



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr W Bowley

**Respondent:** Total Home Delivery Limited

## RULE 22 JUDGMENT

1. The name of the respondent is amended to Total Home Delivery Limited.
2. The claim form was sent to the respondent in accordance with rule 16 of the Employment Tribunal Rules 2024: if it was not sent to the respondent's registered address it was sent to an appropriate address.
3. The claimant complied with the requirement to conciliate with ACAS (Employment Tribunals Act 1996 section 18A(1)).
4. The respondent did not present a response to the claim.

### **Unauthorised deductions from wages claim**

5. The claim was presented within the time limit at section 23 Employment Rights Act 1996.
6. The claim for unauthorised deductions from wages (Employment Rights Act 1996 section 13) is well founded.
7. The respondent must pay to the claimant £7385.05 gross within 14 days, calculated as follows:

a. Unpaid wages:

- i. For the period June, July and August 2024 when the claimant had been given a pay rise of £83.33 gross per week, but this was not paid: £250
- ii. For the month of September 2024 when the claimant received no wages: £3291.66. The claimant has paid tax on gross wages of £2,961.52 for September 2024 as the respondent declared to HMRC that these sums were paid

to the claimant, but they were not.

- iii. For the period from 1 October 2024 to 14 October 2024 (effective date of termination): two weeks at £760 per week gross: £1,520.

b. Holiday pay: 11.5 days at £152 per day = £2052

c. Sums deducted ostensibly for pension contributions but for which the respondent made no contributions to the claimant's pension: £271.39.

### **Breach of contract / notice pay claim**

- 8. The claim presented within the time limit at section 7 The Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994.
- 9. The claim for breach of contract for the claimant's notice pay is well founded (Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994).
- 10. The claimant's statutory notice period was one week. The claimant was not paid for their notice period.
- 11. The respondent must pay to the claimant within 14 days the following net sum: £591.46

### **Protective award**

- 12. The claim form includes a claim for a protective award pursuant to section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 ("TULR(C)A"). Insofar as any amendment is required to the claim form, that amendment is allowed. The claim was presented within the time limit at section 192 TULR(C)A.
- 13. The respondent's premises at Star House, Brunel Way, Thetford, Norfolk, IP24 1HP constituted an establishment for the purpose of s188 TULR(C)A.
- 14. There was no recognised trade union or appointed or elected employee representatives for the purpose of s188(1B) of TULR(C)A.
- 15. The complaint that the second respondent failed to comply with a requirement of s188 of TULR(C)A is upheld.
- 16. The Tribunal makes a protective award in favour of the claimant.
- 17. The Tribunal orders the respondent by way of a protective award under section 18(3) of TULR(C)A to pay to the claimant within 14 days a payment equivalent to remuneration for the period of 90 days beginning on 17 September 2024.

**Approved by:**

**Employment Judge Gordon Walker**

Date 18 September 2026

JUDGMENT SENT TO THE PARTIES ON

.....6/10/2026

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FOR THE TRIBUNAL OFFICE

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If there are written full reasons for the judgment, they are also published. Written summary reasons are not published.

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

The reasons given orally were the summary reasons. If a request for written reasons is made (within the time limit), the Tribunal might choose to supply written summary reasons or else the Tribunal might choose to provide the written full reasons.