Case Number: 2406877/2025
2406880/2025

EMPLOYMENT TRIBUNALS

Claimant: **M Newton**

Respondent: **OPSYS Ltd**

JUDGMENT

1. The claim was presented in the Manchester Employment Tribunal on 6th December 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 1st August 2025 to 31st October 2025.
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3. The respondent shall pay the claimant **£5,882.60** (August 2025: 178.5 hours x £13.57, September 2025: 187 hours x £13.57, October 2025: 68 hours x £13.57), which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

Breach of Contract

4. The complaint of breach of contract in relation to notice pay is well-founded.

5. The respondent shall pay the claimant **£1,153.45** (contractual notice of two weeks – 85 hours (weekly hours 42.5 x 2) x £13.57) 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.

Under Rule 7 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2024, because this decision has been made by a Legal Officer, a party may apply in writing to the Tribunal for the decision to be considered afresh by an Employment Judge. Such an application must be made within 14 days after the date this letter/decision is sent to the parties.

Holiday Pay

6. 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.

7. The respondent shall pay the claimant **£1,302.72** (96 hours accrued x £13.57 days accrued leave up to 10th October 2025). The claimant is responsible for paying any tax or National Insurance.

Summary

8. The respondent must pay the claimant **£8,338.77** in total.

9. The Tribunal has no jurisdiction to award compensation for depleted savings or loans as these funds can be repaid from the money awarded.

Approved by:

Legal Officer Higgins

7th September 2026

JUDGMENT SENT TO THE PARTIES ON
9 September 2026

FOR THE TRIBUNAL OFFICE

Under Rule 7 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2024, because this decision has been made by a Legal Officer, a party may apply in writing to the Tribunal for the decision to be considered afresh by an Employment Judge. Such an application must be made within 14 days after the date this letter/decision is sent to the parties.

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990
ARTICLE 12

Case number: **2406877/2025**

Name of case: **M Newton** v **OPSYS Ltd**

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 September 2026

the calculation day in this case is: 10 September 2026

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

Paul Guilfoyle
For the Employment Tribunal Office

Under Rule 7 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2024, because this decision has been made by a Legal Officer, a party may apply in writing to the Tribunal for the decision to be considered afresh by an Employment Judge. Such an application must be made within 14 days after the date this letter/decision is sent to the parties.

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note: www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

   If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.

3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.

4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.

5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.

6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.

7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.

8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.

9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.

Under Rule 7 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2024, because this decision has been made by a Legal Officer, a party may apply in writing to the Tribunal for the decision to be considered afresh by an Employment Judge. Such an application must be made within 14 days after the date this letter/decision is sent to the parties.