



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr B Chiu

v Axiom Ince Limited (in administration)

Heard: By CVP in Leeds

On: 7 October 2025

Before: Employment Judge JM Wade

Appearance:

For the Claimant: in person

For the Respondent: No attendance

RULE 22 JUDGMENT

- 1 The claimant's unfair dismissal complaint is well founded.
- 2 The claimant's complaint of unpaid holiday pay on the termination of employment is well founded and the respondent shall pay to him the gross sum of £1153 (one week's holiday pay).
- 3 The claimant's complaint of wrongful dismissal succeeds.

RESERVED REMEDY JUDGMENT

1. The respondent shall pay to the claimant a Basic Award of £3858.
2. The respondent shall pay to the claimant a Compensatory Award of £500.
3. The recoupment regulations do not apply to these awards.
4. The respondent shall pay to the claimant the sum of £16,282 in damages.

REASONS

Introduction

1. There was no defence to the claimant's claims, the respondent having entered administration and the claimant having obtained consent for the claims to proceed. I gave consent at the start of this hearing for the title of the respondent to be amended as it appears above and for the claimant's address in the claim form to be amended to reflect his current address.
2. There was sufficient information on the file for me to give a Rule 22 judgment on liability and in the holiday pay complaint and I announced this decision.
3. The information was not as clear in relation to remedy for the other complaints and I heard sworn evidence from the claimant and made the following findings.
4. The claimant was employed by the respondent as an executive assistant from 7 March 2017. He was subject to a written contract of employment which provided that the employer give him three months' notice to terminate his employment. The respondent terminated his employment summarily and in breach of that term on 4 September 2023.
5. His contract provided for a salary of £60,000, the provision of a Tesla car (the

replacement of which would have cost £950 per month in lease and other costs) and an employer's pension contribution of £250 per month. The claimant found new employment after two and a half months, but with a lower salary, a lower pension and no car.

6. The difference in salary was £584 gross per month; the difference in pension contribution was £29.20 per month.

The Law

7. The provisions applicable to the claimants' claims are largely within the Employment Rights Act 1996: Part II protection of wages; Part IX termination of employment; Part X unfair dismissal; Part XIV II a week's pay. Further Regulation 14 of the Working Time Regulations 1998 gives employees the right to pay for accrued holiday untaken on the termination of employment. The Tribunal has jurisdiction to determine disputes relating the breach of contractual terms as to notice. The Polkey principle enables Tribunals to reduce awards in unfair dismissals if it is satisfied the claimant would have been dismissed fairly in any event.

Conclusions

8. The claimant is entitled to damages in respect of wrongful dismissal. I calculate that award on the basis of gross loss of salary (bearing in mind the 2018 HMRC rules on notice pay taxation), and applying the mitigating sums.
9. I make no unfair dismissal compensatory award beyond loss of statutory rights for two reasons: firstly, any such award would duplicate the damages award and result in a windfall; and secondly, applying Polkey it is clear that the claimant's employment would have come to an end fairly that autumn in any event by reason of redundancy. This claim is one in a series arising from a law firm ceasing to trade and then entering administration.
10. The Polkey principle does not apply to contractual damages; the claimant was dismissed in breach of a contractual provision for three months' notice (which excludes him from the right to statutory notice pay); he suffered loss and damage as a result. He reasonably mitigated his loss after two and a half months. The damages are proven.
11. The recoupment regulations do not apply to this Judgment. The regulations do not apply to awards of damages, and I made no element of compensatory award to which they would apply.
12. The claimant had presented a schedule of loss, which he said today had been assisted by "AI". I accepted the contents as to new role earnings and timing and pension and cost of car, supported by the oral evidence, but in other respects the losses sought were misconceived in light of the claims presented. AI has its limitations.

Dated: 7 October 2025

Employment Judge JM Wade