



EMPLOYMENT TRIBUNALS

Claimant: Mrs S Rojna-Przybyl

Respondent: The Happy Swim Company LLP

PUBLIC PRELIMINARY HEARING

HELD AT: Newcastle

ON: 23 April 2026

BEFORE: Employment Judge Moss

REPRESENTATION:

Claimant: In person

Respondent: Mr J McHugh (Counsel)

RESERVED JUDGMENT

1. The automatic unfair dismissal (constructive) claim is struck out as having no reasonable prospect of success.
2. The breach of contract (notice pay) claim is struck out as having no reasonable prospect of success.
3. The unauthorised deductions from wages claim relating to payment for training and/or mentoring is struck out since there is no reasonable prospect of success of the claimant being able to establish that it was not reasonably practicable for the claim to have been presented within the statutory time limit.

4. The victimisation claim is struck out as having no reasonable prospect of success.
5. The claimant is required to pay a deposit of £25, to be paid within 28 days of the date of this judgment being sent to the parties, in order to proceed with the direct race discrimination claim.
6. The application for the unauthorised deductions from wages claim relating to wages payable on termination of employment/sums deducted from final salary to be struck out or made subject to a deposit order is dismissed.

REASONS

Introduction

1. The respondent made a written application dated 18 November 2025 for the 'majority' of the claimant's claims to be struck out pursuant to Rule 38(1)(a) of the Employment Tribunal Procedure Rules 2024 on the ground that they disclose no reasonable prospect of success or fall outside of the Tribunal's jurisdiction. In the alternative, the respondent applied for deposit orders to be made under Rule 40 on the ground that the claims have little reasonable prospect of success. The application is clarified as relating to the claims for:

Unauthorised deductions (other than the training-cost deduction from the Claimant's final pay);

Race discrimination;

Victimisation;

Constructive unfair dismissal, and

Automatic unfair dismissal under section 104 ERA.

2. At a preliminary hearing held on 12 December 2025, Employment Judge O'Dempsey fixed this further preliminary hearing to determine the applications. The claimant having been given permission to produce her own separate bundle for the hearing, I have had regard to two bundles. The respondent's bundle is comprised of 161 pages and the claimant's bundle extends to 102 pages, though many of the documents are duplicated. I also took into account the respondent's written skeleton argument and the oral submissions of both parties.

Background

3. The claimant is Polish. She was employed by the respondent as a Swim Teacher between April 2023 and October 2024. The respondent company is owned by Mr Paul Gordon and Mrs Penny Gordon. The claimant had

originally started working for a separate company, also owned by Mr and Mrs Gordon, Denebridge Limited, as a Happy Engineer on 28 December 2022. Both companies are involved in managing The Fish Tank, a café and activity centre. The claimant continued concurrently in her role as Happy Engineer following her appointment with the respondent as a Swim Teacher. She resigned from both roles on 22 October 2024 and (as set out by Employment Judge Martin following an earlier preliminary hearing held on 07 July 2025) pursues the following complaints against the respondent:

Constructive unfair dismissal for asserting a statutory right
Race discrimination
Victimisation
Breach of contract (notice pay)
Breach of Working Time Regulations (holiday pay)
Unlawful deduction from wages
Failure to provide written particulars of employment

Early conciliation commenced on 28 October 2024 and ended on 09 December 2024. The claim form was presented on 06 January 2025.

The Legal Framework

4. Rule 38(1)(a) of The Employment Tribunal Procedure Rules 2024 provides that the Tribunal may strike out all or part of a claim on the ground that it has no reasonable prospect of success.
5. Rule 40 of the 2024 Rules provides that the Tribunal may make an order requiring a party to pay a deposit not exceeding £1,000 as a condition of continuing to advance an allegation or argument in a claim or response where it considers such allegation or argument has little reasonable prospect of success.
6. A range of cases offer guidance as to how the power under Rule 38(1)(a) should be exercised, including *Anyanwu v South Bank Students' Union* [2001] IRLR 305; *Mechkarov v Citibank NA* [2016] ICR 1121; *Ahir v British Airways plc* [2017] EWCA Civ 1392.
7. Key principles regarding use of the power were summarised by Mitting J in *Mechkarov* as follows:

“(1) only in the clearest case should a discrimination claim be struck out; (2) where there are core issues of fact that turn to any extent on oral evidence, they should not be decided without hearing oral evidence; (3) the Claimant's case must ordinarily be taken at its highest; (4) if the Claimant's case is “conclusively disproved by” or is “totally and inexplicably inconsistent” with undisputed contemporaneous documents, it may be struck out; and (5) a Tribunal should not conduct an impromptu mini trial of oral evidence to resolve core disputed facts.”

