



EMPLOYMENT TRIBUNALS

Claimant

Miss C Kent

Respondent

v Save Your Money Group Limited (1)
JR Newco 1 Limited (2)

Heard at: Sheffield

On: 22 June 2023

Before: Employment Judge A James

Representation

For the Claimant: In person

For the Respondents: Did not appear and were not represented

JUDGMENT

- (1) The name of the first respondent is changed to Save your Money Group Limited. Since it is not clear who the claimant's employer was (the contract suggests the first respondent, the pay slips name the second); and since neither respondent has participated in these proceedings; this judgment is made against both respondents and they shall be jointly and severally liable for the sums due under it.
- (2) The claim for notice pay (Article 3 Employment Tribunals (Extension of Jurisdiction) Order 1994) is upheld. The respondents must pay the sum of £519.23 to the claimant for unpaid notice pay.
- (3) The claim for unauthorised deduction of wages (s.13 Employment Rights Act 1996) is upheld. The respondents must pay the sum £2,250 to the claimant for unpaid wages.
- (4) The claim for unpaid accrued holiday pay (s.13 Employment Rights Act 1996/Regulation 14 Working Time Regulations 1998) is upheld. The respondents must pay the sum of £519.23 to the claimant for holiday pay.
- (5) The figures given are calculated gross. The Respondents may deduct lawful amounts for tax and national insurance, if any. If not, the claimant should check with HMRC what amounts are due.

REASONS

The issues

1. The issues which the tribunal had to determine were:
 - 1.1. Was the claimant given the correct notice to terminate her contract of employment?
 - 1.2. If not, was the claimant paid the notice pay she was entitled to under her contract of employment, when it was terminated on 31 October 2022?
 - 1.3. Is the claimant entitled to unpaid wages for the month of October?
 - 1.4. when the claimant's employment was terminated on 31 October 2022, where she entitled to accrued holiday pay, and if so, how much?

The proceedings

2. Acas Early Conciliation commenced on 31 October 2022 for the first respondent and 4 November 2022 for the second respondent. In both cases, it was concluded on 17 November 2022. The claim form was issued on 2 December 2022.
3. On 10 May 2023, there was a hearing before Employment Judge Moxon by CVP. The Judge directed that the claim be re-served on JR Newco 1 Limited at 4 Jobson Street, Hartlepool, TS26 8RD, the latest registered address shown on Companies House for the company. This final hearing was re-listed. The parties were directed to send any documents and witness statements they relied on to each other by 15 June.
4. The claim was re-served on 10 May 2023. The ET3s were due on 7 June 2023 but have not been received from either respondent.

The hearing

5. The hearing took place today as ordered. The claimant gave evidence after taking an affirmation. The claimant confirmed the amounts claimed by her. Neither respondent appeared, despite being notified of the hearing.

Findings of fact

6. The claimant started work for the respondents on 1 September 2022 in the role of Business Development Executive. The claimant's employment was terminated on 31 October 2022. Her pay slips name the first respondent as her employer but her pay slips name the second.
7. The claimant and her colleagues were told at 5pm on the Friday of the last week in October that their employment was being terminated. No prior notice was given. The claimant's contract entitles her to one week's notice.
8. The claimant's monthly salary was £2250 (£27,000 annually). She did not receive any salary for October, despite working the whole month.

9. The claimant was entitled to 5.6 weeks' holiday per year, including bank holidays. The claimant worked a total of 61 days in September and October 2022. The proportion of the year she worked is $61/365$, which equals 0.1671. During her employment the claimant did not take any holiday. When her employment ended therefore, the claimant was entitled to $0.1671 \times 5.6 = 0.93576$ weeks, which I am rounding up to 1 week.

Relevant law

10. Both as a matter of contract, and under the wages provisions of the Employment Rights Act 1996, the claimant is entitled to be paid the wages due under her contract of employment. The claimant is also entitled to the holidays set out in her contract, or 5.6 weeks holiday per year under the working Time regulations, whichever is the greater. The claimant is entitled to lawful notice of the termination of her contract. Under her contract, the claimant is entitled to the statutory notice period of one week.

Conclusions

11. Applying the law to the facts, the Tribunal's conclusions are as follows.
12. The claimant is entitled to one month's unpaid wages for October 2022. The claimant is entitled to one week's accrued holiday pay on the termination of her employment. The claimant is entitled to one week's notice pay on termination of her employment. Judgement is given for those amounts. Since it is unclear who the claimant's employer is and neither respondent has participated in these proceedings or attempted to clarify the situation, judgment is given against both respondents and they shall be jointly and severally liable for the amounts due.

Employment Judge A James

Dated 22 June 2023