



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr C H Tam

**Respondent:** Sapiat Limited

**Heard at:** London Central (by CVP)

**On:** 15 August 2024

**Before:** Employment Judge Forde

## REPRESENTATION:

**Claimant:** In person

**Respondent:** Miss H Platt, counsel

# JUDGMENT

## Preamble

There are some variances in terms figures announced to the parties at the conclusion of the hearing on 15 August 2024. The main difference is in relation to the figures applied to net salary for compensatory loss in respect of which a single figure has been applied across the entirety of the calculation below.

## The judgment of the Tribunal is as follows:

1. The claimant's claim of unfair dismissal is well founded and succeeds.
2. The claimant's claim of automatic unfair dismissal is not well founded and fails.
3. The claimant's claim in respect of notice pay (wrongful dismissal) is well founded and succeeds.
4. The claimant's claim in respect of unpaid holiday succeeds in respect of the period 1-13 January 2024.

## Payments to be made by the Respondent

The payments to be made to the claimant by the respondent are set out as follows:

### Notice Pay

5. The complaint of breach of contract in relation to notice pay is well-founded.
6. The respondent shall pay the claimant **£4,279.84** as damages for breach of contract. This figure has been calculated using net pay to reflect the likelihood that the respondent is to be responsible for payment of post-employment notice pay.

### Holiday Pay

7. 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.
8. The respondent shall pay the claimant **£1,095.85**. The respondent is responsible for paying any tax or National Insurance.

### Unfair Dismissal

9. The complaint of unfair dismissal is well-founded. The claimant was unfairly dismissed.
  10. It is just and equitable to reduce the compensatory award payable to the claimant by **50 %** because of the claimant's conduct in failing to maintain contact with his employer before his dismissal and the tribunal's finding that the work that the claimant was doing for the respondent had ended before the claimant had been dismissed. The tribunal has approached this calculating the claimant's period of loss until 15.4.2024.
  11. The respondent shall pay the claimant the following sums:
    - (a) A basic award of **£2,572.00**.
    - (b) A compensatory award of **£17,683.26** (number of weeks (22.3) x net weekly pay (£1,069.96) plus loss of statutory rights (£500) plus pension loss (£2,799.94) less deduction for losses after 14.5.2024 (-£9,476.79))
- Note** that these are actual the sums payable to the claimant after any deductions or uplifts have been applied.
12. The Employment Protection (Recoupment of Benefits) Regulations 1996 apply:

- a. The total monetary award (i.e. the compensatory award plus basic award) payable to the claimant for unfair dismissal is **£25,630.95**
- b. The prescribed element is **£14,383.32**
- c. The period of the prescribed element is from **11.2.2024 to 15.8.2024**
- d. The difference between (1) and (2) is **£11,247.63**

**Employment Judge Forde**  
**15 August 2024**

Judgment sent to the parties on:

21 August 2024

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For the Tribunal:

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