



EMPLOYMENT TRIBUNALS

Claimant: Ayman Soliman
Respondent: Eazynet Limited

Heard at: Reading Employment Tribunal (by CVP)
On: 3 July 2023
Before: Employment Judge Partington

Representation

Claimant: In person
Respondent: None

JUDGMENT having been sent to the parties on 25 July 2023 and reasons having been requested in accordance with Rule 62(3) of the Rules of Procedure 2013, the following reasons are provided:

REASONS

1. The claimant brings two claims. The first is for outstanding salary and the second is for a payment in lieu of accrued but untaken leave.
2. In respect of the first claim the claimant was employed by the respondent, resigning on 9 May 2022, with his employment terminating on 27 May 2022. The date of termination is not disputed by the respondent. As at the date of termination the claimant claims he was owed a salary payment of one month's pay in the sum of £1,900, being the gross amount.
3. The respondent does not contest that £1,900 is the amount of the payment owed to the claimant for outstanding salary. Evidence was before the tribunal today in the form of an email from Mr Abdul Aziz of the respondent, dated Wednesday 1 June 2022, at 10:27am, which confirms the salary payment that was due to the claimant as being £1,900 (gross).
4. The claimant, in respect of the second claim, claims 12 days accrued but untaken holiday as at the date of termination.
5. In respect of holiday, the claimant's contract of employment with the respondent dated 1 November 2020 and signed on 26 December 2020, states at paragraph 76 that:

“As long as you have prior permission from your manager you may carry over up to five holiday days from one holiday year to the next. If you do not obtain permission from your line manager, you will forfeit any unused holiday.”

6. The email from Mr Abdul Aziz dated 1 June 2022 confirms the claimant's accrued but outstanding holiday on termination as 10 days rather than 12

days and that is on the basis that accrued but untaken holiday from 2020 was not approved to be carried over. The claimant acknowledged that he did not have any evidence of permission to carry over these two days of holiday and therefore conceded that his accrued but outstanding holiday entitlement was 10 days. The respondent did not contest the amount of holiday pay owed being 10 days holiday.

7. In terms of calculating the amounts of holiday pay in respect of the accrued but untaken holiday, the employment contract states that:

“We will not pay you in lieu of any untaken holiday unless your employment with Eazynet ends. A payment in lieu of accrued holiday will be calculated on a pro-rated basis rounded up to the nearest half day and each accrued day will be paid at a rate of 1/260th of your full-time equivalent salary. If you leave without giving notice or are dismissed for misconduct you will be paid on a pro-rated basis for any accrued but untaken statutory holiday only”.

8. The claimant had in his claim form, used a different formula from that in the contract to calculate the holiday pay. The correct calculation of the holiday pay as set out in the contract is 1/260th of the annual salary (£22,800), multiplied by the number of days holiday outstanding (10 days) which gives a holiday entitlement of £876.92.

9. Therefore the total sum claimed by the claimant is £1,900 in respect of outstanding salary and £876.92 in respect of 10 days accrued but untaken holiday. These sums are both gross sums.

10. In relation to the non-payment of those sums, the respondent conceded that those sums had not been paid and gave three reasons for not paying the sums. Those reasons and the claimant’s responses, are as follows:

- 10.1 First, the respondent alleges that the claimant provided misleading and fraudulent information to the Home Office in respect of the work that the claimant did, for the respondent. The detail of the issue relating to the Home Office is set out in a letter from UK Visas and Immigration (UKVI) dated 12 May 2022 where it is stated that:

“Evidence was provided by Mr Soliman which did not demonstrate the duties as per Mr Ayman Soliman’s conditions of sponsorship”.

The result of this says the respondent was that the Sponsorship License for Eazynet was withdrawn by the Home Office.

- 10.2 Because of this, the respondent says it was not sure if it could lawfully pay the claimant his outstanding payments and so did not.

- 10.3 The claimant in response said that he had not misled UKVI and had provided the information to UKVI that had been requested.

- 10.4 The second reason the respondent relies on for not paying the sums owed to the claimant are that the claimant did not perform a handover.

- 10.5 The claimant says that he was not asked to perform a handover until after his employment had terminated.

10.6 The third reason the respondent relies on for not paying the outstanding sums is that some items went missing from the respondent's warehouse when the claimant worked there.

10.7 The claimant said he did not understand what the respondent was alleging in relation to the missing items.

11. My findings in relation to the above are that none of the reasons advanced by the respondent for withholding the payments amount to a lawful reason for withholding those payments.

12. I therefore uphold the claimant's claim for unlawful deduction from wages and for non-payment of accrued but outstanding holiday and therefore the claimant must now be paid those sums.

Employment Judge Partington

Date: 9 August 2023

Reasons sent to the parties on
10 August 2023

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For the Tribunal office