



EMPLOYMENT TRIBUNALS

Claimants: (1) Mr A Rassel
(2) Mr D Radu

Respondent: Boiler & Company UK Limited

Heard at: London South ET (by CVP) On: 8 November 2023

Before: Employment Judge Curtis

Representation

Claimants: In person

Respondent: Did not attend

CORRECTED JUDGMENT

Upon the Respondent having failed to attend or be represented at the hearing and having considered the information available to it, the Tribunal proceeded with the hearing in the absence of the Respondent pursuant to rule 47 of the Employment Tribunals Rules of Procedure 2013 and made the following orders:

1. The Respondent's name is amended to "Boiler & Company UK Limited"
2. The complaints of unfair dismissal BROUGHT BY BOTH CLAIMANTS are not well founded and are dismissed, as the Claimants did not have sufficient length of service at the time that they were dismissed.
3. When the proceedings were begun the respondent was in breach of its duty to provide the claimants with a written statement of employment particulars. The statement of employment particulars ought to have included the following:
 - a. For the First Claimant, Mr Rassel:
 - i. The employer was Boiler & Company UK Limited and the employee was Mr A Rassel
 - ii. Continuous employment commenced on 2 December 2022
 - iii. Pay was £12 per hour. The hours and days of work were variable. Remuneration was to be paid fortnightly.

- iv. Mr Rassel was employed as a kitchen porter at the Respondent's premises at 5 Canvey Street, London, SE1 9AN
 - v. There are no particulars to be entered under any other paragraph of s.1(4) ERA 1996.
 - b. For the Second Claimant, Mr Radu:
 - i. The employer was Boiler & Company UK Limited and the employee was Mr D Radu
 - ii. Continuous employment commenced on 25 March 2023
 - iii. Pay was £12 per hour. The hours and days of work were variable. Remuneration was to be paid monthly.
 - iv. Mr Radu was employed as a kitchen porter at the Respondent's premises at 5 Canvey Street, London, SE1 9AN
 - v. There are no particulars to be entered under any other paragraph of s.1(4) ERA 1996.
4. The Second Claimant's complaint of unauthorised deductions from wages is well-founded. The respondent shall pay the Second Claimant **£480** which is the gross sum deducted.
5. There are no exceptional circumstances that make an award of an amount equal to two weeks' gross pay unjust or inequitable. It is not just and equitable to make an award of an amount equal to four weeks' gross pay. In accordance with section 38 Employment Act 2002 the respondent shall therefore pay the Second Claimant **£480**. No award is made in respect of the First Claimant, as the First Claimant did not succeed with any claim under Schedule 5 Employment Act 2002.
6. The respondent failed to give the First Claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 in the period 2 December 2022 to 9 April 2023
7. The Respondent failed to give the Second Claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 in the period 25 March 2023 to 7 April 2023.
8. **THE CLAIMANTS' CLAIMS OF BREACH OF CONTRACT (WRONGFUL DISMISSAL) FAIL AND ARE DISMISSED**

Employment Judge **Curtis**

Original Date 8 November 2023
Corrected Date 26 March 2024

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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