THE EMPLOYMENT TRIBUNALS

Claimant		**Respondent**
Mr P Alkass	**v**	**Browd Medical Limited**

Heard at: London Central **On**: 11 August 2025

Before:

Representation:
Claimant: In person
Respondent: Neither present nor represented

REASONS

1. These reasons relate to the Tribunal's judgment dated 11 August 2025 and are produced at the request of the Respondent.

2. In his claim form the Claimant made complaints of unfair dismissal, unlawful deduction from wages (i.e. non-payment), non-payment of holiday pay, and breach of contract (non-payment of notice pay and failure to reimburse expenses incurred).

3. The claim form gave the name of the Respondent as "Kensington International Clinic" and its address as Browd Medical Limited 2 North Terrace London SW3 2BA (which is the address of the clinic).

4. The Respondent did not present a response to the claim and did not attend the hearing.

5. The Claimant gave evidence in the form of a written statement and orally in answer to questions from me.

6. I gave a judgment on liability because, although it had been indicated by the Tribunal that this would follow by virtue of rule 22 of the Employment Tribunal Procedure Rules 2024, there being no response, that had not in fact been done, and so was outstanding at the commencement of this hearing.

7. I also amended the name of the respondent from Kensington International Clinic to Browd Medical Limited, the latter being the legal entity which is responsible for the clinic. The Claimant produced a written contract of employment which showed the employer as Browd Medical Limited t/a Kensington International Clinic, at the address given in the claim form. The letter dated 14 November 2024 terminating the Claimant's employment was sent on behalf of Browd Medical Limited t/a Kensington International Clinic. I am satisfied that Browd Medical Limited is the correct name for the Respondent and that the name on the proceedings should be amended accordingly.

8. There is no need to re-serve the claim as I am satisfied that the Respondent must be aware of it. The company name was included in the address for the Respondent on the claim form. The Claimant also told me, while giving no details, that the Respondent engaged briefly with ACAS at the Early Conciliation stage.

9. I believed the evidence that the Claimant gave about all aspects of his claim.

10. I find on the Claimant's evidence that he carried out 6 days' work for the Respondent during the period 21 May 2024 to 12 June 2024 before signing a contract on 4 July 2024. I accept his evidence that he was not paid for this work and find that the parties intended that he should be paid for it at the rate provided for in the written contract referred to below. This conclusion is supported by an email dated 12 June 2024 from the Claimant to Mr Derville of the Respondent in which the Claimant referred to this work and wrote: "I'm looking forward to September and am optimistic about receiving a contract with terms that reflect our discussion."

11. I accepted the Claimant's calculation of 6 days pay at a daily rate of £192.31, giving £1,153.86 in respect of this period in May – June 2024.

12. The contract stated that Claimant's employment as Business Development Manager began on 16 September 2024. The contract included the following relevant terms:

    12.1 An annual salary of £50,000. (Although clause 5.1 recorded a salary of £45,000, I am satisfied that this was varied by agreement between the parties to £50,000 as shown in the document headed "Schedule A").

    12.2 At clause 2.2 provision for 1 week's notice of termination during the first 3 months of employment.

    12.3 At clause 7.1: "We shall reimburse(or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by you in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment."

12.4 At clause 8.2 an entitlement to 28 days holiday per year and at clause 8.6 provision for payment in lieu of untaken holiday on termination.

13. The Claimant stated, and I accepted, that he was paid a single amount of £3,000 on 31 October 2024. An annual salary of £50,000 produces a monthly figure of £4,166.67. I agreed with the Claimant's calculation of the salary owed to him as follows:

September 16-30 15/30 days x £4,166.67 = £2,088.34.
October £4,166.67 - £3,000 = £1,166.67.
November 1-16 16/30 days x £4,166.67 = £2,222.22.

14. This left a balance due of £5,472.23 for salary for the period 16 September to 16 November 2024 (£2,088.34 + £1,166.67 + £2,222.22 = £5,472.23)

15. The Claimant seeks payment of one week's notice pay under the contractual term. I find that he is entitled to one week's pay of £961.54 in this regard.

16. With regard to holiday pay, the Claimant worked a total of 2 months and 1 day. Two months amounts to one sixth of the holiday year: one sixth of 28 days holiday amounts to 4.66 days. The Claimant has claimed £897.44, which reflects 2 months and 1 day pro-rata. Fractions of days are usually rounded up for the calculation of holiday pay, which would give 5 days entitlement: in the event I accepted and awarded the amount claimed by the Claimant (£897.44) which is slightly less than 5 days' pay. It was only on writing up these reasons that I realised that I had therefore awarded slightly less than the Claimant was actually entitled to. I considered that the difference that this made was minimal and that it would not be proportionate to reconsider my judgment on this point.

