**Case No: 2404754/2025**

# EMPLOYMENT TRIBUNALS

**Claimant:** **Mr Benjamin Smart**

**Respondent:** **Mutatio Creative Limited**

**Heard at:** **Manchester Employment Tribunal**

**On:** **19 October 2026**

**Before:** **Employment Judge G Tobin**

**Attendance/representation**
Claimant: Mr N Shah (solicitor)
Respondent: No Response and did not attend

# JUDGMENT

**The Judgment of the Employment Tribunal is that:**

1. **The claimant was unfairly dismissed by the respondent, in breach of s94 Employment Rights Act 1996.**

2. **The respondent unlawfully deducted the claimant's wages in respect of over-recovery of annual leave, in breach of s13 Employment Right Act 1996 and regulation 13 Working Time Regulations 1998.**

3. **The respondent dismissed the claimant in breach of contract (i.e. wrongfully dismissed the claimant).**

4. **The respondent breached the claimant's right to be accompanied to his disciplinary hearing, pursuant to s10 Employment Relations Act 1999.**

5. **The respondent also further breached the ACAS Code of Practice, pursuant to s207A Trade Union & Labour Relations (Consolidation) Act. The Tribunal assessed the uplift at 15% in respect of the unfair dismissal compensatory award, the claim for unlawful deduction of wages and the wrongful dismissal claim.**

**6. The claimant is awarded total compensation as follows:**

| | | £ | £ | £ |
|---|---|---|---|---|
| **a.** | **Unfair dismissal** | | | |
| | **Basic award -** | | **1,537.80** | |
| | **Compensatory award** | | | |
| | **- Loss of statutory rights** | **250.00** | | |
| | **- Loss of net earnings, i.e. additional 19 weeks** | **7,304.55** | | |
| | **- Loss of pension contributions** | **376.46** | | |
| | **- ACAS Code uplift @ 15%** | **1,189.65** | | |
| | | | **9,120.66** | |
| **b.** | **Incorrect deduction of annual leave from final salary** | **248.90** | | |
| | **- Plus ACAS uplift -** | **37.34** | | |
| | | | **286.24** | |
| **c.** | **Breach of contract** | | | |
| | **- 4 weeks' gross notice pay** | **458.50*** | | |
| | **- ACAS uplift at 15%** | **68.78** | | |
| | | | **527.28** | |
| **d.** | **Breach of right to be accompanied -** | | **768.90** | |
| | **Total** | | | **12,240.88** |

**7. The respondent is therefore ordered to pay the claimant the total amount of £12,240.88**

*This payment is made gross and may be subject to tax and national insurance as appropriate.

Approved by Employment Judge Tobin
Dated: 19 October 2026

JUDGMENT SENT TO THE PARTIES ON

29 October 2026

FOR THE TRIBUNAL OFFICE

# NOTICE

## THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990
## ARTICLE 12

Case number: **2404754/2025**

Name of case: **Mr Benjamin Smart** v **Mutatio Creative 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: 29 October 2026

**the calculation day** in this case is: 30 October 2026

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

For the Employment Tribunal Office