



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr C Sharp

**Respondent:** Springfields Convenience Store Limited

**Heard at:** Leeds ET by CVP **On:** 25 June 2025

**Before:** Employment Judge Deeley

## Representation

**Claimant:** Represented himself

**Respondent:** Mr H Khela (Respondent's director's son)

# JUDGMENT (RULE 22)

1. The claimant's complaint of ordinary unfair (constructive) dismissal under s98 of the Employment Rights Act 1998 succeeds and is upheld.
2. The claimant is awarded **£25,708.52** in respect of his unfair dismissal, consisting of:
  - a. **£5,216.64 for his basic award;** and
  - b. **£20,491.88 for his compensatory award.**

The claimant's unfair dismissal award has been calculated as set out in the Notes section of this document.

3. The claimant's complaint that he was not provided with a written statement of terms and conditions under s1 of the Employment Rights Act 1998 succeeds and is upheld.
4. The claimant is awarded **£927.96** (calculated by reference to the current National Minimum Wage rate of £12.21 per hour), consisting of two weeks' pay, for the respondent's failure to provide him with a written statement of terms and conditions.

# NOTES

## Calculation of awards

1. The claimant's basic award was calculated as follows:

£434.72 weekly pay (38 hours at NMW rate of £11.44 per hour) x 12 years' service  
x Multiplier of 1 (claimant was under the age of 40 at EDT) = **£5216.64**

2. The claimant's compensatory award was calculated as set out in the table below:

<b>Past loss of earnings</b>		
Loss of earnings from 11/10/24 to 31/3/25	24.5 weeks at £446.39 per week	£10,936.56
Loss of earnings from 1/4/25 (i.e. the annual national minimum wage increase date) to Tribunal hearing on 25/6/25	12 weeks at £463.98 per week	£17,631.24
<i>Less earnings from Tesco</i>		
Payroll dates from November 2024 to June 2025 (inclusive)	<i>Claimant obtained a temporary contract for 22.5 hours per week and worked overtime when available</i>	-£10,609.77
<b>Future loss of earnings</b>		
Loss of earnings from 26/6/25 to 26/9/25	13 weeks at £463.98 per week	£6031.74
<i>Less expected earnings from Tesco (based on average earnings to date)</i>	<i>£10,609.77 divided by 34.5 weeks = £307.53 per week multiplied by 13 weeks</i>	-£3997.88
<b>Loss of statutory rights</b>		£500
<b>Total compensatory award</b>		<b>£20,491.88</b>

### **Tribunal Procedure**

3. The claimant submitted his claim form to the Tribunal on 12 December 2024, complaining of constructive unfair dismissal, unauthorised deductions from wages and failure to pay holiday pay. The claimant also complained that he had not been provided with a contract of employment. In the meantime the parties agreed a settlement of the claimant's complaints of unauthorised deductions from wages and holiday pay via ACAS conciliation. They did not settle the claimant's complaint of unfair dismissal or failure to provide a written statement of terms and conditions.

4. The Tribunal served the claim form and notice of hearing on the respondent by letter dated 5 March 2025. The letter notified the respondent of the claim and stated:

*"If you want to defend it, you must complete the response form and submit it to the Employment Tribunal by one of the methods below.*

*It must be received by the Tribunal Office by 2 April 2025. If it is not, a Judgment may be issued against you."*

5. The respondent's sole director is listed on Companies House as being Ms C Khela. Mr H Khela stated that his parents own the company but that they are retired. The respondent did not submit a response to the claim and did not apply for an extension of time to submit a response.

6. Mr Khela contacted the Tribunal on 17/18 and on 24 June 2025, asking to postpone the hearing due to his ill health. He then sent to the Tribunal a copy of his application for statutory sick pay to HMRC. That form stated that his sickness absence started on 1 April 2025. Mr Khela did not provide a GP's note or state when he would be well enough to attend the hearing. The Tribunal refused the respondent's postponement application on the basis that he had not provided medical evidence of his absence.
7. Mr Khela attended the hearing of this claim and represented the respondent. The respondent was not entitled to participate in the proceedings because the respondent had not submitted a response to the claim. However, the Judge permitted him to comment on the claimant's evidence and took into account his comments when reaching the decisions set out in this Judgment.

### **Employment Judge Deeley**

**26 June 2025**

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. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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:

[www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/](http://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/)