



EMPLOYMENT TRIBUNALS

Claimant: Miss Heather Haley

Respondent: Healthcare 1st Choice Ltd

Heard at: London South Employment Tribunal (by CVP video conference)

On: Tuesday 6 June 2023

Before: Employment Judge Musgrave-Cohen

Representation:

Claimant Mr Kessack

Respondent Mr Munro

JUDGMENT

1. The respondent made unauthorised deductions from wages by failing to pay the claimant the full amount of wages due for 1 June 2021 to 24 November 2021 and is ordered to pay to the claimant the sum of £1,234.65 being the total gross sum deducted.
2. The respondent made an unauthorised deduction from wages by failing to pay the claimant the full amount of statutory sick pay due in November 2021 and is ordered to pay to the claimant the sum of £249.21 being the total gross sum deducted.
3. The respondent made an unauthorised deduction from wages by failing to pay the claimant in lieu of annual leave accrued between 1 April 2021 and 24 November

2021 but untaken on termination of employment and is ordered to pay to the claimant the sum of £2,297.32 being the gross sum due.

4. The respondent was in breach of contract by failing to pay the claimant the contractual notice pay and sick pay due under the contract on termination of her employment. No sum is due as the sum is already counted under the claims for unauthorised deductions from wages.
5. The respondent is ordered to pay to the claimant additional compensation of £1,088 representing 2 weeks' pay pursuant to section 38 Employment Act 2002 for failure to provide the claimant with a full and accurate written statement of employment particulars.
6. The claim in respect of alleged breach of contract pertaining to unpaid rent is dismissed on withdrawal.
7. The tribunal has no jurisdiction to consider the claim for unauthorised deduction from wages pertaining to holiday taken in November 2020.
8. The claim for unauthorised deductions pertaining to accrued but untaken prior to 31 March 2021 fails.
9. Applying the guidance in **Walters t/a Rosewood v Barik UKEAT/0053/16/BA**, the awards for unlawful deduction from wages are a gross amount which the respondent can satisfy by payment to the claimant of the net amount due and payment to HMRC of any tax and national insurance which falls to be deducted at source.

REASONS

Introduction

1. The claimant was employed by the respondent from 18 May 2018 until her resignation on 27 October 2021 which took effect on 24 November 2021. ACAS was notified under the early conciliation procedure on 7 January 2022 and the certificate

was issued on 17 February 2022. The ET1 was presented on 16 March 2022 and ET3 thereafter.

Procedure and Evidence

2. The issues were agreed at a preliminary hearing on 9 August 2022 and a trial date set down for 22 November 2022. This was ultimately postponed and relisted for 6 June 2023. An agreed bundle and a witness statement from Ms Makopa for the respondent was provided in advance of the hearing of 6 June 2023.
3. On both 9 August 2022 and 22 November 2022, directions were made for the claimant to disclose documents and produce a witness statement. Despite clear dates being given so that the parties could be prepared for the hearing, the claimant produced her witness statement at 17:05pm on 5 June 2023 and a further bundle of documents at 09:41am on 6 June 2023. Permission was given for both parties to produce further necessary documents during the course of the hearing.
4. As a consequence of the piecemeal disclosure in the case, during her evidence Ms Makopa struggled to navigate the multiple pdf files of documents she was asked to look at. This was understandable and she handled the difficulty with patience and persistence for which I was grateful. With agreement between the parties, she was resent documents during her evidence by email copied to the claimant's representative who confirmed that they were sent without commentary from her legal representative.
5. There were technical difficulties during the hearing particularly with the claimant's representative's connection but I am grateful to both witnesses and representatives for their patience and flexibility to ensure that the case was able to be heard.
6. Both parties confirmed that no adjustments were required to enable them to participate effectively in the hearing. I asked all those present to tell me if they needed breaks or any other assistance from me during the hearing.
7. At the outset of the hearing, I spent time with the parties to clarify the issues and to see whether there were any areas of agreement. Some issues were corrected and some withdrawn. The final list of issues for determination is set out below.

8. I heard evidence from the claimant herself and from Ms Makopa on behalf of the respondent. Both witnesses explained that their postal addresses have changed since the addresses they provided on their witness statements. Their representatives agreed to send an email to the Tribunal with their correct correspondence addresses. I received an initial bundle of 118 pages plus additional documents giving a total of 169 pages.

