



EMPLOYMENT TRIBUNALS

Claimant: Mr Manzi-Georgiou
Respondent: SUBAE17 Ltd
Heard at: London East Hearing Centre (in person)
On: 13th March 2025
Before: Employment Judge Howden-Evans

Representation
Claimant: In person
Respondent: No attendance

JUDGMENT

1. The claim was presented in the London East Employment Tribunal on 16th October 2024. The respondent has failed to present a valid response on time. Notwithstanding the respondent's email of 12th March 2025, the Employment Judge has decided that a determination can properly be made of the claim, in accordance with rule 22 of the Rules of Procedure. The respondent has been aware of these proceedings since December 2024 and did not make an application for an extension of time to file a response.
2. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages. The respondent shall pay the claimant **£101.18**, 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. The respondent shall pay the claimant **£459.68** 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.

4. 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. The respondent shall pay the claimant **£441.16**. The claimant is responsible for paying any tax or National Insurance.
5. The complaint that the respondent refused to permit the claimant to exercise the right to rest breaks under the Working Time Regulations 1998 is well-founded. The respondent shall pay the claimant **£96**. This is the compensation the Tribunal considers just and equitable in all the circumstances under regulation 30(4).
6. When the proceedings were begun the respondent was in breach of its duty to provide the claimant with a written statement of employment particulars. It is 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 **£1,838.73**.
7. **The total amount owed to the claimant, by the respondent is £2,936.75.** The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply to these awards.
8. Interest will accrue at a rate of 8% per annum on any amount of this award that remains unpaid 14 days after the date of this judgment. (See Article 3 (1) Employment Tribunals (Interest) Order 1990). This means if the whole amount remains unpaid it will accrue interest at a rate of **64p per day**.

Employment Judge Howden-Evans
Dated: 13th March 2025

Note

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

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