorised deductions of pay for the period April to May 2022.

4. The respondent, The Online Book Company Limited, shall pay Harry Haward the sum of **£80.27** (gross before deduction of Income Tax and National Insurance), in respect of unauthorised deduction of pension contributions for the month of May 2022.
5. The third claimant's claim for failure to pay for holidays accrued but not taken is well-founded and succeeds against the respondent.
6. The respondent, The Online Book Company Limited, shall pay Harry Haward the sum of **£398.83** (this is the net figure after deduction of Income Tax and National Insurance) for the failure to pay for holidays accrued but not taken. This is calculated as 6 days' holiday pay at £62.97 (net).
7. The third claimant's claim of breach of contract (failure to pay notice pay) is well founded and succeeds against the respondent.
8. The respondent, The Online Book Company Limited, shall pay Harry Haward the sum of **£4,163.66** (this is the net figure after deduction of Income Tax and National Insurance) for the failure to pay notice pay.
9. The third claimant's claim for a statutory redundancy payment succeeds. The reason for the third claimant's dismissal was redundancy.
10. The third claimant was employed for 12 complete years and a multiplier of 1 weeks for each year of service applies. He is therefore entitled to 12 weeks' pay at 386.61.00 per week = **£4,615.32** (payable gross without deduction of Income Tax or National Insurance).

Employment Judge Shore
Date 8 September 2022

Judgment sent to the parties: 15 September 2022

FOR THE TRIBUNAL

Note

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.

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