



EMPLOYMENT TRIBUNALS

Claimant: Brian David Pickering

Respondent: Total Home Delivery Ltd

RULE 22 JUDGMENT

1. The name of the respondent is amended to Total Home Delivery Ltd.
2. The claim for unauthorised deductions from wages (Employment Rights Act 1996 section 13) is well founded. The respondent must pay to the claimant within 14 days: £2,236.47 net in respect of holiday accrued but not taken at the time of termination of employment.
3. Pursuant to section 38 Employment Act 2002, the respondent must pay to the claimant within 14 days the sum of £1400 (which is equivalent to two weeks' pay) for failure to provide the claimant with a written contract of employment. The Tribunal does not consider that it is just and equitable to award four weeks' pay. The claimant asserts that it is just and equitable to award four weeks' pay as no particulars of employment were provided, causing the claimant uncertainty and confusion. However these factors will be present in all cases where there is an award pursuant to section 38 Employment Act 2002. There are no additional or aggravating factors that make it just and equitable to award the higher amount.
4. No uplift is made for failure to comply with ACAS code of practice. The respondent's failure to respond to the claimant's grievance was not an unreasonable failure to comply with the code of practice in circumstances where the grievance was submitted after termination of employment.

Approved by:

Employment Judge Gordon Walker

Date 5 June 2026

JUDGMENT SENT TO THE PARTIES ON

.....17/07/2026.....

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FOR THE TRIBUNAL OFFICE

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