The issues

9. The parties agreed that the issues in the case were as follows:

Unlawful deduction of wages:

- 9.1 What was the claimant's annual salary as of 1 June 2021 and was she paid the correct amount each month?
- 9.2 Did the respondent make an unauthorised deduction from wages by withholding payment of basic salary for the final month of employment?
- 9.3 Did the respondent make an unauthorised deduction from wages by failing to pay statutory sick pay for the last two weeks of employment?

Holiday pay

- 9.4 Was the claimant entitled to an increased hourly rate for holiday pay of 32 hours in November 2020?
- 9.5 Was the claimant entitled to carry leave over from 2020 to 2021 and if so, what sum is she entitled to receive for accrued but untaken leave?
- 9.6 How much holiday entitlement had the claimant accrued but not taken in the 2021 annual leave year, and was she paid that sum at the end of her employment?

Breach of contract

- 9.7 Was the claimant entitled to notice pay and was she paid that notice?

Written particulars

- 9.8 If the claimant was an employee and succeeded in another claim and the Tribunal found that he had not been provided with a written statement of

employment particulars, should the Tribunal award additional compensation of 2 or 4 weeks' pay under section 38 Employment Act 2002?

10. The claimant confirmed that she wished to withdraw her claim of breach of contract relating to payment of, or contribution towards, rent in Kent. I gave an opportunity to take stock of this decision during a break but the claimant's representative confirmed this was her decision. The claim was dismissed on withdrawal.
11. The claimant further confirmed that there were no other claims that she wished to bring and that mentions of outstanding expenses, an HMRC discrepancy and a sum of £2,723.46 punitive damages were not pursued.

Findings of Fact

12. Both witnesses gave evidence which made it very clear that there had been a breakdown in the relationship between them. I am aware that there are other proceedings between the parties outside of the Tribunal's jurisdiction. I do not know the details of those other proceedings. I made it clear to the parties from the outset that I would not make findings about matters that were not relevant to the money claims before me. Both representatives were asked and agreed to focus their questions of the witnesses on the issues as set out above only.

Written particulars of employment

13. The claimant started her employment on 18 May 2018 as an Area Manager. She received a statement of main terms of employment for this role which included the terms of conditions of employment as seen in the bundle at page 27. The claimant's copy included her salary which was £21,000 at the start of her employment.
14. The statement of terms of employment did not include the date when the claimant's employment began.

Basic salary

15. The claimant was later promoted to Registered Manager. One of her roles was to manage payroll. She requested appropriate payroll software to do this and Sage Payroll was selected. The claimant was responsible for confirming the hours worked

and mileage claimed for each member of staff each 4 weeks which was then entered into the payroll software by her colleague. Her own salary was paid on a 4 weekly basis and was comprised of a basic salary plus any additional hours worked outside of normal working hours plus mileage and expenses.

16. As Director of the respondent, Ms Makopa had ultimate responsibility for payroll and was responsible for paying staff, including the claimant. She was the only person with access to the respondent's bank account and authority to make salary payments.
17. The claimant had a number of pay rises during her time employed by the respondent. In or around June 2021, it was agreed that the claimant's salary would be increased to £33,000. This was confirmed in writing by Ms Makopa on 7 October 2021 when she wrote "... I have recently upped your pay to £33,000 per year in June." The claimant maintained that this meant she was entitled to a basic salary of £33,000.
18. The claimant says, and I accept, that the statement of main terms and conditions of employment were updated to include the revised remuneration of £33,000 and position of Registered Manager as she by then was (page 119).
19. Ms Makopa's evidence was that she had agreed to an increase to £33,000 but that she intended that sum to be the total package the claimant received inclusive of mileage and expenses. Ms Makopa explained that she was unhappy with the mileage and expenses the claimant was claiming. She said she wanted to "tidy up" the claimant's pay. However she did not want the claimant to be worse off and did not want to reduce what she was paying herself.
20. Ms Makopa's explanation that she did not want the claimant to be worse off does not tally with the payslips as adding together the basic salary and mileage the claimant received in June 2021 would give a 4 weekly basic salary of £3,111.69. The claimant would need her total package to be over £40,000 to achieve the goal of not being worse off if her mileage allowance was removed.
21. Ms Makopa said she intended that there would be a meeting to resolve the issue of exactly how the salary should be paid. There was no such meeting in the almost 6 months between June 2021 and the claimant's departure.

