



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss C Hagan

**Respondent:** S&N Collective Ltd

**Heard at:** Liverpool **On:** 2 May 2023

**Before:** Employment Judge Liz Ord (by CVP)

**Representation:**

Claimant: In person  
Respondent: Not attending

## RECONSIDERATION OF ORAL JUDGMENT

1. The tribunal's reconsidered judgment of 9 February 2023 is varied as follows:
  - a. The respondent made an unauthorised deduction from the claimant's wages and is ordered to pay to the claimant the gross sum of £1,800.01 in respect of the amount unlawfully deducted, subject to any deductions it is required to make for tax and national insurance.

## REASONS FOR VARIATION

1. Ashleigh Wilcox, who was handling the claim on behalf of the respondent, sent an email to the tribunal on 19 January 2023 saying that she had undergone emergency surgery the day before the final hearing and was unable to attend. The tribunal treated this as an application to reconsider.
2. There had already been a reconsideration due to some double counting of dates and the tribunal considered that there were reasonable prospects of this reconsidered decision being varied or revoked upon further reconsideration. Accordingly, it wrote to the parties on 15 February 2023

saying that it was in the interests of justice to reconsider the judgment. The parties were invited to send to the tribunal any further information they felt was appropriate and to confirm whether they required a hearing. Thereafter, a remote hearing was listed by CVP for today.

3. The claimant attended, but Ms Wilcox sent an e-mail at around 10.00am saying she was unable to log on. The tribunal clerk sent another link to her. There was no reply. Over the course of the next hour and a half, he sent another three emails and tried to call her, but the number was not available and she did not reply to the emails. He telephoned the respondent's director twice, Christian Ingrassia, but the call went to voice mail each time. Neither Ms Wilcox or Mr Ingrassia telephoned the tribunal to discuss any difficulties they might be having.
4. The claimant had now taken time off work on two occasions to attend the tribunal hearing and she explained she would have difficulty taking further time off in the near future. Taking into account that this was a rule 21 hearing, and that the tribunal had written representations from the respondent, which it could consider, it used its discretion to proceed.
5. The respondent's representations conceded that some outstanding wages were owed to the claimant and estimated this to be in the region of £850. This was after deducting an overpayment for excess holidays and other monies claimed to be owed to the respondent. However, this is not a breach of contract claim in which a counterclaim has been presented, and consequently, the tribunal does not have jurisdiction to hear any counterclaim. It can however, consider previous overpayments for excess holidays.
6. Accordingly, the calculation has been re-done as follows:

£30,000 annual gross salary

$$30,000 / (52 \times 5) = 30,000 / 260 = 115.385 \text{ per day}$$

The claimant was not paid from 30/5/22 to 23/6/22, being 17 working days plus 2 bank holidays, totalling 19 unpaid days.

$$19 \times 115.385 = 2,192.32$$

The claimant was entitled to 28 days holiday per annum plus 1 extra day for the Queen's birthday, totalling 29 days.

The holiday year ran from 1/4 to 31/3

The number of days from 1/4/22 to 23/6/22 is 83

Therefore, the fraction of the year worked is  $83/365 = 0.2274$

Holiday entitlement for this period =  $0.2274 \times 29 = 6.6$  days

For this period, the claimant took 6 working days (3/5; 26/5; 27/5; 30/5; 31/5; 1/6) plus 4 bank holidays (15/4; 2/5; 2/6; 3/6), totalling 10 days.

As this was more than her entitlement for this period, her pay is adjusted to deduct the additional holidays taken.

$10 - 6.6 = 3.4$  additional days

$3.4 \times 115.385 = 392.31$

£392.31 is deducted from wages owed.

$2192.32 - 392.31 = 1,800.01$

7. The amount owed by the respondent to the claimant is therefore, £1,800.01 gross.

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Employment Judge Liz Ord  
Date 2 May 2023

JUDGMENT SENT TO THE PARTIES ON  
4 May 2023

FOR THE TRIBUNAL OFFICE



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2406925/2022**

Name of case: **Miss C Hagan** v **S&N Collective Ltd**

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: 4 May 2023

**the calculation day** in this case is: 5 May 2023

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

Mr S Artingstall  
For the Employment Tribunal Office

## GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:

[www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.