



EMPLOYMENT TRIBUNALS

Claimant: Mr R Martin

Respondent: GDSPL Limited

Heard at: Birmingham (by video)

On: 13 October 2025

Before: Employment Judge Choudry (sitting alone)

Appearances

For the claimant: In person (Claimant)

For the respondent: Mr Mark Masiak (Director)

REMEDY JUDGMENT

1. The respondent is ordered to pay the claimant the sum of £20,997.26 (gross) as set out in Schedule 1.
2. £1,942.17 of the sum which is payable in respect of pension contributions can be paid tax free into the claimant's pension with the balance of the payment being subject to PAYE, being contractual payments.

REASONS

Background

- (1) By a claim form dated 2 January 2024 the claimant brought a claim for unfair dismissal (both ordinary and automatically unfair by reason of TUPE), notice pay, holiday pay and breach of contract/unlawful deduction of wages in relation to company car allowance, pension payments and commission following the termination of his employment with effect from 31 August 2024.
- (2) By a judgment dated 7 November 2024 the claimant's claim for ordinary unfair dismissal was stuck out on the basis that he did not have the requisite service to bring such a claim. The rest of the claimant's claims were not affected by this judgment.
- (3) By a judgment approved on 20 July 2025 the Tribunal found that there was a transfer of undertaking from TNJ Holdings Ltd t/a NEC to the respondent on 1 May 2024 to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") apply. Further, that the claimant's dismissal was for a

reason connected to the TUPE transfer and the claimant's claim for automatically unfair dismissal was well founded and succeeded.

- (4) The parties were invited to agree compensation but were not able to do so.

Documents

- (5) The claimant presented a bundle containing 7 pages. On the morning of the remedy hearing Mr Masiak produced another 6 documents. As such, I adjourned the hearing for a short while to enable me and the claimant to consider these documents. Most of the documents had been in the bundle for the original hearing.

Issues

- (6) The issues for the Tribunal to consider are:

6.1 What sums were payable to the claimant in respect of holiday pay and his 7 weeks' notice, the Tribunal having already confirmed the sums payable in respect of pension contributions (£1,942.17), commission (£1,980), and company car (£3,600) in its judgment approved on 20 July 2025.

6.2 Should the ACAS Uplift be applied to any compensation?

Facts

- (7) I make the following findings of fact:

7.1 The respondent's holiday year is from 1 January to 31 December. The claimant was entitled to 25 days holiday plus bank holidays. He took all the bank holidays to which he was due for the period up to and including his notice period. For this period the claimant accrued 20.88 days holiday. However, he took 11 days holiday in total leaving a balance of 10 days. It was agreed between the parties that the claimant's daily rate of pay was £211.54 (gross). As such, the claimant is entitled to the sum of £2,115.40 (gross) in respect of accrued but untaken holidays.

7.2 The claimant was also entitled to a further 7 weeks' notice pay.

7.3 Pursuant to an offer letter dated 16 September 2022, the claimant's salary was £55,000. On a gross basis he received £4,583.33 per month. 7 weeks' notice equates to £8,108.67 (gross). This figure was also agreed between the parties. However, the claimant was overpaid by £248.52 meaning that the total payable to the claimant in respect of notice pay is £7,860.15 (gross).

7.4 The claimant was not invited to any hearing to discuss his performance nor afforded any right of appeal despite writing to the respondent on two occasions to raise concerns about his dismissal.

Submissions on behalf of the Respondent in relation to ACAS uplift

- (8) Mr Masiak indicated that it had a company handbook which contained a disciplinary policy. Further, the claimant made no request for an appeal. Mr Masiak

asserted that the ACAS Code was complied with, the claimant failed to perform and produce sales and that Mr Masiak had weekly sales calls and he was constantly pushing for sales. No written evidence of these calls was produced.

Claimant's submissions in relation to ACAS Uplift

- (9) The claimant, in his submissions asserted that he had written in twice to the respondent following his dismissal to no avail. He was not issued with a copy of the disciplinary policy and when his employment was terminated on only one weeks' notice he had been left in a difficult position as his father was unwell and in hospital.

The Law

- (10) Section 207A of the Trade Union Labour Relations (Consolidation) Act 1992 provides:

(2) If, in the case of proceedings to which this section applies, it appears to the employment tribunal that—

(a) the claim to which the proceedings relate concerns a matter to which a relevant Code of Practice applies,

(b) the employer has failed to comply with that Code in relation to that matter, and

(c) that failure was unreasonable,

the employment tribunal may, if it considers it just and equitable in all the circumstances to do so, increase any award it makes to the employee by no more than 25%.

- (11) In **Rentplus UK Ltd -v- Coulson [2022] EAT 81** the EAT provided guidance for tribunals when considering an Acas uplift. Namely, is the claim one which raises a matter to which the Acas Code applies; has there been a failure to comply with the Acas Code in relation to that matter and was the failure to comply with the Acas Code unreasonable.

Conclusions

- (12) I have considered the submissions of the parties. I am satisfied that the Acas Code applies to this matter and that there has been a failure to comply with it by the respondent. It is not enough to have a disciplinary policy and handbook if employees are not notified of it. The claimant dismissed without any invitation to a meeting and was not afforded a write of appeal despite writing to the respondent twice to raise concerns about his dismissal. The respondent followed no disciplinary process in dismissing the respondent and in doing so its actions were unreasonable. As such, it would be just and equitable to increase the compensation payable by 20%. The total sums payable to the claimant are set out in Schedule 1.

Employment Judge Choudry
Approved on 13 October 2025

Recording and Transcription

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/>

Schedule 1

Notice Pay	£7,860.15
Holiday pay	£2,115.40
Commission payment	£1,980.00
Company car	£3,600.00
Pension contributions	£1,942.17*
Sub-total	£17,497.72
ACAS Uplift at 20%	£3,499.54
Total payable	£20,997.26 (gross)

*not taxable