22. The respondent did not have a clear or logical answer as to what the claimant's basic salary was and seemed to be relying on multiplying the claimant's basic salary in her payslip by 12 months when in fact the payslips show that the salary was paid on a 4 weekly basis meaning there were 13 payments in a year. Ms Makopa said that she was unhappy with what the claimant was 'paying herself' and with the level of her mileage and expenses. This may be so but Ms Makopa had ultimate responsibility for the payments and for resolving any concerns she had with the claimant's mileage and expense claims but for whatever reason, she did not do this.
23. I find that the claimant was entitled to rely on the verbal and written commitment from Ms Makopa that her pay was increased to £33,000 and I find that this applied to the basic salary only.

Notice period

24. The claimant resigned from her employment of her own free will on 27 October 2021.
25. Under the terms of her contract, the claimant was required to give 1 month notice but in fact gave just short of that stating that her last day of employment would be 24 November 2021. Neither party raised an issue about this at the time or as part of the proceedings. I find that under the terms of her contract of employment the claimant should have received payments due to her until 24 November 2021.

Sick pay

26. Both the original and the updated terms and conditions of employment record that there is no contractual sickness/injury payments scheme in addition to Statutory Sick Pay.
27. Statutory Sick Pay is paid from day 4 of sickness onwards. The rate of pay in 2021 was £95.85 or £19.17 per day for a usual 5 day week.
28. The claimant gave her notice on 27 October 2021. Her next payslip was received on 5 November 2021. The payslip dated 5 November 2021 shows sick pay of £96.35. This is sufficiently close to the SSP weekly rate for 2021 to indicate that she was paid for 5 days of sick pay. This only becomes payable following 3 days of sick leave and

so I find that she was absent from work due to sickness for 8 days in the 4 weeks leading up to 5 November 2021.

29. The claimant's unchallenged evidence was that she was on sick leave from 8 November until her final day of work of 24 November 2021, that is a period of 13 usual working days. As the first 3 days have been accounted for in the previous 4 week payslips, all 13 days would attract Statutory Sick Pay.
30. During the proceedings, the respondent produced a payslip dated 3 December 2021 which purports to show that sick pay of £250.51 was paid to the claimant. Ms Makopa acknowledges she did not send a copy of this payslip to the claimant. The claimant says she did not receive this payment.
31. While it is for the claimant to prove unauthorised deductions from wages, it has always been her case that she was not paid any money for her final period of sick leave (see bundle page 7, ET1). The respondent produced payslips for the bundle from end 2020 until 5 November 2021 but did not produce the final payslip for 3 December 2021 until mid way through the trial. No explanation was given for this. Despite being given an opportunity to do so, Ms Makopa was unable to produce any evidence to show that the sum had been paid. She agreed that she had not sent the claimant the payslip.
32. On balance, I prefer the evidence of the claimant in this respect and find that the claimant did not receive any payments from the respondent beyond the 5 November 2021 including those purporting to be included in the 3 December 2021 payroll.

Holiday pay

33. The claimant's statement of main terms and conditions of employment record that she was entitled to 28 days of holiday inclusive of public/bank holidays. The holiday year starts on 1 April each year.
34. The claimant was paid for 32 hours of annual leave on 5 November 2020 at a rate of £9 per hour. The claimant originally said this should have been paid at a rate of £14.42 per hour but in Tribunal confirmed she believed this should have been paid at £12.01 per hour.

35. The claimant did not complain about this rate of pay at any time until she issued her claim on 16 March 2022 because she did not realise that she had been underpaid until then. I find this implausible in light of the claimant's payroll responsibilities and do not accept this evidence as accurate.
36. The claimant's original terms and conditions of employment and those she was reissued with following the increase in remuneration in June 2021 both record that holiday entitlement must be taken in the current holiday year. The terms say "We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment."
37. The claimant relies on a memo that she says was produced by Ms Makopa in April 2020 which said leave could be carried over from one year to the next (page 166). This memo referred to new government guidance that an individual can carry over accrued leave that it was not reasonably practicable for the worker to take due to the effect of coronavirus and made a commitment that those working for the respondent could indeed carry over their leave. It is important to distinguish that in bringing her claim, the claimant does not rely on the government guidance itself which later became regulations 13(10)-(13) Working Time Regulation 1998 and I did not hear any evidence that it was not reasonably practicable for her to take her annual leave due to coronavirus. Rather she relies simply on what she said was a commitment from the respondent that annual leave would be carried over from 2020 to 2021.
38. The claimant said that the memo was signed and put on the office wall for employees to see. I have not been provided with a signed copy. Ms Makopa denies she wrote the memo or approved such a policy noting that she would only ever write memos or letters on headed paper which included the respondent's professional address.
39. I note that when discussing an employee's ability to carry over leave from one year to the next later in October 2021, the claimant did not refer Ms Makopa back to the memo she says was on the wall, but rather referred her to the government websites information and said it was a rule that she was sure the accountant was aware of (page 158).

