



EMPLOYMENT TRIBUNALS

Claimant: Alan O’Gorman
Respondent: UK Cargo Logistics Limited

Heard at: Manchester (by video)

On: 24th October 2022

Before: Employment Judge Cline (sitting alone)

Representation

Claimant: In person

Respondent: Not in attendance or represented

JUDGMENT

- 1) The name of the Respondent is amended to UK Cargo Logistics Services Limited.
- 2) The Claimant’s claim for unlawful deductions from wages is well-founded and succeeds. The Respondent shall pay to the Claimant the sum of £4,661.40 gross.
- 3) The Claimant’s claim for breach of contract is well-founded and succeeds. The Respondent shall pay to the Claimant unpaid night allowances, unpaid meal allowances and unpaid expenses totalling £2,011 net.
- 4) The Respondent has failed to pay the Claimant’s holiday entitlement and shall pay to the Claimant the sum of £408 gross.
- 5) The Claimant’s application for a preparation time order is refused.
- 6) The total amount payable to the Claimant pursuant to paragraphs 2, 3 and 4 above is £7,080.40 and must be paid by the Respondent by 4pm on 14th November 2022.

REASONS

- 1) This matter was listed for a video hearing following the striking-out of the claim for unfair dismissal but with directions having been given for the remaining claims to be heard. There has been no response from the Respondent throughout the proceedings and, as such, only the Claimant attended the hearing.
- 2) I noted from the papers that the name of the Respondent thus far has been UK Cargo Logistics Limited; however, a Companies House search suggests that the correct name is UK Cargo Logistics Services Limited. UK Cargo Logistics Services Limited has the same correspondence address as that provided in the ET1 claim form and the sole director is named as David Gallagher. The Claimant confirmed that this was, to his knowledge, the address of his employer and that Mr Gallagher was the person with whom he dealt on a day-to-day basis. As such, I granted the Claimant's application to amend the name of the Respondent to UK Cargo Logistics Services Limited.
- 3) Given the absence of the Respondent, I considered the application of Rule 21 of the Tribunal Rules. I was satisfied that, in the circumstances outlined above, despite the need for a typographical amendment of the Respondent's name, the Respondent was, on the balance of probabilities, likely to have been aware of the claim as the correspondence address of UK Cargo Logistics Services Limited is the same as that provided in the ET1 claim form and the contact name is that of Mr Gallagher. I noted especially that a letter dated 3rd August 2022 was sent to UK Cargo Logistics Limited at the correspondence address notifying them that, as no response had been received, a Rule 21 judgment may be made in due course. I was therefore satisfied that it was in accordance with the Overriding Objective to proceed in the Respondent's absence.
- 4) The Claimant confirmed that he had provided the Tribunal with both an electronic bundle and a paper bundle, both of which I had before me. The electronic bundle contained various documents and appears to have been provided pursuant to the direction of Employment Judge Holmes dated 13th September 2022. The Claimant also confirmed that the paper bundle was hand-delivered to the Tribunal last week. The most relevant documents in the paper bundle were:
 - a. the Claimant's covering letter dated 19th September 2022;

- b. a table of the sums claimed with a breakdown of what had been paid to the Claimant and what, on his case, remains outstanding;
 - c. a copy of the Claimant's work diary from 17th January to 25th March 2022 inclusive;
 - d. a copy of one payslip dated 28th January 2022; and
 - e. a copy of the Claimant's bank statement covering 3rd January to 1st April 2022 inclusive.
- 5) The Claimant took the affirmation and confirmed that he understood that he was giving all further evidence in that context. He confirmed the truth and accuracy of the documents listed at paragraph 4 above and confirmed that he wished to rely upon them as his evidence. I took the Claimant through these documents and he explained how the evidence was said to support his claim. I was satisfied on the balance of probabilities that the totality of this documentation supported the claims made for unpaid wages, unpaid holiday pay, unpaid night allowances, unpaid meal allowances and unpaid expenses.
- 6) The claims for night allowances, meal allowances and expenses were allowed on the basis that, in the absence of any evidence to counter the Claimant's assertions under affirmation that the Respondent had agreed to pay an allowance of £25 per night spent away from home, a meal allowance of £12 per day and relevant expenses such as parking, there was such a contractual agreement. I also found that, as the Claimant set out in his oral and written evidence, none of the relevant allowances or expenses had been paid by the Respondent in breach of that contract. I allowed the claims for unpaid wages and holiday pay (pursuant to Section 13 of the Employment Rights Act 1996) on the basis of the Claimant's uncontroverted evidence that his agreed hourly rate was £17 and that he had worked the hours set out. I therefore awarded the sums outlined in the body of the judgment.
- 7) The Claimant made an application for a preparation time order. He confirmed that the sole basis for this application was the Respondent's apparent failure to respond to the claim at all or to take any part whatsoever in the proceedings. I was not satisfied that this was sufficient to meet the test set out at Rule 76 of the Tribunal Rules and therefore refused the application.

Employment Judge Cline

Date: 24 October 2022

JUDGMENT SENT TO THE PARTIES ON

26 October 2022

FOR THE TRIBUNAL OFFICE

Notes

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.

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2403483/2022**

Name of case: **Mr A O'Gorman** v **UK Cargo Logistics
Services Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 26 October 2022

the calculation day in this case is: 27 October 2022

the stipulated rate of interest is: **8% per annum**.

For the Employment Tribunal Office