8. The caution to be exercised by tribunals before striking out discrimination claims was explained by Lord Steyn in *Anyanwu*:

“Discrimination cases are generally fact-sensitive, and their proper determination is always vital in our pluralistic society. In this field perhaps more than any other the bias in favour of a claim being examined on the merits or demerits of its particular facts is a matter of high public interest.”

9. However, there is a countervailing public interest, identified by Lord Hope in *Anyanwu*, which is that the time and resources of the Employment Tribunal (and for that matter of the parties) should not be taken up with having to hear evidence in claims which have no reasonable prospect of success. In *Ahir*, Underhill LJ said:

“Employment tribunals should not be deterred from striking out claims, including discrimination claims, which involve a dispute of fact if they are satisfied that there is indeed no reasonable prospect of the facts necessary to liability being established, and also provided they are keenly aware of the danger of reaching such a conclusion in circumstances where the full evidence has not been heard and explored, perhaps particularly in a discrimination context”.

10. The purpose of a deposit order is: *“To identify at an early stage claims with little prospect of success and to discourage the pursuit of those claims by requiring a sum to be paid and by creating a risk of costs, ultimately, if the claim fails”* - *Hemdan v Ishmail and anor* [2017] ICR 486 at [10] per Simler J.

11. More recently, in *Bahad v HSBC Bank Plc*, [2022] EAT 83 HHJ Tayler said at para 26:

“Experienced employment judges may sometimes feel that it is pretty clear that a claim will not succeed at trial and wish to save the expense and, possibly, the distress to the claimant of a failed claim. But that is what deposit orders were designed for. To strike out a claim the employment judge must be confident that at trial, after all the evidence has come out, it is almost certain to fail, so it genuinely can be said to have no reasonable prospects of success at a preliminary stage, even though disclosure has not taken place and no witnesses have given evidence. When discrimination claims succeed it is often because of material that came out in disclosure and because witnesses prove unable to explain their actions convincingly when giving evidence.”

Constructive unfair dismissal for asserting a statutory right

12. The respondent applies for both a constructive unfair dismissal claim and an automatic unfair dismissal claim to be struck out. The claimant not having had the requisite length of service to bring an ordinary unfair dismissal claim, the claim is based on the claimant having been constructively dismissed for an automatically unfair reason. This seems to have been understood at the preliminary hearing before Employment Judge Martin on 07 July 2025. I therefore proceed on the basis of that being the only live unfair dismissal claim.
13. Pursuant to Section 104 of the Employment Rights Act 1996, an employee who has been dismissed shall be regarded as unfairly dismissed if the reason or the principal reason for the dismissal is that the employee brought proceedings against the employer to enforce a relevant statutory right or alleged that the employer had infringed a relevant statutory right of theirs. Relevant statutory rights for the purposes of the section include any right conferred by the Act for which the remedy for its infringement is by way or a complaint or reference to an employment tribunal and rights conferred by the Working Time Regulations 1998. By virtue of s104(3) ERA, the employee does not have to specify the right allegedly infringed, but has to make it reasonably clear to the employer what the right claimed to have been infringed was.
14. In response to case management orders made by Employment Judge Martin at the hearing on 07 July 2025 the claimant states the relevant statutory rights relied upon are as follows –
 - A right to be paid for guaranteed hours of work under her contract of employment;
 - A right to receive a written statement of employment particulars for the Swim Teacher role;
 - A right to paid holiday under the Working Time Regulations 1998;
 - A right to be paid wages correctly (Employment Rights Act 1996, Part II);
 - A right not to suffer unauthorised deductions from wages (ERA 1996, section 13).
15. The claimant's case is that she brought the alleged infringements of her rights to the respondent's attention in a number of emails, notably of 11 February 2024, 24 April 2024, 30 May 2024, 10 June 2024 and 09 August 2024. The breaches of contract she alleges took place as a result of asserting her statutory rights are –

Breach of an express contract term by virtue of the respondent unilaterally and systematically reducing her guaranteed hours in the role of Happiness Engineer to compel her to work shifts for The Happy Swim Company LLP;

