



EMPLOYMENT TRIBUNALS

Claimant: Miss C Prigg

Respondent: TFS Buying Limited

HELD AT: Liverpool

ON: 31 March & 2
May 2023 (in
chambers)

BEFORE: Employment Judge Shotter (by CVP)

REPRESENTATION:

Claimant: In person

Respondent: Ms B Mistry, in-house legal counsel

JUDGMENT

The judgment of the Tribunal is that:

1. The claimant suffered an unlawful deduction of wages and the claimant's claim brought under S.13 of the Employment Rights Act 1996 as amended is well-founded.
2. The respondent is ordered to pay to the claimant unpaid wages in the sum of £960.76 (nine hundred and sixty pounds seventy six pence).
3. The claim for breach of contract (wrongful dismissal by way of notice pay) is dismissed on withdrawal by the claimant.
4. The claimant was paid £836.63 and the claimant's claim for accrued holiday pay is not well-founded and is dismissed.
5. The respondent's breach of contract counter-claim is dismissed on withdrawal by the respondent.
6. The claimant's claim of age discrimination is dismissed on withdrawal.

REASONS

Introduction

1. This is a CVP hearing by video link that follows a case management discussion held at a preliminary hearing on the 7 November 2022 when case management orders were made. A number of the orders have not been complied with by the claimant for no good reason. She failed to agree a joint bundle and produced a second bundle late on the 30 March 2023. The bundle index was to have been agreed by 21 November 2023 and the claimant failed to do so. The joint bundle was to have been produced by the 12 December 2022 and the claimant failed to take part in the process. As a result I have two bundles before me, the claimant's totalling 77-pages and respondent's bundle totalling 176 pages together with additional documents attached to witness statements as exhibits, including the contract of employment. The respondent referred to page 79 which was indecipherable and when asked if she wanted a hard copy of the document which showed the entries the claimant confirmed that she did not. However, I took the view that as I had been taken to the document in evidence a readable copy to be produced in anticipation of the in chambers hearing listed for 10am on the 2 May 2023 which the parties will not be attending. Ms Mistry confirmed that a hard copy would be sent out in the post to both the Tribunal and claimant. This document has not been received to date.

2. Secondly, the claimant has failed to complete the detailed and extensive Schedule prepared by the Ms Mistry in compliance with the case management order recorded at para.18 that "A great deal of time was spent understanding the claimant's case and the respondent's position which is still unclear in respect of the outstanding credit card bill paid by the respondent in respect of alleged personal expenditure incurred by the claimant. The claimant disputes this. It was accepted a way forward would be for the parties to agree a joint schedule incorporating the respondent's breakdown, the deductions made and how they were calculated, for example, the £700 deduction for expenses that requires clarification from accounts". The schedule included a column for the parties to complete confirming what they agreed and disagreed with. As a result of the claimant's non-compliance the case today has been more complicated and prolonged than it should have been, with the witness evidence and submissions finishing just after 4pm. It is unfortunate that judgment has been reserved as a result.

3. It is notable that when asked for an explanation for her non-compliance the claimant was unable to give one, and with reference to the Schedule confirmed "I agree with what the respondent says. The only thing I challenged late fees on the company card, which the respondent says I had not been charged for."

4. It is clear the respondent has spent a great deal of time preparing this case for a final hearing, and the claimant, despite being provided with a list of possible free legal advisors given her indication that she could not longer afford legal advice, has not been proactive until the last minute i.e. the day before the hearing. The

respondent had made an earlier application to strike the claims out and I seriously considered doing so, however, the claimant is a litigant in person and I was of the view that she should be given the opportunity to bring her claim taking into account the fact that I had documents before me including the schedule and a fair hearing could take place. The parties agreed.

5. The parties agreed that the relevant figure for accrued holiday owed to the claimant was £836.63 and there is no need for me to calculate what holiday pay the claimant was entitled to as at termination of employment.

