



EMPLOYMENT TRIBUNALS

Claimant: Mrs S L T Sun Chung

Respondent: Business Trads GB Ltd

Heard at: By video **On:** 3 June 2024

Before: Employment Judge S Moore

Representation

Claimant: In person

Respondent: Mr Mohammed, company representative

Interpreter: MS S Haslam

CORRECTED JUDGMENT

1. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period April 2020 – 12 March 2021.
2. The respondent shall pay the claimant **£273.32** which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.
3. The complaint of breach of contract in relation to notice pay is well-founded.
4. The respondent shall pay the claimant **£418.56** 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.
5. 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.

6. The respondent shall pay the claimant **£125.57** The claimant is responsible for paying any tax or National Insurance.
7. The complaint of unfair dismissal is well-founded. The claimant was unfairly dismissed by reason of redundancy.
8. There is a 100% chance that the claimant would have been fairly dismissed in any event.
9. The ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 does not apply as the claimant was dismissed for redundancy..
10. The respondent shall pay the claimant the following sums:
 - (a) A basic award of **£627.84**.
 - (b) A compensatory award of **£418.56**.
11. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply as the claimant did not receive any benefits during the relevant period.
12. When the proceedings were begun the respondent was in breach of its duty to provide the claimant with a written statement of employment particulars. 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 claimant **£418.56**.
13. The total payable to the claimant is therefore £ 2700.97. The claimant shall give credit to the respondent in respect of £250.00 payment made to her on 19 March 2021. The net sum due is therefore **2450.97**.

Employment Judge S Moore

Date: 6 June 2024

JUDGMENT SENT TO THE PARTIES ON 7 June 2024

FOR THE TRIBUNAL OFFICE Mr N Roche

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.

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at 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/>