Breach of the implied term of mutual trust and confidence by virtue of the above, together with the respondent threatening to terminate the claimant's employment if she did not take on Saturday teaching work, Paul Gordon subjecting her to intimidating behaviour on 22 October 2024, the respondent initiating baseless disciplinary proceedings against the claimant in August 2024 and failing to provide her with a contract for the Swim Teacher role despite multiple requests. It is worth noting here that the claimant sought to include post-employment victimisation as an element of the breach of trust and confidence term but that allegation was not allowed to proceed by way of amendment to the claims and, in any event, could not have contributed to any breach given it is said to have occurred after she had resigned.

16. Within the claimant's further and better particulars, provided on 18 August 2025, she states the alleged breaches were a direct result of her asserting her contractual right to maintain her guaranteed hours and that the respondent's adverse actions and pressure intensified each time the claimant asserted her contractual rights.
17. An email of 11 February 2024 from the claimant to Penny Gordon is relied upon as evidence of the claimant asserting a right to be paid for guaranteed hours of work under her contract of employment. The email states that the claimant won't be available for mentoring sessions the following day and asks that her hours as Happy Engineer are not deducted for the missed session. There is no reasonable prospect of a tribunal finding that constitutes an allegation that a relevant statutory right of the claimant's has been infringed by the respondent. It is no more than routine correspondence about availability for work and a request that there be no impact on the claimant's hours as Happy Engineer, rather than a suggestion of any right of the claimant's having been breached.
18. An email of 24 April 2024 from the claimant to both Penny and Paul Gordon raises a concern that a signed contract outlining the claimant's employment terms with the Happy Swim Company has yet to be issued. Within the same email the claimant states *'having completed nearly 40 free hours of mentoring and taken over Thursday classes as agreed, I had expected a corresponding increase in my payroll to reflect my enhanced responsibilities and qualifications. However, upon reviewing my recent payslip, I noticed that the wage remains the same as a Trainee Swim Teacher. Could you please provide me with an update on this matter?'*. The claimant then proceeds to query her holiday entitlement in the following terms *"Moreover, upon reviewing my holiday entitlement, I notice that it currently stands at 22.5 hours, which seems to be significantly lower than expected given the number of hours I work on a weekly basis. I would appreciate it if you could review this discrepancy and provide me with the correct holiday entitlement corresponding to my hours worked"*. In a follow

up email of 30 May 2024, suggestive of a lack of response to the April email, the claimant again refers to her pay being *Swim Training £15 per hour* and expresses confusion about the details regarding her job.

19. The April email is the only one relied upon in connection with the claimant's argument that she asserted a statutory right to paid holiday under the Working Time Regulations 1998. Raising concerns about a potential miscalculation is not the same as alleging a failure to permit the taking of annual leave. Even making allowances for the fact a claimant does not need to assert the right in specific terms, there is no reasonable prospect of the enquiry about the calculation of her annual leave entitlement being construed as an allegation that her right to annual leave had been infringed.
20. In an email of 10 June 2024 from the claimant to Paul Gordon, the claimant raises that she is comfortable with her current schedule as between her two roles and does not see a need for any changes, and she raises again that she still hasn't received a signed document outlining her position as a Swim Teacher. Insofar as this email may be relied upon as evidence of the claimant asserting a right to be paid for guaranteed hours of work, I take the same view as with the email of 11 February 2024, namely that there is no reasonable prospect of that argument succeeding. The claimant is expressing a desire to continue with the balance of work as it currently stood which could not be interpreted as alleging a statutory right had been infringed by the respondent. As an aside, should the claimant have taken the reference to 'guaranteed hours' from the Employment Rights Act, that statutory right is afforded to zero hours workers or other qualifying workers, the definition of which is not argued as encompassing the claimant's status with the respondent.
21. In an email of 09 August 2024 to both Paul and Penny Gordon, the claimant again raises concerns regarding the fact of her pay remaining at £15 per hour, stating that she was never informed that her wage would remain the same as that of a Trainee Swim Teacher and she formally requests a review of her current pay. She states *"over the past months, I have dedicated significant time and effort to fulfilling my role. I have successfully completed all required training programs and mentoring sessions, and I have consistently taken on responsibilities independently. Given my commitment and contributions, I believe that my current pay does not reflect my level of engagement and the expectations outlined in the job advertisement."* She asks for a review of her pay to ensure it aligns with the commitments and efforts she has made. Within this email, the claimant reiterates that she has made previous enquiries requesting a signed contract that outlines her employment terms with The Happy Swim Company and that she has not received any formal documentation regarding her job role or terms of employment and that the issue of finalising her employment contract remains unresolved.
22. The claimant clearly makes repeated requests for a pay review to reflect her experience, qualifications and responsibilities and expresses concern

