



EMPLOYMENT TRIBUNALS

Claimant: B Southern

Respondent: The Pit King Limited

JUDGMENT

1. The claims were presented in the Manchester Employment Tribunal on 29th May 2025. The respondent has failed to present a valid response on time. The Employment Judge has decided that a determination can properly be made of the claim, or part of it, in accordance with rule 22 of the Rules of Procedure.

Wages

2. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period 31st March 2025 to 6th April 2025 (£170.94) and in respect of two hours' work done collecting shutter lock and keys (£24.42)
3. The respondent shall pay the claimant **£195.36** which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance not deducted by the respondent.
4. The respondent shall also pay the claimant statutory sick pay for the period of 16th April to 4th May 2025 of **£356.25** (statutory sick pay of £118.75 per week x 3 weeks).

Breach of Contract

5. The complaint of breach of contract in relation to notice pay is well-founded.
6. The respondent shall pay the claimant **£366.30** (statutory notice pay of one week's notice) as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.

7. The respondent shall further pay the claimant the sum of **£4.00** in unpaid expenses (bus fare).

Holiday Pay

8. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.
9. The respondent shall pay the claimant **£197.81** (statutory holiday pay of 16.2 hours – £366.30 per week divided by 30 hours per week = £12.21 per hour x 16.2). The claimant is responsible for paying any tax or National Insurance.

Conclusion

10. The respondent must pay the claimant **£1,119.72** in total.
11. No award is made for the compensation as described by the claimant, as the Tribunal has no jurisdiction to award such compensation in the circumstances.

Approved by:

Employment Judge Dunlop

28 November 2025

JUDGMENT SENT TO THE PARTIES ON

9 February 2026

FOR THE TRIBUNAL OFFICE



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **6020084/2025**

Name of case: **B Southern** v **The Pit King Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 9 February 2026

the calculation day in this case is: 10 February 2026

the stipulated rate of interest is: **8% per annum**.

For the Employment Tribunal Office