Evidence

6. I had evidence from the claimant on her own behalf and on behalf of the respondent from Bhavisha Mistry, the respondent's legal director, who relied upon the signed statements of David Leonard, the chief finance officer. David Leonard was not called to give evidence and therefore the claimant was unable to test disputed evidence under cross-examination. With reference to disputed evidence I have dealt with this below, and confirm that some weight was given to David Leonard's written evidence taking into account the claimant's confusion with the figures.

7. On behalf of the respondent I heard evidence from Lisa Thomas, retail regional director and the claimant's line manager, who I found to be a credible witness.

The claims

8. Following ACAS early conciliation that took place between the 8 April and 19 May 2022 in a claim form received on the 3 August 2022 the claimant brings complaints unlawful deduction of wages, unpaid accrued holiday pay claim and breach of contract relating to out-of-pocket expenses. There is a reference to age discrimination, bullying and harassment in the claimant's particulars of claim which do not form part of the claims before me and is dismissed on withdrawal by the claimant. The claimant's claim for breach of contract relating to unpaid expenses was dismissed on withdrawal in a Judgment sent to the parties on the 14 November 2022.

9. The claimant confirmed that her remaining claim was for holiday pay totalling £860.95 net and unlawful deduction of salary of £1713.77 net (£2338.46 gross).

10. The respondent's position is that the claimant has been overpaid by £143.55 following a payment made to the claimant on the 25 October 2022. The counter-claim has been dismissed on withdrawal.

The issues

11. The issues were agreed with the parties as follows:

- 1. Holiday Pay (Working Time Regulations 1998)**

- 1.1 Did the respondent fail to pay the claimant for annual leave the claimant had accrued but not taken when their employment ended?

2. **Unauthorised deductions**

- 2.1 Were the wages paid to the claimant less than the wages she should have been paid?
- 2.2 Was any deduction required or authorised by a written term of the contract? What the scope of that authorisation?
- 2.3 Did the claimant have a copy of the contract before the deduction was made?
- 2.4 Were the deductions that had been made such as were authorised to be made by virtue of any relevant provision in the claimant's contract? Was the actual deduction is in fact justified?

12. I have considered the documents to which it was taken in the bundle, oral submissions, which I do not intend to repeat and have attempted to incorporate the points made by the parties within the body of this judgment with reasons resolving the conflicts in the evidence, and have made the following findings of the relevant facts.

Facts

13. The claimant was employed as an area manager. A contract of employment dated 28 August 2019 was agreed between the parties which confirmed the date of commencement of employment as 24 September 2019. The claimant resigned and her employment finished on the 25 March 2022, the effective date of termination, against an acrimonious background of alleged poor conduct, unauthorised expenses and allegedly breaching restrictive covenants.

The contract

14. The claimant accepted and signed a contract of employment on the 24 September 2019. The relevant terms are as follows:

14.1 Contractual clause 5 dealing with salary and expenses is relied upon by the respondent as a basis for the unlawful deduction of wages. There is a reference to a requirement for authorised expense claim forms supported by appropriate vouchers "in respect of out-of-pocket expenses reasonably, exclusively and wholly incurred on behalf of the employer."

14.2 "With reference to deduction from salary the respondent had a contractual right to "deduct from your pay (or any other payment due to you) any deductions from you pay that are required by law or any sums owed by you to TFS Buying Limited, loss or damage to its property, cash shortages and non-payment by customers for whom you are responsible. The employer reserves the right to delay any outstanding pay due to you if you are in the process of being

investigated or disciplined, for matters relating to theft, fraud, cash shortages or loss or damage to company property.”

TFS Buying Expenses Policy

15. The respondent issued the claimant with a TFS Buying Expenses Policy updated May 2019, which the claimant disputes receiving or knowing about. On the balance of probabilities I preferred the evidence of Bhavisha Mistry that the claimant was aware of the policy and the requirement that “All expenses claimed should relate to costs incurred by the business that are both reasonable and necessary. Expenses must always be supported by a valid receipt (not visa Receipt) or invoice. If an individual expense is greater than £50.00 or unusual in nature then the cost incurred must be approved in advance, preferably by a purchase order (from the head office staff) or email confirmation by your regional manager...All personal expenses require the submission of an approved expense claim. Failure to follow this policy or falsification of an expense claim may result in disciplinary action.”