that she remains on the same rate of pay as when she commenced her training for the role of Swim Teacher. There is however, no suggestion from the emails relied upon by the claimant that she is asserting a statutory right had been infringed by, for instance, alleging that she was being paid less than the National Minimum Wage or that the respondent had paid her less than the amount properly payable on a particular occasion. Emails of 11 February 2024 and 10 June 2024 could not be interpreted so as to involve an assertion of a right not to suffer unauthorised deductions from wages as the former simply asks that hours are not deducted from the Happy Engineer role as a result of missed mentoring sessions and the latter expresses a desire to continue with the balance of work as between the two roles. I find there is no reasonable prospect of any of the claimant's emails being construed as allegations that any statutory right had been infringed in respect of payment of wages.

23. I take a different view however, in respect of the claimant asserting her right to a written statement of particulars of employment. The claimant raises the lack of written particulars in connection with her Swim Teacher role as being of concern on a number of occasions, and I consider it would be open to a tribunal to find that she was alleging an infringement of her right under s1 ERA on any one, or on each, of those occasions. That said, the claimant does not suggest any express breach of contract by the respondent took place as a consequence of that particular right being asserted. As far as the implied term of mutual trust and confidence is concerned, breach would need to have arisen as a result of the claimant alleging an infringement of her right to a s1 statement, and in response to which breach the claimant was then entitled to resign. It is agreed that, on 27 September 2024, Mrs Gordon provided the claimant with an electronic copy of the offer letter to train to become a Swim Teacher and training agreement dated 01 May 2023. There may well be an argument as to whether those documents are s1 compliant, and I note there is no application to strike out the specific claim for failure to provide the statement of particulars, but the question for the tribunal should this matter proceed to final hearing will be whether the respondent acted in such a way that could be considered objectively as likely to destroy or seriously damage the relationship of trust and confidence *in consequence of* the claimant having asserted her right to the statement of particulars. That is not the same as asking whether the respondent properly complied with the request to provide the particulars (which issue falls to be determined as part of the separate, distinct claim in these proceedings). It seems to me the claimant may be conflating contravention of the obligation to provide the particulars itself with unconscionable conduct on the part of the respondent as a result of the claimant asserting her right to the statement. I find there would be no reasonable prospect of it being found that the respondent committed a fundamental breach of contract in response to the claimant alleging her right to a s1 statement had been infringed. In the unlikely event that were able to be shown, the tribunal would need to go further and make a finding on whether the claimant then resigned in response to such breach. The claimant continued working for the respondent until she resigned on 22 October 2024 in the following terms

“Please treat this email as my resignation with immediate effect from both positions – the Fishtank, Happy Swim Company. The way that Paul Gordon stormed into the premises today and took me into the office and then proceeded to shout at me was intimidating and I felt vulnerable in the office on my own. Also told me that I was sacked, but changed his mind, after I was trying to leave, which I also found threatening. It is completely untenable for me to work for you, following your conduct today which was the last straw”. There would be no reasonable prospect of the tribunal being persuaded that the claimant’s resignation was prompted by the employer’s response to her alleging a violation of her right to a s1 statement. In those circumstances, the claimant would be unable to avail herself of the protection afforded by s104 ERA.

24. In all of the circumstances, there is no reasonable prospect of the automatic unfair dismissal claim succeeding and it is struck out.

Breach of contract (notice pay)

25. An employee who resigns will not be entitled to notice pay, other than in circumstances amounting to constructive unfair dismissal. It follows from the unfair dismissal claim being struck out that this claim is also bound to fail and will be similarly struck out.

