



# EMPLOYMENT TRIBUNALS

**First Claimant:** Ms Elena Matthews

**Respondent:** The Ledward Centre CIC

**Heard at:** London South by CVP      **On:** 15 April 2026

**Before:** Employment Judge Sekhon (sitting alone)

**Representation**

Claimant: In person

Respondent: Mr Ishaq, Litigation Consultant

## JUDGMENT

Judgment having been sent to the parties on 18 April 2026 and written reasons having been requested in accordance with rule 60 of the Employment Tribunal Procedure Rules 2024, the written reasons are set out below.

The Tribunal's Judgment given on 15 April 2026 was as follows: -

1. The complaint of unauthorised deductions from wages is well-founded. The respondent made unauthorised deductions from the claimant's wages between 15 July 2025 and 15 November 2025. The respondent shall pay the claimant £12,500 gross. The claimant is responsible for the payment of any tax or National Insurance.
2. 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 between 24 March 2025 and 19 November 2025. The respondent shall pay the claimant £1,576.45 gross. The claimant is responsible for the payment of any tax or National Insurance.
3. The complaint in respect of pension pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages for pension pay totalling £525 gross. The claimant is responsible for the payment of any tax or National Insurance.

4. The respondent failed to give the claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 for the periods 15 July 2025 to the date of this hearing, 15 April 2026. No award of compensation is made for the failure to provide written itemised pay statements.
5. The respondent is not found to be in breach of the failure to comply with section 1 of the Employment Rights Act 1996. No award is therefore payable to the claimant in accordance with section 38 of Employment Act 2002.
6. In respect of sums set out at paragraphs 1, 2 and 3 above, the respondent must pay the claimant the sum of £14,601.45 within the next 14 days. The claimant is responsible for the payment of any tax or National Insurance.

## **REASONS**

### **Claims and Issues**

1. The claimant, Ms Matthews, commenced employment on 24 March 2025 as a Café Manager at the respondent company, Ledward Centre CIC, an LGBTQ+ community and cultural centre in central Brighton, and remains employed.
2. Early conciliation was entered into on 8 September 2025, and a certificate was issued on 20 October 2025. By a claim form presented on 19 November 2025, Ms Matthews makes a claim for arrears of pay from July – November 2025, holiday pay, pension payments and she claims that she was not provided with a written statement of employment particulars and staff handbook in March 2025 or copies of payslips since July 2025.
3. The respondent stated that they did not receive the claim form and sought further information from the Tribunal and made an application for an extension of time to serve the ET3. This was subsequently granted and a response (ET3) to the claim was served on 20 March 2026.
4. In the ET3, the respondent accepted that:-
  - (a) holiday pay was owed of 102.5 hours totalling £1,576.45 (gross);
  - (b) wages were owed of £12,500 (gross);
  - (c) the claimant's pension contributions of £100 were not remitted for April, May and June 2025 and were outstanding;
  - (d) the employer's pension contribution of £75 per month were not remitted for April, May and June 2025 and were outstanding;
  - (e) they failed to provide the claimant with payslips since June 2025;
5. The ET3 denied that they had failed to provide the claimant with written particulars of employment and averred that a contract of employment was sent to the claimant on 23 March 2025. The respondent stated that they had failed

to pay the sums above as there were in financial difficulty. However Mr Ishaq confirmed at the hearing that the respondent is still trading and not insolvent.

6. By letter dated 21 November 2025 the Tribunal fixed a date for the final hearing on 15 April 2026 and ordered that the claimant must by 21 December 2025 provide a Schedule of loss and supporting document to the respondent and both parties must exchange witness statements on which they intend to rely by 21 January 2026.

### **Procedure and Hearing**

7. This case has not been previously case managed. The claimant, Ms Matthews, is a litigant in person and the respondent company is represented by Mr Ishaq, legal Consultant.
8. Mr Christopher Gull, director of the respondent company attended the hearing remotely. Mr Ishaq failed to inform the Tribunal that he was attending from Spain. I had read in the papers that Mr Gull was in Spain and that was one of the reasons he claimed he had not received the claim form. Upon questioning Mr Gull, I established Mr Gull was attending from Spain and had not made an application to the Tribunal to apply for permission to attend from abroad in line with the Presidential Guidance. I consequently directed that he could not take part in the hearing but could attend in an observer capacity only.
9. I received a bundle from the respondent totalling 110 pages which included a contract of employment at pages 77-92, payslips for April, May, June and July 2025 at pages 106-100. The bundle did not include any witness statements or a Schedule of loss from the claimant. Ms Matthews apologised and stated that she had not complied with the Tribunal Order but had sent through a witness statement dated 14 April 2025 and some documents at approximately 4 pm on Friday. I had not received this document and arranged for this to be sent to me, but I did not receive this until much later in the hearing. I asked Ms Matthews to verbally provide me with details of her Schedule of loss. I noted the amounts claimed in the Schedule of loss are the same as those accepted by the respondent and set out at paragraph 4 above.
10. Ms Matthews told me that she has been on sick leave since 12 November 2025. She had not provided the Tribunal with any evidence of sickness certificates and had not made an application to the Tribunal to amend her claim to include a claim for non-payment of statutory sick pay since November 2025 or set out the sums that she believes are due to her. I informed her that this issue was not before me today and she could need to make a separate claim for this if she wished to pursue this.