40. I prefer the evidence of Ms Makopa that the memo was not prepared by her or signed by her and find that the position within the initial statement of main terms of employment remained the policy of the respondent throughout the claimant's employment.
41. In any event, the claimant agreed to a second statement of main terms of employment in or around June 2021 which restated that leave could not be carried over from one year to the next (page 120). The claimant confirmed she signed this statement of main terms of employment (albeit the version in the bundle is unsigned) and I find that she was bound by its terms.
42. The payslips show that the claimant did not take any annual leave during the holiday year from 1 April 2021 to the end of her employment. The final payslips show that she did not receive payment for annual leave on termination of her employment. I do not accept the respondent's position that payments for accrued and untaken annual leave was in some way wrapped up into the payments shown on one or both of the final payslips.

Applicable Law

Unlawful deduction from wages under section 13 Employment Rights Act

43. Section 13(1) of the Employment Rights Act 1996 provides that an employer shall not make a deduction from wages of a worker employed by him unless 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 the worker has previously signified in writing his agreement or consent to the making of the deduction. An employee has a right to complain to an Employment Tribunal of an unlawful deduction from wages pursuant to Section 23 of the Employment Rights Act 1996.
44. A claim about an unauthorised deduction from wages must be presented to an employment tribunal within 3 months beginning with the date of payment of the wages from which the deduction was made, with an extension for early conciliation if notification was made to ACAS within the primary time limit, unless it was not reasonably practicable to present it within that period and the Tribunal considers it was presented within a reasonable period after that.

Holiday pay

45. The Working Time Regulations 1998 provide for minimum periods of annual leave and for payment to be made in lieu of any leave accrued but not taken in the leave year in which the employment ends. The Regulations provide for 5.6 weeks leave per annum. The leave year begins on the start date of the claimant's employment in the first year and, in subsequent years, on the anniversary of the start of the claimant's employment, unless a written relevant agreement between the employee and employer provides for a different leave year. There will be an unauthorised deduction from wages if the employer fails to pay the claimant on termination of employment in lieu of any accrued but untaken leave.
46. A worker is entitled to be paid a week's pay for each week of leave. A week's pay is calculated in accordance with the provisions in sections 221-224 Employment Rights Act 1996, with some modifications. There is no statutory cap on a week's pay for this purpose.
47. Regulation 13(9) Working Time Regulations 1998 stipulates that annual leave may only be taken in the leave year in respect of which it is due and may not be replaced by payment in lieu except where the worker's employment is terminated. This is tempered by regulation 13A(7) which allows employers and workers to agree to permit carry over of additional statutory leave into the next year but not beyond.
48. Regulation 13(10) does provide for leave to be carried over if it was not reasonably practicable for the worker to take some or all of the leave as a result of the effects of coronavirus. Government guidance was published entitled "Holiday entitlement and pay during coronavirus" to suggest what factors may be relevant to consideration of whether it was not reasonably practicable for the worker to take their leave in the relevant annual leave year.

Breach of contract

49. The tribunal have jurisdiction to hear complaints of breach of contract which arise or are outstanding on the termination of the employee's employment (Article 3 ETs Extension of Jurisdiction (E&W) Order 1994). In this case the claims for unpaid

wages and sick pay in the 5 November 2021 and 3 December 2021 payslips are pursued as both breach of contract and unlawful deduction from wages.

Section 38 Employment Act 2002

50. Where a Tribunal finds in favour of an employee in a complaint of unlawful deductions from wages and breach of contract, and the Tribunal finds that the employer has failed to provide the employee with a written statement of employment particulars, the Tribunal must award the employee an additional two weeks' pay, unless there are exceptional circumstances which would make that unjust or inequitable, and may, if it considers it just and equitable in all the circumstances, order the employer to pay an additional four weeks' pay.

Conclusion

51. Throughout the trial I gave the claimant several opportunities to calculate the sums she said she was due. This was particularly important in respect of the final two payslips relating to payments that became due on 5 November 2021 and 3 December 2021. The representative for the claimant set out the reason why he contended the claimant had been underpaid and some principles for how those sums should be calculated but did not produce any calculations to clearly explain what payments he contended were now due. Where I have made findings for the claimant, I have calculated the sums using the information I have in the payslips, the knowledge I have of statutory sick pay rates and regimes applicable in 2021 and the findings that I have made.

