



EMPLOYMENT TRIBUNALS

Claimant: Mr Jamie Greengrass

Respondent: ONQOR Ltd

Heard at: London Central Employment Tribunal (cvp) On: 20 October 2025

Before: Employment Judge Sarkis

Claimant: in person

Respondent: did not attend

JUDGMENT

1. The claim for unpaid wages for the period October 2024 – December 2024 to include accrued but untaken holiday is well-founded and succeeds. The respondent must pay the claimant the gross sum of **6,044.51**.
2. The claim for financial loss as a result of unpaid wages is not well-founded and is dismissed.
3. The claim for an unpaid agreed redundancy payment is well founded and succeeds. The respondent must pay the claimant the net sum of **£1,400**.
4. The claim under breach of contract for unpaid notice pay is well-founded and succeeds. The respondent must pay the claimant the net sum of **£1,160**
5. The claim under breach of contract that the respondent has failed to pay pension contributions is well-founded and succeeds. The respondent must pay the claimant the net sum of **£2,488.68**.
6. The claim for emotional distress is not well-founded and is dismissed.

7. The Claimant acknowledges payments received in December 2024 and January 2025 totalling £1225.00. Accordingly, the Respondent is ordered to pay the Claimant **£9,868.19** and the Claimant is responsible for paying tax on the above gross sums as appropriate”.

REASONS

Background

1. The claimant commenced employment as a junior UI designer for the respondent company on 15 August 2022. The claimant’s salary as set out in his employment contract when he commenced employment was £25,000 per year. He was contracted to work for 37.5 hours per week. The claimant received two pay increases during the course of his employment – to £30,000 a year and then to £37,000 a year.
2. The claimant was not paid his salary in October 2024. His payslip sets out that his gross wages for that month were £2,500.
3. By letter of 22 November 2024 the respondent set out that the claimant had been made redundant, that his last day of work would be 22 November 2024, that he would receive a payment of £1,423.08 in lieu of notice, a payment for any accrued but untaken holiday and a redundancy payment of £1400.
4. The claimant’s November 2024 payslip set out that his gross wages for that month were £3083.33. I have concluded that this must include part of his payment in lieu of notice. The claimant did not receive any payment in November 2024.
5. On 19 December 2024 the claimant received a payment of £570.
6. The claimant’s December 2024 payslip sets out that he was to receive a payment of £685.19 (which I have concluded is the remainder of the payment in lieu of notice, the first part of which was within the November payslip), a gross payment for accrued holiday of £1199.07 and a redundancy payment of £1400. The claimant was not paid these sums.
7. On 2 January 2025 the claimant received a payment of £655. No further payments have been made.

The claims

1. The claimant brings claims for unlawful deduction of wages (including holiday pay) and additional financial loss caused as a result. He also brings a claim for an unpaid redundancy payment and a breach of contract claim for unpaid pay in lieu of notice and unpaid pensions contributions. He further seeks compensation for emotional distress.

2. Acas early conciliation took place between 9 May 2025 and 15 May 2025.
3. The ET1 claim form was received on 15 May 2025.
4. No ET3 response form was filed by the respondent.

The Hearing

1. The hearing took place on 20 October 2025 via CVP. The claimant attended. The respondent did not attend the hearing.
2. The Tribunal had a bundle of documents amounting to 46 pages provided by the claimant.
3. It was established at the hearing that the claim for compensation for injury to feelings would be dismissed as the claimant's claims did not include a claim for unlawful treatment at work such as discrimination or harassment.

Unlawful deduction from wages claim

1. The claimant brings a claim for unlawful deduction from wages for a series of payments from October 2024 to December 2024 to include his accrued but untaken holiday.

Time limit

2. The time limit runs from the date of the last deduction or payment in the series: section 23(3) ERA. This is 31 December 2024 as set out on the claimant's last pay slip.
3. The claim was not made within 3 months beginning with the date of payment of the wages from which the deduction was made (section 23(2)(a) ERA). The ACAS conciliation period was between 9 and 15 May 2025 and the claim form was lodged on 15 May 2025. Taking into account the early conciliation, the claim was made 5 weeks and 4 days after the 3 month limit.
4. When considering whether it was reasonably practicable for the claimant to have presented the claim within 3 months, I noted that the claimant had received a part payment in January 2025 and set out that he had hoped and expected that further payments would be made. This belief was supported by what the claimant described as an active whatsapp group in which the claimant and others were regularly receiving assurances for several months that they would be paid. The claimant set out that this whatsapp group was active for '3 or 4 months'. I have also taken into account that the claimant was unrepresented.
5. I am satisfied that in the circumstances it was not reasonably practicable for the claimant to present the claim form within 3 months. I am further satisfied that and that it was presented within a further period which I consider to be reasonable.

Status of the claimant

1. The claimant's contract of employment set out that was an employee of the respondent and therefore he had standing to bring a claim.

Is the claim in respect of wages?

2. I have considered whether the claim is in fact in respect of wages and conclude that it is. "Wages" are defined in section 27 of the Employment Rights Act 1996. Section 27(1) provides that "wages" means "any sums payable to the worker in connection with his employment". Pay for accrued but untaken holiday entitlement also falls within the definition of wages.
3. I have noted that part of the November and December payments due include a notice payment. These are not wages and I have therefore not included these sums within this part of the claim (£737.89 from the November payslip and £685.19 from the December payslip). I am therefore satisfied that the claim is in respect of wages.