### **Relevant Law**

*Unauthorised deductions – Employment Rights Act 1996 (“ERA 1996”)*

11. Section 13 ERA 1996 provides that an employer shall not make a deduction from wages of a worker employed by him unless the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract or the worker has previously signified in writing his agreement or consent to the making of the deduction.
12. Section 23 ERA 1996 Act provides that the right of a worker not to suffer unauthorised deductions from wages is enforceable by way of complaint to the Tribunal.
13. Section 24 provides that if the Tribunal finds a complaint well founded, it shall make a declaration to that effect and order the employer to pay the worker the amount of any deduction. Where the Tribunal makes a declaration 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...attributable to the matter complained of.'
14. Section 27 defines 'wages' widely including salary, fees and commission but it does not usually include pay in lieu of notice, *Delaney v Staples* [1992] ICR 483. The Tribunal has no power to award interest as a component of an award for unauthorised deductions from wages. Where a Tribunal award is not paid interest accrues on the unpaid sum. Whilst interest accrues from the date of judgment at a rate of 8%, no interest will be payable if the award is paid within 14 days of the judgment.

*Failure to give itemised pay statements / Failure to give a statement of employment particulars*

15. Section 8 ERA 1996 provides that a worker has the right to be given by his employer, at or before the time at which any payment of wages or salary is made to him a written itemised pay statement and section 11 ERA 1996 provide that where an employer does not, or the statement given does not comply with what is required, the worker may make a reference to an Employment Tribunal to determine what particulars ought to have been included or referred to.
16. Section 12(3) ERA 1996 provides that if an Employment Tribunal finds that the employer has failed to give a worker any pay statement a declaration shall be made to that effect and if the Tribunal finds that unnotified deductions have been made during the period of thirteen weeks immediately preceding the filing of the claim making the application for a reference, the Tribunal may order the employer to pay the worker a sum not exceeding the aggregate of the unnotified deductions so made.

17. Section 1(1) Employment Rights Act 1996 requires employers to give a written statement of employment particulars to workers when a worker begins their employment.
18. Section 38 Employment Act 2002 provides that in any proceedings before an Employment Tribunal relating to a claim by a worker under any of the jurisdictions listed in Schedule 5 to that Act (which includes a claim for unauthorised deductions from wages), if the Tribunal finds in his / her favour and when proceedings began the employer was in breach of its duty to the worker under section 1(1) or section 4(1) of ERA to give the worker a written statement of initial employment particulars or of particulars of change, the Tribunal must make an award of the minimum amount of two weeks' pay and may, if it considers it just and equitable to make and award of an amount equal to four weeks' pay.

### **Decision**

19. After discussing the matter with both parties, both parties agreed that the sums due to Ms Matthews were as set out in the ET3 and set out above at paragraph 4 above.
20. I therefore am satisfied that Ms Matthews was not paid wages which were due to be paid on 15 July, 15 August, 15 September, 15 October and 15 November at a gross amount of £2,500 and she is therefore owed £12,500 gross.
21. I am satisfied that Ms Matthews is owed holiday pay from the date she commenced employment as a café manager on 24 March 2025 to the date she went on sick leave on 12 November 2025, and her outstanding holiday entitlement was 102.5 hours, and she is therefore owed £1,576.45 gross.
22. As the respondent accepted that the claimant's pension contributions of £100 were not remitted for April, May and June 2025 totalling £300 and that the employer's pension contribution of £75 per month were not remitted for April, May and June 2025 totalling £225, I am satisfied that Ms Matthews is owed £525 gross in outstanding pension payments.
23. It was agreed between the parties that Ms Matthews received or had access to payslips between April and July 2025 but received no payslips after 15 July 2025. I therefore make a declaration that the respondent failed to give the claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 for the periods 15 July 2025 to the date of this hearing 15 April 2026. Ms Matthews did not receive any wages in the 13 weeks prior to presentation of the claim form on 19 November 2025 and I have ordered payment of her wages (gross sum) above which covers this period. I have therefore made a declaration for the failure to provide written itemised pay statements.

24. It was agreed between the parties that Ms Matthews received a written contract of employment but that she did not receive a copy of the disciplinary policy or employee handbook referred to at paragraphs 17 and 26 of her contract of employment. The issue is whether I find that the respondent failed to comply with Section 1 of the Employment Rights Act 1996.
25. I accept Mr Ishaq's submission that the lack of additional documents, employee handbook and disciplinary policy did not disadvantage the claimant by creating a lack of clarity about her terms of employment and her understanding of her rights of the key contractual terms of the contract of employment, namely her role, pay, holiday, holiday pay arrangements and sick leave. I find that Ms Matthews failed to explain how the lack of this further documentation affected her ability to navigate her claim or understand any specific terms of her contract of employment. I therefore do not find the respondent in breach of the failure to comply with section 1 of the Employment Rights Act 1996, and no award is therefore payable to the claimant in accordance with section 38 of Employment Act 2002.

Employment Judge Sekhon

Date 30 April 2026

JUDGMENT SENT TO THE PARTIES ON  
Date 6 May 2026

FOR THE TRIBUNAL OFFICE

P Wing

### **Notes**

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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:

[www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/](http://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/)