52. In applying the relevant law to my findings of fact I reach the following conclusions in respect of each of the issues identified at the outset of the hearing.

Unlawful deduction from wages

What was the claimant's annual salary as of 1 June 2021 and was she paid the correct amount each month?

and

Did the respondent make an unauthorised deduction from wages by withholding payment of basic salary for the final month of employment?

53. I take the first two issues together as one flows from the other. The issues refer to monthly payments but I have found, as the payslips show, that the claimant was paid every 4 weeks, that is the gross annual pay was divided over 13 equal instalments.
54. The claimant was entitled to receive a basic salary of £33,000 from 1 June 2021 onwards as per the commitment from Ms Makopa and the updated statement of main terms of employment which I have found were issued to the claimant.
55. A salary of £33,000 per year equates to 13 four weekly payments of £2,538.46 or 52 weekly payments of £634.62. From June 2021 onwards, the claimant received four weekly payments of £2,307.69 or weekly payments of £576.92. It follows that the respondent failed to pay her the correct basic salary and accordingly there was an unauthorised deduction from wages in relation to basic pay.
56. I deal with each of the 4 weekly payments as follows:

4 weeks ending 18 June 2021

57. The claimant was paid on 18 June 2021 for 3 weeks of work completed in June 2021 and 1 week of work completed in May 2021. She should have received £634.62 for each of the three weeks work in June totalling £1,903.86 whereas she in fact received £576.92 per week totalling £1,730.76.

4 weeks ending 16 July 2021, 13 August 2021, 10 September 2021 and 8 October 2021

58. For each of these 4 week periods the claimant received £2,307.69 instead of the payment of £2,538.46 that was due. That is a shortfall of £230.77 for each 4 week period.

4 weeks ending 5 November 2021

59. The claimant was absent for 8 working days in the 4 weeks leading up to 5 November 2021, that is 1.6 weeks, during which time she would have been entitled to, and did receive, statutory sick pay only. It follows that she should have received payment for

the remaining 2.4 weeks totalling £634.62 x 2.4 = £1,523.09. Her payslip shows that she received £1,384.62.

4 weeks ending 3 December 2021

60. The claimant was absent and/or her employment had ended during this 4 week period and so was entitled to statutory sick pay only as calculated below.
61. I conclude that the respondent made unauthorised deductions from wages by failing to pay the claimant the full amount of wages due for 1 June 2021 to 24 November 2021 and is ordered to pay to the claimant the sum of £1,234.65 being the total gross sum deducted. The workings for each month are shown in the summary table below.
62. The respondent will be entitled to deduct any tax and employee's national insurance contributions due on this amount, or indeed add any rebate due, before payment to the claimant.

Summary of unauthorised deduction from wages – basic salary

Pay date	Sum due	Sum paid	Wages due
18.06.21	£1,903.86	£1,730.76	£173.10
16.07.21	£2,538.46	£2,307.69	£230.77
13.08.21	£2,538.46	£2,307.69	£230.77
10.09.21	£2,538.46	£2,307.69	£230.77
08.10.21	£2,538.46	£2,307.69	£230.77
05.11.21	£1,523.09	£1,384.62	£138.47
03.12.21	£0	£0	£0
Total unauthorised deduction from wages			£1,234.65

Did the respondent make an unauthorised deduction from wages by failing to pay statutory sick pay for the last two weeks of employment?

63. I have found that the respondent failed to pay the claimant for 13 days at the rate of statutory sick pay during her period of absence from 8 November until her last day of employment on 24 November 2021.
64. In 2021, statutory sick pay for a person working a 5 day week was £19.17 per day giving a sum of £249.21 due.
65. The respondent made unauthorised deductions from wages by failing to pay the claimant the full amount of statutory sick pay in the final weeks of her employment and is ordered to pay to the claimant the sum of £249.21 being the total gross sum deducted.
66. The respondent will be entitled to deduct any tax and employee's national insurance contributions due on this amount, or indeed add any rebate due, before payment to the claimant.

Holiday pay

Was the claimant entitled to an increased hourly rate for holiday pay of 32 hours in November 2020?

