



EMPLOYMENT TRIBUNALS

Claimant: Mr P Murphy

Respondent: K C Caviar Limited

Heard at: London South **On:** 30 October 2018

Before: Employment Judge Cheetham QC

Representation

Claimant: did not attend
Respondent: in person

JUDGMENT

1. The Respondent will pay the Claimant the sum of £2,317.79, as follows:
 - (i) £1,440.38 in respect of unauthorised deduction of wages.
 - (ii) £538.46 in respect of unpaid holiday pay.
 - (iii) £338.95 in respect of unpaid expenses.

REASONS

1. The Respondent did not attend this hearing. Mr Addey (the Respondent's director) emailed the tribunal on the morning of the hearing to say that he was having problems with the traffic. He was telephoned by a clerk and confirmed that he would not be attending.
2. Mr Addey did not ask for an adjournment, but Mr Murphy opposed one anyway. I read all of the relevant documents, which suggested that the claim turned on documentary evidence, rather than what any witness might say. I also considered the value of the claim and the lengthy delay that would be caused by an adjournment, as well as Mr Murphy's strong

arguments for going ahead. I therefore decided to continue with the hearing.

Findings of fact

3. This is a claim arising from Mr Murphy's brief employment with the Respondent and relates to pay, holiday pay and expenses. I heard evidence from Mr Murphy and, as noted above, was also able to read the relevant documentation, including the grounds of resistance.
4. Dealing first with pay, Mr Murphy was paid up to 31 May 2018. He then continued working from 1 June to 15 June and quite clearly had not been paid for what amounted to 2 weeks and 1 day. His gross pay was £35,000 per annum and (based upon this amounting to 2.14 weeks), he is entitled to £1,440.38 in respect of the unauthorised deduction in wages.
5. Secondly, Mr Murphy was contractually entitled to 29 days' (or 5.8 weeks) holiday and had not taken any annual leave by the effective date of termination. He had therefore worked 7 weeks, which is 13.5% of the year and which entitles him to 4 days' holiday pay (or 0.8 of a week), which is £538.46. (*Please note: when calculating this sum at the hearing, I made an error and reached a higher figure.*)
6. Finally, the grounds of response refer to an agreement to pay expenses, including travel. That is confirmed in an email dated 15 June 2018 from Mr Addey, stating that he would pay for all receipted items. Looking at those items, they come to a total of £338.95, which the Claimant was therefore contractually entitled to receive.

Employment Judge Cheetham QC

Date 12 November 2018