



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

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**Case No: 4106129/2022 (V)**

**Held at Aberdeen on 31 January 2023**

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**Employment Judge N M Hosie**

**Mrs F Jones**

**Claimant  
In Person**

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**Thornhill Leisure (Mormond Inn) Ltd**

**Respondent  
No Appearance**

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**JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

35 The Judgment of the Tribunal is that:-

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1. the claim under s.23 of the Employment Rights Act 1996 is well-founded and the respondent shall pay to the claimant the sum of One Thousand, Four Hundred and Seventy-Nine Pounds and Sixty-One Pence (£1,479.61), as unlawful deductions from wages; and

**E.T. Z4 (WR)**

2. the respondent shall pay to the claimant the sum of Three Hundred and Sixty-One Pounds (£361), in respect of the respondent's failure to provide the claimant with a written statement of her terms and conditions of employment.

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### REASONS

1. The claimant, Mrs Fay Jones, submitted a claim form on 17 November 2022. She sought payment of unpaid wages. The claim was intimated to the respondent in the usual manner, but no response was received. The claim proceeded, therefore, on an undefended basis.

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2. I heard evidence from the claimant at a Hearing, which was conducted remotely by video conference using the Cloud Video Platform ("CVP"), on 31 January 2023. Helpfully, prior to the Hearing the claimant had submitted a number of documentary productions ("P").

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3. Mrs Jones gave her evidence in a measured, consistent and convincing manner and presented as entirely credible and reliable. In particular, her evidence was consistent with the documentary productions.

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4. Mrs Jones was employed by the respondent Company as "Bar Staff" from 21 August 2021 to 11 September 2022 when she resigned. She worked at the Mormond Inn, Strichen, Aberdeenshire.

### 25 Unpaid wages

5. There was included with the documentary productions two payslips dated "15/09/2022" and "15/10/2022" (P5 and P4), which Mrs Jones received from the respondent Company. I accepted Mrs Jones' evidence that payment was never made to her. The sums due total **£1,479.61** (£731.53 and £748.08). This sum was unlawfully deducted from her wages and should be paid by the respondent to her.

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**Written statement of terms and conditions of employment**

6. The respondent Company should have provided Mrs Jones with these “written particulars” when she started her employment. They provided her with a “Handbook”, but not a written statement of her particular terms and conditions of employment. This is not a stand-alone claim, but Tribunals *must* award compensation to an employee where, upon a successful claim being made under any of the Tribunal jurisdictions listed in Schedule 5 of the Employment Act 2002, it becomes evident that the employer was in breach of its duty to provide full and accurate written particulars. Unlawful deduction from wages is listed. A Tribunal must award the, “*minimum amount of 2 weeks’ pay*”, in these circumstances. On the basis of the claimant’s weekly earnings of £180.50, she is also entitled to a payment of **£361** in this regard.

**15 Respondent Company in Administration?**

7. The claimant was advised by the respondent Company’s Director, “John Hamilton” that the respondent Company would be going into Administration and she has had correspondence with the proposed Administrator. However, it would appear from a search in Companies House that the Company is not in Administration, as yet.

25 **Employment Judge: N M Hosie**

**Date of Judgement: 1 February 2023**

**Date sent to Parties: 1 February 2023**