



EMPLOYMENT TRIBUNALS

Claimant: Miss Natalie Ambersley

Respondent: Aaqua Limited

Heard at: East London Hearing Centre (remotely in public by telephone)

On: 15 February 2023

Before: Employment Judge Shore

Appearances

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

JUDGMENT

1. The name of the respondent is amended to **Aaqua Limited**. Service of the claim on the respondent is dispensed with, as the original claim was served at its registered office.
2. The claimant was paid £65,000.00 gross per annum, which is £5,416.66 per calendar month; £1,250.00 per week; or £250.00 per day – all gross figures. The claimant worked five days per week.
3. The claimant's claim of unauthorised deduction of wages contrary to section 13 of the Employment Rights Act 1996 is well-founded and succeeds. The respondent will pay the claimant **£3,250.00** (gross before deduction of income tax and National Insurance), being 13 days' pay from 1 August 2022 to 17 August 2022 at £250.00 per day gross.
4. The claimant's claim of unauthorised deduction of wages (failure to pay accrued holiday pay) is well-founded and succeeds. The claimant was employed from 7 March 2022 to 17 August 2022 and accrued 17.6 days' holiday in that period. She took five days' holiday leaving a balance of holidays accrued but untaken of 12.6 days' holiday. The respondent will pay the claimant **£3,150.00** (gross before deduction of income tax and National Insurance), being 12.6 days at £250.00 per day gross.

5. The claimant's claim of unauthorised deduction of wages (failure to pay pension contributions) is well-founded and succeeds. The claimant was entitled to a contribution towards her pension fund of 2% of salary. The respondent will pay the claimant **£65.00** (gross before deduction of income tax and National Insurance), being 2% of the unpaid wages in August 2022.
6. The claimant's claim of breach of contract (failure to pay notice pay) contrary to Article 4 of the Employment Tribunals Extension of Jurisdiction (England & Wales) Order 1994 is well-founded and succeeds. The claimant's contractual entitlement to notice was one month. She was given no notice. The respondent will pay the claimant **£5,416.16**, being one month's pay (gross before deduction of income tax and National Insurance).
7. The total payable by the respondent to the claimant is **£11,881.16** (gross before deduction of income tax and National Insurance).

Employment Judge Shore
Dated: 15 February 2023