16. Under the heading “Hotels and overnight subsistence” the claimant was required to contact head office to make an overnight booking and there was a limit to subsistence expenses of £25 and a requirement that a director’s prior approval was required for entertaining requirement over £10.00. Under the heading audit and review and general requirements the claimant must complete an expense claim form and provide receipts that would be validated by Finance. Credit card statements were not acceptable. The personal expense claim form “must be approved and signed by your immediate supervisor/manager and the relevant head of department/director.”

17. It is notable that nowhere in the contract of employment or Buying Expenses Policy is there any reference to (a) unauthorised expenses being recoverable through a deduction from wages, and (b) that the claimant had authority to make an expenses claim on behalf of other employees. It is clear that employees were required to make expenses claims for their own expenditure including personal expenses. It was also clear that employees breaching the policy could be subjected to disciplinary action including dismissal.

18. It is undisputed the claimant had handed in her notice on 25 February 2022 and she continued to be responsible for running 2 different regions for which she claimed numerous expenses, including hotel fees and subsistence expenses on behalf of other employees placed into stores out of area in order to keep the stores running. In March 2022 the claimant’s expenses claim was investigated and she was informed on the 22 March 2022 that her expenses and wages would be placed on hold pending investigation and a possible disciplinary hearing. In short, there were a number of issues facing the claimant not least the fact that she had a number of unpaid parking fines that were eventually paid by the respondent.

Amex Expenses Policy

19. The claimant was also issued with an Amex Expenses Policy updated May 2019 which regulated her use of the Amex credit card provided to her by the respondent to cover company expenses that set out the requirement that the

employee must pay down balances on cards by a deadline date and funds in order for them to do so “will only be remitted to employees who have sent in the expenses form, valid receipts for each expenditure within a specific timescale with non-Amex expenditure claimed on a separate monthly claim form. If an employee failed to pay down balances disciplinary action could result.” There was no reference to any possibility that default could result in money being deducted from wages.

Parking fines

20. The claimant’s evidence is that the respondent agreed to pay her parking fines and the claimant agreed that they should be deducted from her wages. However, as a result of the respondent failing to pay the fines on time the fine increased and the claimant’s case is that the respondent should not have deducted the increased amount. It is undisputed the claimant incurred 4 penalty notices when driving the company car as follows:

20.1 Incident on the 17 December 2021 dated 26 January 2022 in the sum of £130.00.

20.2 Incident on the 10 February 2022 dated 25 April 2022 in the sum of £130.00.

20.3 Incident on the 8 March 2022 dated 24 March 2022 in the sum of £30.00.

20.4 Incident on the 21 October 2020 in the sum of £423.00 following County Court enforcement proceedings.

21. The claimant’s evidence that an agreement had been reached between her and the respondent to the effect that the penalty notices would be paid by the respondent and deducted from her salary was not supported by the contemporaneous documents. For example, in an email dated 4 December 2020 the claimant was sent the penalty notice and told to settle it “ASAP” and in another email dated the 30 September 2021 reference was made to the October 2020 penalty notice “I am a little disappointed that this is a third letter which has been re’cd about this penalty which took place in October 2020. Please can you respond and settle this as a matter of urgency...” The penalty remained unpaid and there is no contemporaneous email response from the claimant indicating an agreement had been reached to the effect that the respondent would pay penalties and deduct the amounts from salary, and I concluded that the reason for this was that no such agreement had been reached. The same point arises in relation to other fines, for example, in an email sent to the claimant on 16 March 2020 reference was made to her non-payment of the penalty notice of £130 and confirmation sought that it had been paid with reference to the claimant ignoring earlier emails.

22. The claimant relies on her email sent on the 24 March 2022 regarding the penalty notices when she informed the respondent “my wages are on hold from the business so if you can pay it and take it out they Payment pending please...” This is not evidence that the respondent had agreed to pay the penalty notices as and when they incurred but the claimant requesting the respondent do so. I am satisfied the penalty notices were in fact all paid by the respondent and in accordance with the claimant’s confirmation and her contract of employment the respondent lawfully

deducted the cost to it of satisfying the penalty notices which totalled £713 out of the claimant's wages.