Has the employer made a deduction?

4. I have then gone on to consider whether there was a deduction from those wages. Section 13(3) of the Employment Rights Act provides:

"Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion."

5. Regarding his wages, the claimant's payslips for October, November and December 2024 set out the wages he was entitled to. These have not been paid. With regard to holiday, the claimant's December 2024 payslip sets out that he is to be paid £1199.07 in accrued but untaken holiday pay. This payment has not been made. I conclude therefore that there has been a deduction.

Was the deduction authorised?

6. I have then considered whether the deduction was authorised. Section 13(1) ERA creates three types of authorised deduction:
 - Deductions made by virtue of a statutory provision: section 13(1)(a);
 - Deductions made under a "relevant provision" of the worker's contract: section 13(1)(a);

- Deductions to which the worker has previously signified his or her agreement in writing: section 13(1)(b).

7. I do not find that the deduction was authorised under any of these provisions.

Was the deduction exempt?

8. Finally, I have considered whether the deduction was one of the limited exempt deductions within section 14 of the Employment Rights Act. It is for the Respondent to show that one of these specific circumstances arises and the Respondent did not file a response or attend the hearing. I therefore find that the deduction was not one of the limited exempt deductions.

9. Having not filed an ET3 response form or attended the hearing, the respondent has not provided a defence to the claim.

10. I therefore declare that the claim for unpaid wages for the period October 2024 – December 2024 to include accrued holiday pay is well-founded and succeeds. The respondent must pay the claimant the gross sum of **£6044.51** made up of the following sums:

October 2024 wages - £2500

November 2024 wages (£3083.33) minus the payment for notice pay (£737.89) = £2345.44

Payment for accrued but untaken holiday pay within December payslip - £1199.07

The claim for financial loss

1. Section 24(2) ERA provides:

“Where a tribunal makes a declaration under subsection (1) [i.e. a declaration that there has been an unauthorised deduction from wages], it may order the employer to pay to the worker (in addition to any amount ordered to be paid under that subsection) such amount as the tribunal considers appropriate in all the circumstances to compensate the worker for any financial loss sustained by him which is attributable to the matter complained of.”

2. The claimant set out that he had to borrow money off friends and family as a result of not being paid his wages. He set out that he struggled to afford his rent and that his relationships were put under strain. He did not have to take out any loans and did not incur any additional costs as a result but set out that he struggled to pay bills on time and that his credit score had been affected.

3. The burden to prove financial loss, and its causal link to the non payment of wages, is on the claimant. The claimant did not provide evidence of any financial loss as a

result of the non payment of wages and so this claim is unproven and therefore dismissed.

The claim for an unpaid redundancy payment

1. As set out in s.135 of the Employment Rights Act 1996, an employer must pay a redundancy payment to an employee who is dismissed by reason of redundancy.
2. The letter of 22 November 2024 confirmed that the respondent would pay the claimant £1400 as a redundancy payment. This payment was included within his December 2024 payslip but has not been paid.
3. The claim has been brought within 6 months of the relevant date being the date on which the claimant's termination of employment took effect – 22 November 2024.
4. Having not filed an ET3 response form or attended the hearing, the respondent has not provided a defence to the claim.
5. I therefore find that the claim for an unpaid agreed redundancy payment is well founded and succeeds. The respondent must pay the claimant the net sum of **£1,400**.

Claim under breach of contract for a payment in lieu of notice

1. The contract of employment sets out: "we reserve the contractual right to give pay in lieu of all or any part of the above notice by either party". The letter of 22 November 2024 set out: "you will receive two weeks of pay in lieu of notice of it being worked equating to £1,423.08". The payment appears as 'wages' on the November and December 2024 pay slips but is a payment in lieu of notice.
2. The claimant has not received this payment.
3. As set out above regarding the claim for unlawful deduction from wages, the claim has not been brought within 3 months. However, I find that it was not reasonably practicable for it to be brought within the time limit and that it was brought within a reasonable period.
4. Having not filed an ET3 response form or attended the hearing, the respondent has not provided a defence to the claim.
5. I declare that the claim under breach of contract for unpaid notice pay is well-founded and succeeds. The respondent must pay the claimant the net sum of **£1,160**.

The claim under breach of contract for unpaid employee pension contributions

1. The claimant complains that the respondent has never paid the contributions deducted from his salary to a pension provider. The claimant has provided evidence that Aviva, who he says the respondent informed him was his pension provider, did not and had never had an account opened for him. The claimant has filed payslips confirming the employee pension contributions deducted.
2. The respondent did not file an ET3 and did not attend the hearing and so has not provided a defence.
3. The complaint in respect of employee pension contributions not paid to a pension provider from 15 August 2022 until the date of termination is well-founded.
4. The employer pension contributions for the period 1 October 2024 to 22 November 20224 are already included in the salary arrears awarded above. The Respondent is liable to pay to the Claimant the employee contributions for the period 15 August 2022 to 30 September 2024, the total of which sums is the net amount of £2,448.68.

**Approved by:
Employment Judge L Sarkis
5 January 2026**

Judgment sent to the parties on:

9 January 2026

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For the Tribunal:

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