



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs A Hendry

**Respondent:** Naio Nails (Distribution) Ltd

**Heard at:** Newcastle (by CVP)

**On:** 10 February 2025

**Before:** Employment Judge Gould

## REPRESENTATION:

**Claimant:** In person, assisted by Mr B Mahoney

**Respondent:** No attendance

# JUDGMENT

The judgment of the Tribunal is as follows:

## Unfair Dismissal

1. The complaint of unfair dismissal under Part X Employment Rights Act 1996 is well-founded. The claimant was unfairly dismissed. The respondent is ordered to pay the claimant the following:
  - a. A basic award in the sum of £2497.95.
  - b. A compensatory award in the sum of £7694.68.
    - i. The respondent failed in its duty to provide the claimant with a written statement of the main terms of employment complying with section 1 Employment Rights Act 1996. Therefore, pursuant to section 38 of the Employment Act 2002 the compensatory award of £5474.28 is increased by the sum of £2220.40, being four weeks'

gross pay. This increase is included in the sum at paragraph 1.b. above.

2. The recoupment regulations apply.
  - a. The total monetary award for unfair dismissal is £10,192.63, being the total of the basic and compensatory awards.
  - b. The prescribed element is £3278.60.
  - c. The prescribed period to which the prescribed element is attributable is between 2 August 2024 and 10 February 2025.
  - d. The amount by which the monetary award for unfair dismissal exceeds the prescribed element is £6914.03.

#### Redundancy Payment

3. Under section 163 Employment Rights Act 1996 it is determined that the claimant was entitled to a redundancy payment in the sum of £2497.95 up on termination of employment, but that there is no entitlement to such a payment as the claimant has been awarded £2497.95 basic award for unfair dismissal.

#### Breach of Contract – Notice Pay

4. The complaint of breach of contract in relation to failure to pay notice pay in full is well-founded. The respondent is ordered to pay the claimant the sum of £832.65 as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will be taxed upon it as Post Employment Notice Pay.

#### Breach of Contract - Holiday Pay

5. The complaint in respect of holiday pay is well-founded. The respondent was in breach of contract in failing to pay the claimant accrued holiday pay outstanding at the date employment terminated. The respondent is ordered to pay the claimant the sum of £1816.43 as damages for breach of contract, representing the net value to the claimant of the amount due.

#### Breach of Contract - Employee Pension Contributions

6. The complaint in respect of employee pension contributions deducted from the claimant's pay but not paid to her pension provider from 16 February 2024 until the date of termination is well-founded. The respondent was in breach of contract in failing to pay the claimant's deducted employee pension contributions to her pension provider. The respondent is ordered to pay the claimant the sum of £417.84 as damages for breach of contract, representing the net value to the claimant of the amount due.

#### Breach of Contract - Employer Pension Contributions

7. The complaint in respect of employer pension contributions not paid to the claimant's pension provider from 16 February 2024 until the date of termination

is well-founded. The respondent was in breach of contract in failing to pay employer pension contributions to the claimant's pension provider. The respondent is ordered to pay the claimant the sum of £307.68 as damages for breach of contract, representing the net value to the claimant of the amount due.

Breach of Contract - Payment of Employee Tax and National Insurance to HMRC

8. The complaint in respect of employee tax and National Insurance contributions deducted from her pay but not paid to His Majesty's Revenue and Customs from 16 February 2024 until the date of termination is not well-founded and is dismissed.

Failure to Provide Itemised Pay Statements

9. The respondent failed to give the claimant itemised pay statements as required by section 8 Employment Rights Act 1996 in the period 17 February 2024 to 2 August 2024.
10. The respondent made un-notified deductions from the pay of the claimant in the 13 weeks prior to presentation of the claim form (not otherwise included in the breach of contract claims, determined at paragraphs 4 to 7 of this Judgment) and is ordered to pay to the claimant the net sum of £641.09 representing the sums deducted.

Employment Judge Gould

10 April 2025

Notes

1. 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.
2. 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.
3. 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/>