Unlawful deduction from wages

26. In respect of the unauthorised deductions from wages claim concerning payment for time spent by the claimant on training and mentoring sessions, together with associated expenses, I am asked to strike out the claim on the basis of there being no reasonable prospect of success of the claimant being able to establish that it was not reasonably practicable for the claim to have been presented within the relevant time limit. It is in issue whether any sums were properly payable but, if they were, the last deduction would have taken place in February 2024 when the claimant completed her training. Given the dates of early conciliation, anything alleged to have occurred prior to 29 July 2024 would be *prima facie* out of time. The claimant has not provided any reason for delay in presenting the claim. It is apparent from the core documents in the bundles that she did not raise any expectation of being paid at the time. In fact, she includes in her email of 24 April 2024 *“having completed nearly 40 free hours of mentoring”*, which suggests a contra understanding of whether payment was due to that which she now seeks to assert, and might explain why she did not present a claim sooner. Were it capable of being established that monies were payable there would be no reasonable prospect of it being established that the deductions formed part of a series due to there not being a sufficient factual and temporal link with any sums deducted from the claimant’s final salary, as required by *Bear Scotland Ltd v Fulton* [2015] IRLR 15. I conclude that there is no reasonable prospect of the claimant being able to persuade a tribunal that it was not reasonably

practicable to bring the claim within the statutory time limit and the complaint is struck out.

27. As regards monies owing to the claimant as part of final salary on termination of her employment, the respondent accepts the claimant has an arguable case in respect of deduction of the sum of £607.61 representing external training costs. On the information available to me I am unable to assess the prospect of success in connection with other claims for payment of wages for hours worked during October 2024, for holiday pay for accrued but untaken leave (noting there is no application to strike out the claim under the WTR), or indeed whether any of the remaining amount deducted from the claimant's final salary was lawfully deducted. The tribunal at final hearing will need to assess the whole circumstances as far as sums due on termination of employment and the lawfulness of any deductions are concerned. The application to strike out the unauthorised deduction from wages claim in that regard is therefore dismissed.

Victimisation

28. In providing further and better particulars of the protected act relied upon for the purposes of the victimisation claim, the claimant stated that she had made a complaint of potential race discrimination regarding pay disparity. She refers to the emails of 24 April 2024 and 09 August 2024 in support of her position. Regarding the 24 April email, the claimant contends it makes an allegation about facts from which discrimination could be inferred, stating *"the claimant, of Polish nationality, was raising the issue that her pay had not increased despite her achieving the same qualifications and responsibilities as British colleagues who, she understood (Natalie, Chili) were on a higher rate of pay (£17.50 per hour compared to her £15.00 per hour/same as other training swim teacher Emma). This complaint that she was being treated differently regarding pay constituted a protected act."* The claimant asks that an interpretation be placed on the content of her email that simply could not be justified. It is right that explicit reference to the Equality Act or to discrimination is not required for a protected act to be found, but the claimant does not hint at any disparity in treatment on any ground, let alone on grounds of race. The meaning she now gives to the text may well have been arrived at with the benefit of hindsight but at the time she sent the email she is not complaining about a difference in treatment. Indeed, she seems to suggest elsewhere that she was unaware of colleagues being paid a higher rate of pay until after a meeting with the Gordons in May 2024. If that is right, discrimination could not have entered her mind when she sent the email in April and there would have been no possibility of it being construed as a complaint of discrimination. The same is true of the contents of the August email. The claimant is complaining about her own rate of pay without suggesting she is being treated differently to anyone else or to the manner in which she herself would have been treated had she not been Polish. I find there would be no reasonable prospect of success in establishing either email constitutes a protected act

and, as that is an essential ingredient of victimisation, the claim is struck out.

