

Case No: 2300895/2023
2300911/2023
2300955/2023
2300981/2023
2300975/2023



EMPLOYMENT TRIBUNALS

Claimant: Mr Young
Mr M Lewis
Ms D Moseley
Mr F McRobbie
Ms Gomm-Sutcliffe

Respondent: Mission Agency Ltd

Heard at: London South, by CVP

On: 9 January 2024

Before: Employment Judge Rice-Birchall

Representation

Claimant: In person Respondent:
No appearance

JUDGMENT

The claims were not presented within the applicable time limit, but it was not reasonably practicable to do so. The claims were presented within a further reasonable period. The claims will therefore proceed.

Mr Young: 2300895/2023

Notice Pay

1. The complaint of breach of contract in relation to notice pay is well-founded.
2. The respondent shall pay the claimant £2016.14 as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

Holiday Pay

3. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.

4. The respondent shall pay the claimant £1768.46. The claimant is responsible for paying any tax or National Insurance.

Redundancy Payment

5. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of £1396.14.

Mr Lewis: 2300911/2023

Wages

6. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period 1-4 September 2023.

7. The respondent shall pay the claimant £372.31 which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

Notice Pay

8. The complaint of breach of contract in relation to notice pay is well-founded.

9. The respondent shall pay the claimant £1861.53 as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

Holiday Pay

10. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.

11. The respondent shall pay the claimant £1768.45. The claimant is responsible for paying any tax or National Insurance.

Redundancy Payment

12. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of £1861.53.

Ms Moseley: 2300955/2023

Wages

13. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period December 2021 to 30 August 2023.

14. The respondent shall pay the claimant £4151.95, which is the NET sum deducted.

15. In respect of the period 1-4 September 2023, the respondent shall pay the claimant £320, which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

Notice Pay

16. The complaint of breach of contract in relation to notice pay is well-founded.

17. The respondent shall pay the claimant £1350 as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

Holiday Pay

18. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.

19. The respondent shall pay the claimant £1183.85. The claimant is responsible for paying any tax or National Insurance.

Redundancy Payment

20. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of £623.08.

Mr F McRobbie: 2300981/2023

Unfair dismissal

21. The claimant's claim of unfair dismissal is dismissed on withdrawal. His claim is amended to include a claim for arrears of pay.

Wages

22. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period January to September 2022.

23. The respondent shall pay the claimant £3476.54, which is the NET sum deducted.

Notice Pay

24. The complaint of breach of contract in relation to notice pay is well-founded.

25. The respondent shall pay the claimant £1333.33 as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

Holiday Pay

26. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.

27. The respondent shall pay the claimant £1169.23. The claimant is responsible for paying any tax or National Insurance.

Ms Gomm-Sutcliffe: 2300975/2023

Wages

28. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period 1 January 2022 to 31 August 2022.

29. The respondent shall pay the claimant £3520.24, which is the NET sum deducted.

30. The respondent also made an unauthorised deduction from the claimant's wages in the period 1 -4 September 2022.

31. The respondent shall pay the claimant £342.46, which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

Notice Pay

32. The complaint of breach of contract in relation to notice pay is well-founded.

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33. The respondent shall pay the claimant £2140.38 as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

Holiday Pay

34. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.

35. The respondent shall pay the claimant £1626.69. The claimant is responsible for paying any tax or National Insurance.

Redundancy Payment

36. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of £2140.38.

Employment Judge Rice-Birchall

Date 9 January 2024