



EMPLOYMENT TRIBUNALS

Claimant: Mr R Ball

Respondents: 1. Limiserv
2. Nine Stones Limited t/a Limiserv

HELD AT: Liverpool **ON:** 15 November 2017

BEFORE: Employment Judge Grundy

REPRESENTATION:

Claimant: Ms K Durham
Respondents: No response received

JUDGMENT

1. The Tribunal declares that the second respondents have made unlawful deductions from the claimant's wages and the second respondents are ordered to pay the claimant the following sums. In respect of unauthorised deduction from wages for the period March 2017 to April 2017 the Tribunal awards the sum of £1,742 net (a gross figure of £2,160) calculable as 13.5 hours per day by a five day week = 67.5 hours x 4 weeks = 270 @ £8 per hour.

2. The Tribunal also declares that the second respondents have made unlawful deductions from the claimant in failing to pay a week in arrears of 67.5 hours @ £8 totalling £428 net; in failing to pay a valet of the claimant's car and in failing to pay 3,000 miles' mileage at 20p per mile amounting to £600.

3. Those sums total £2,825.26.

4. The Tribunal declares that the second respondents have also failed to pay holiday pay due totalling £107.

5. The Tribunal declares that the second respondents are in breach of contract and have failed to pay one week's notice pay to the claimant in the sum of £428.

6. The Tribunal declares that the second respondents have failed to provide pay statements to the claimant pursuant to section 8 of the Employment Rights Act 1996 for which the Tribunal awards £224.

7. The grand total in respect of the awards is £3,584.26.

REASONS

1. The claimant was appointed as a driver/cleaning operator through his local Jobcentre. He is 60 years old having been born on 9 May 1957. Unfortunately the employment that he found was not entirely successful as the contract of employment issued did not reflect many of the matters which came to pass. The contract of employment has been provided to me. The hours of work were not substantially as reflected in the written contract. The expenses were not repaid and reimbursed at the earliest opportunity. The contract purported to include a clause excluding the jurisdiction of the Employment Tribunal and sadly the claimant's experience of working for the respondent was not a happy one.

2. Although it was intended that a company vehicle be provided the claimant ended up using his own vehicle to travel many miles including journeys from the North West of England to Knaresborough, Scotland, Nottingham and Sutton in Ashfield. Requests for fuel were ad hoc and unreliable. No proper wage slip was provided.

3. I have heard the claimant on oath and I accept the evidence in his witness statement. The claimant has not been paid monies to which he is entitled relating to pay for periods worked and relating to holiday pay, relating to mileage, relating to a valet of his car and also in relation to breach of contract/statutory notice for which the Tribunal has sought fit to make an award.

4. The sums set out in the declarations are those that the claimant has confirmed on oath to the Tribunal hence the awards made in this case.

Employment Judge Grundy

Date: 17th November 2017

JUDGMENT AND REASONS SENT TO THE PARTIES ON
22 November 2017

FOR THE TRIBUNAL OFFICE



THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): 2403881/2017

Name of Mr R Ball v Nine Stores Limited T/A Limiserv
case(s):

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 22 November 2017

"the calculation day" is: **23 November 2017**

"the stipulated rate of interest" is: 8%

For the Employment Tribunal Office