Direct race discrimination

29. The alleged discriminatory treatment concerns the claimant's rate of remuneration being £15 per hour as opposed to £17.50 per hour being paid to certain British colleagues. The claimant seeks to rely on two actual comparators, one of whom (Chalene – known to the claimant as Chilli) is paid the higher rate but the other (Emma) is curiously paid the same rate as the claimant. The claimant would not be able to establish that she was treated less favourably than Emma in that case, which rules Emma out as being an appropriate comparator. From discussion at the hearing, the claimant seems to want to rely evidentially on the fact of Emma being less qualified or less experienced than her while being paid the same rate of £15 per hour. For Chalene to be an appropriate comparator, all relevant circumstances between her and the claimant must be the same, or not materially different. It is a disputed issue whether the claimant had the same level of qualification and/or responsibility as Chalene at the relevant time. The claimant pointed to the fact of Chalene's Level 2 Swimming Teacher award having been attained after the claimant had left the company. The respondent provides an explanation for the date on the certificate but it remains a matter of dispute that I am unable to make a finding on at this preliminary hearing. Part of the claimant's case is that she was told by her employer at a meeting in May 2024 that £15 per hour was the maximum rate for a Swim Teacher, which she later discovered was incorrect. The respondent's position about any such discussion is unclear and the tribunal may wish to hear evidence in connection with that matter.
30. Courts have frequently recognised that direct evidence of discrimination is rare and tribunals frequently have to infer discrimination from all the material facts. While not obligatory to formally go through the two stages in every case, the Court of Appeal set out a two-stage test regarding the burden of proof in the case of *Igen v Wong* [2005] EWCA Civ 142. Applying this test, the claimant bears the burden of proving, on a balance of probabilities, primary facts from which the tribunal could conclude that discrimination took place. If she is able to discharge that burden, the respondent must then prove that the treatment was in no sense whatsoever because of the claimant's race.
31. There has to be something more than a difference in treatment and a difference in protected characteristic. The mere fact that the claimant is treated unreasonably does not suffice to justify an inference of unlawful discrimination to satisfy stage one of the test. Any explanation provided by the employer for the difference in treatment (other than perhaps explanations given at the relevant time) should not be taken into account at the first burden-shifting stage, due to the risk that would create of requiring the claimant to disprove the validity of the employer's explanation.

32. While making no findings of fact, from the information available in the bundles, this case seems to involve a straightforward pay dispute and I consider the claimant will have a high hurdle to cross to prove primary facts from which discrimination could be inferred. I therefore contemplated striking out the case as having no reasonable prospect of success. I bear in mind however, that it is a draconian step to strike out a discrimination claim. I particularly paused to consider the words of HHJ Tayler in *Bahad v HSBC Bank Plc* that judges may sometimes feel that it is pretty clear that a claim will not succeed at trial but that is what deposit orders were designed for. Striking out is effectively a measure of last resort if no other remedy or sanction is the proportionate response. I consider there is little likelihood of it being established that there was parity between the claimant and Chalene in terms of experience, qualifications and/or responsibility. There does not seem to be any dispute that Chalene commenced her employment with the respondent before the claimant, and employers are entitled to differentiate as between employees in terms of rates of pay where it can be objectively justified. The respondent's case is that the claimant was one of five Swim Teachers (excluding Penny Gordon), the others all being British, two of whom were paid at the higher hourly rate and two at the same hourly rate as the claimant. The question of whether the claimant was told she could not progress beyond £15 per hour and, if so, the context and reason for that being said can only be resolved by the tribunal hearing evidence. Nonetheless, having undertaken a broad assessment of the merits of the case, I have concluded there is little reasonable prospect of the claim succeeding, in particular in respect of any connection between the lesser rate of pay and the claimant's race being established, whether Chalene is found to be an appropriate comparator or a hypothetical comparator is constructed by the tribunal.
33. I consider it to be in accordance with the overriding objective to exercise my discretion to make a deposit order, payment of which is now a prerequisite to the claimant being able to proceed with the direct race discrimination claim. Dealing with cases fairly and justly includes saving expense and the respondent will need to devote further resources and presumably incur further legal costs if the matter proceeds to final hearing. On the information available to me about the claimant's means, including that, while she works taking home about £350 per week, she has a mortgage, a car, two dependent children, little disposable income at the end of the week and is without savings, I fix a modest sum for the deposit of £25. This is so as not to be cost prohibitive if the claimant genuinely believes she has been discriminated against on grounds of race. The purpose of the deposit order is to cause the claimant to reflect and to make a decision about whether she wishes to proceed with the claim in light of the indication I have given about her prospect of success and the risk of incurring a greater financial burden in terms of the respondent's costs should she be unsuccessful at trial. I draw the claimant's attention to the guidance note at the end of this judgment for more information about deposit orders.

34. Once it is confirmed whether or not the discrimination claim is proceeding, the parties should contact the tribunal with a revised time estimate for the final hearing. Aside from the discrimination claim, the only matters now proceeding to final hearing are the unauthorised deductions from wages claim relating to wages payable on termination of employment/sums deducted from final salary, the holiday pay claim under the WTR and the failure to provide a written statement of employment particulars under s1 ERA.

Employment Judge Moss

Date 20/05/2026