

Case No: 2410787/2023  
2410788/2023  
2410792/2023  
2410791/2023



# EMPLOYMENT TRIBUNALS

**First Claimant:** Mr Z Elgendy  
**Second Claimant:** Mr M Elgendy  
**Respondent:** Pet Friends Ltd t/a Go Vets

**Heard at:** Manchester (by CVP)  
**On:** 21 May 2024

**Before:** Employment Judge Eeley

## Representation

**Claimants:** Both in person  
**Respondent:** Ms M Wahabi, consultant

# JUDGMENT

## First claimant Mr Z Elgendy

1. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the first claimant's wages in the period 1 September 2023 to 21 September 2023 (which is the portion of the claimant's notice period falling after the 31 August 2023 pay slip.)
2. The respondent shall pay the first claimant **£2307.69**, which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.
3. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the first 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 first claimant **£3846.20**. The claimant is responsible for paying any tax or National Insurance.
5. The claim for breach of contract in respect of notice pay is, in substance, a duplicate of the claim for unauthorised deductions from wages at

paragraphs 1 and 2 above. No further or additional sums are owed in respect of notice pay.

**Second claimant Mr M Elgandy**

6. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the second claimant's wages in the period 1 September 2023 to 21 September 2023 (which is the portion of the claimant's notice period falling after the 31 August 2023 pay slip.)
7. The respondent shall pay the second claimant **£2307.69**, which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.
8. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the second claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.
9. The respondent shall pay the second claimant **£3846.20**. The claimant is responsible for paying any tax or National Insurance.
10. The claim for breach of contract in respect of notice pay is, in substance, a duplicate of the claim for unauthorised deductions from wages at paragraphs 6 and 7 above. No further or additional sums are owed in respect of notice pay.

Employment Judge Eeley

Date: 21 May 2024

JUDGMENT SENT TO THE PARTIES ON

Date: 5 June 2024

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FOR THE TRIBUNAL OFFICE

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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.

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

**Recording and Transcription**

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>

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## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

**Tribunal case number: 2410787/2023, 2410788/2023, 2410792/2023 & 2410791/2023**

**Mr Z Elgendy & Mr M Elgendy v Pet Friends Ltd t/a Go Vets**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 5 June 2024

"the calculation day" is: 6 June 2024

"the stipulated rate of interest" is: **8%**

Mr P Guilfoyle  
For the Employment Tribunal Office

## INTEREST ON TRIBUNAL AWARDS

### **GUIDANCE NOTE**

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at [www.gov.uk/government/collections/employment-tribunal-forms](http://www.gov.uk/government/collections/employment-tribunal-forms)

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.