67. Albeit under the head of holiday pay, this claim is properly pursued as an unauthorised deduction from wages and subject to the 3 month time limit applicable. The alleged deduction was made on 5 November 2020 and the claim was issued on 16 March 2022, therefore, well outside the 3 month limitation period.
68. I invited evidence to be adduced and submissions to be made as to why it was not reasonably practicable to present the claim within the three months after the deduction was alleged to have been made and whether the claim was presented within a reasonable period after that. I was told that the claimant was not aware that she had been underpaid until she spoke to ACAS after she had left the respondent's employment. I do not find this plausible given the claimant's payroll responsibilities. It follows that there is no adequate explanation for the delay such that I might exercise

my discretion to extend time. The tribunal therefore has no jurisdiction to hear this complaint.

Was the claimant entitled to carry leave over from 2020 to 2021 and if so, what sum is she entitled to receive for accrued but untaken leave.

69. I have found that the statement of main terms of employment signed by the claimant in or after June 2021 set out the accurate and up to date position between the parties as to the carry over of leave and that is that accrued but untaken leave may not be carried over from one year to the next.

70. The claimant did not seek to rely on regulation 13(10) Working Time Regulations 1996 and in any event, I did not hear any evidence that it was not reasonably practicable for the claimant to take the holiday due to coronavirus.

71. It follows that I find that the claimant was not entitled to carry leave over from 2020 to 2021 and the claim for payment of that leave fails.

How much holiday entitlement had the claimant accrued but not taken in the 2021 annual leave year, and was she paid that sum at the end of her employment?

72. I have found that the claimant did not take any annual leave between 1 April 2021 and 24 November 2021 and that payment for that leave remained outstanding.

73. The claimant worked for 33.6 weeks. She had therefore accrued $33.6/52 \times 5.6$ weeks' leave which is 3.62 weeks. The claimant's entitlement to pay in lieu of accrued but untaken holiday, based on basic pay, is $3.62 \times £634.62 = £2,297.32$.

74. I conclude that the respondent made an unlawful deduction from wages by not paying the claimant £2,297.32 gross in lieu of accrued but untaken annual leave and I order the respondent to pay this amount to the claimant.

75. The respondent will be entitled to deduct any tax and employee's national insurance contributions due on this amount before payment to the claimant.

Breach of contract

Was the claimant entitled to notice pay and was she paid that notice?

76. The claimant was entitled under the terms of her contract of employment to be paid notice pay between 27 October 2021 and 24 November 2021. In her case this was made up of salary and statutory sick pay. The respondent breached her contract of employment in failing to pay her the correct sum or at all as set out above and this breach was outstanding on termination of the claimant's employment. While the breach of contract claim succeeds, no monies are recoverable under this head as to recover would be to recover twice for the sums already awarded in respect of unauthorised deductions of wages and sick pay due in the 5 November 2021 and 3 December 2021 payroll which covered the notice period.

Written particulars

If the claimant was an employee and succeeded in another claim and the Tribunal found that he had not been provided with a written statement of employment particulars, should the Tribunal award additional compensation of 2 or 4 weeks' pay under section 38 Employment Act 2002?

77. The claimant has been successful in her claims of unauthorised deductions and breach of contract. Both of these claims are listed within schedule 5 of the Employment Act 2002 and as such I must award compensation if it becomes evident that the employer was in breach of its duty to provide full and accurate written particulars under section 1 Employment Rights Act 1996.
78. The claimant accepted in evidence that she had received a written statement of the main terms of employment at the start of her employment and that, contrary to the version included in the bundle of documents, the statement of terms did include the claimant's remuneration.
79. However, the statement of terms and conditions was also deficient in that the date when the employment began is missing from the statement at page 27 and remains missing in the revised contract at page 119. If there are any other deficits, these were not brought to my attention.

80. I order the minimum amount of two weeks' gross pay. The respondent has not put forward any evidence of any exceptional circumstances which would make it unjust or inequitable to order them to pay the claimant an additional amount for this failure. However, I decline to increase it to four weeks' pay as the statement is largely compliant with the requirements of the Employment Rights Act 1996.
81. A week's pay is calculated in accordance with ss220-229 ERA and is limited to the maximum under s227 which was £544 at the date of termination of employment.
82. The respondent is ordered to pay to the claimant compensation in the sum of £1088 (£544 statutory cap x 2 weeks).

Summary

83. As set out above, the respondent is ordered to pay to the claimant the following sums:

Claim	Sum ordered
Unpaid wages	£1,234.65 gross
Unpaid sick pay	£249.21 gross
Unpaid annual leave	£2,297.32 gross
Failure to provide particulars	£1,088
Total	£4,869.18

Employment Judge Musgrave-Cohen

08 June 2023