17. The Claimant produced invoices for equipment purchased as follows:

Laptop = £599.99
Monitor = £139.99
Keyboard = £22.04

18. The total of the above is £762.02. The Claimant's claim, and therefore my judgment, contains a minor arithmetical error in producing a total of £761.98. Again, I do not consider it proportionate to reconsider the judgment in order to correct an error of 4 pence in the Respondent's favour. I accept the Claimant's evidence that he purchased these items for the purposes of his employment, and that he is entitled to reimbursement for these under clause 7.1 of the contract. I accept that he has not received such reimbursement, and that the complaint of breach of contract is made out in this regard.

19. The Claimant accepted that he should withdraw the complaint of unfair dismissal. I also explained that it was not possible for the Tribunal to award

compensation for injury to feelings or career damage under the claims that the Claimant has made, and he accepted that.

20. Section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992 makes the following provision in respect of claims under the jurisdictions listed in Schedule A2 to the Act:

(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%.

21. I accepted the Claimant's evidence that he raised queries or complaints about the non-payments. On 12 November 2024 he raised a formal grievance, addressed to Mr Derville, complaining of non-payment of salary and notice pay, and claiming unpaid holiday pay, among other matters. I also accepted the Claimant's evidence that there was no formal reply to the grievance and that no action was taken on it.

22. The list of relevant jurisdictions in Schedule A2 includes unauthorised deductions from wages (which includes holiday pay) and breach of a contract of employment (which includes notice pay and breach of other terms).

23. The ACAS Code of Practice on Disciplinary and Grievance Procedures (2015) includes in relation to grievances provision for a formal meeting to discuss the grievance, the communication of a decision in writing, and for an appeal. The Respondent took no such steps. I find that this failure was unreasonable: the Respondent has not suggested any reason for it, nor is it apparent from the documents available to me or the Claimant's evidence why the Respondent took no action at all on the grievance.

24. I considered that it was just and equitable in all the circumstances to increase the awards made to the Claimant on account of this failure. The failure was total and unexplained. The Claimant's evidence, which I accepted, was that he was left distraught by the circumstances surrounding the termination of his employment. I concluded that the maximum increase of 25% was appropriate, and this is reflected in my judgment on the claim.

25. Rule 74 of the Employment Tribunal Procedure Rules 2024 provides that in cases which include those where a party has acted unreasonably in the conduct of its case, the Tribunal must consider making a preparation time order (in the case of an unrepresented litigant) in favour of the other party.

26. Rule 75(2) provides that the Tribunal must not make a preparation time order against a party unless that party has had a reasonable opportunity to make representations in writing or at a hearing. I find that the Respondent has had such an opportunity in that it could have attended the present hearing.

27. I consider that the Respondent has acted unreasonably. It has not conceded anything in the proceedings, thereby requiring the Claimant to get together all the information required to prove his case. I cannot see any reason why the Respondent could not have conceded the claims for unpaid salary, holiday pay and notice pay. Doing so would have saved the Claimant a considerable amount of work in preparing his case, including the gathering of documents and production of a witness statement.

28. A finding of unreasonable conduct does not automatically lead to the making of a preparation time order. I consider that it is appropriate to make such an order in the present case, given the Respondent's failure to engage with the Tribunal process and the work that the Claimant has been required to do in order to prepare for this hearing.

29. The Claimant's estimate for the time he spent preparing for the hearing today was a working week. I realise that for someone who is not legally trained it can take a great deal of time to prepare for a even a relatively straightforward hearing, and the Claimant had to do this without documentation such as payslips which should have been provided by the Respondent in the normal course of events. Having said that, my estimate for what would be a reasonable and proportionate amount of time to spend on the preparatory work is 15 hours.

30. The current rate for a preparation time order (for preparatory work carried out after 1 April 2025) is £45 per hour.

31. Rule 82 provides that in deciding whether to make a preparation time order, and if so the amount of any such order, the Tribunal may have regard to the paying party's ability to pay. The Tribunal is not required to do this. In the present case, I have no information as to the Respondent's ability to pay, although it seems to me unlikely, given the sums involved, that the Respondent would be unable to pay. In the event, however, I do not have regard to the Respondent's ability to pay.

32. There will be an additional sum of £675 (15 hours x £45) payable by the Respondent to the Claimant by way of a preparation time order.

Employment Judge Glennie

Dated: ……23 October 2025……..

Judgment sent to the parties on:

30 October 2025

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For the Tribunal Office