Amex bill

23. In oral evidence on cross-examination the claimant accepted she incurred expenses in the sum of £4079.66 on the Amex company credit card which she stated she incurred when covering 40 stores in two different areas, and she did not dispute that expenses had been incurred on behalf of other staff which the claimant paid on the Amex credit card. Lisa Thomas confirmed in oral evidence on cross-examination that there was an occasion when an area manager had been unable to use her card and the claimant had used her Amex card to cover the expense, but she was unaware that the claimant had incurred such "huge" Amex bill at the time when the Aylesbury store was kept open and trading. Lisa Thomas was fully aware of the fact that there was a "lack of staff" in the Aylesbury store and the claimant's Amex card to pay for staff who were assisting at Aylesbury. She was also aware that the claimant had been told previously concerning her excessive credit card expenditure and her failure to get prior authority from Lisa Thomas. There was no deduction of wages in relation to the alleged earlier over-expenditure.

24. With reference to deducting part of the credit card bill from the claimant's wages, Lisa Thomas confirmed that she had not heard of this happening before in the business and there was no evidence before me that it had, with the effect that the claimant had no idea an "excessive" credit card bill could be deducted out of her wages at any stage during her employment.

25. I concluded on the balance of probabilities, having heard the credible evidence of Lisa Thomas that (a) she was aware the claimant was using the Amex card to pay the cost of putting in store staff to cover the Aylesbury store, but not the full extent of it, and (b) if an employee used the Amex credit card to pay for business expenses there had been no incident known to Lisa Thomas of the respondent deducting expenses relating to the business when the Buying Expenses Policy had not been complied with. There was no satisfactory evidence that the claimant had written approval for the expenditure in accordance with the respondent's Expenses Policy referenced above. However, I am satisfied that the claimant or her manager did not anticipate that any payments made on the Amex card which did not comply with due process or were excessive in amount despite being a genuine business expense could be lawfully deducted from wages. I did not accept the respondent's position that the Amex credit card included personal expenses. There was no evidence for this, and the issue with the credit card payments made by the claimant was that she failed to comply with policy and the expenditure was excessive i.e. other staff could have been put in hotels at a cheaper cost..

26. The parties agreed during the hearing that the total expenses paid by the claimant via Amex credit card was £4641.07. The expenses approved by the respondent totalled £3874.89 which left £766.18 in dispute on the basis that the payments were not pre-authorised despite the claimant being aware of this requirement. The bulk of the expenses appear to be hotel costs which according to the respondent exceeded the amount stipulated under the Policy with no prior approval of a director having been obtained before they were incurred. It is not

disputed that the hotel costs were incurred in order to keep stores running and open for business, for example, with reference to the Aylesbury store the cost was £695.20 to cover hotel stays of staff. Taking into account the evidence of Lisa Thomas, I concluded on the balance of probabilities, preferring the claimant's evidence that whilst she should have obtained written prior approval and accepted this was a requirement, Lisa Thomas was aware of the staffing issues between February and March 2022 and staff who lived out of area were put in place, for example, a manager who was parachuted in to keep the Aylesbury store open. Lisa Thomas was not aware of any situation when an employee was required to pay out of wages any credit card purchases made on the Amex card relating to business use that were either excessive or did not comply with the respondent's procedures referenced above.

27. The respondent's case is that had the claimant incurred expenses without authority totalling £695.20 in excess of what she should have paid out on her own behalf and other staff in attending the store at Aylesbury, and as a consequence it made a partial rejection of the claimant's claim for those expenses without detailing the expenses rejected or the taking into account the differential i.e. the expense which would have been incurred reasonably offset against the allegedly excessive amount. The claimant disputes the amount was excessive and she understood at the time she could pay for other employees on her own Amex card, as that had been done before. The respondent had no specific Policy informing employees, including the claimant, that if expenditure was ill-judged, excessive, incurred on behalf of other employees or paid without authority, the amount would be deducted out of the employee's own wages and nothing was said to the claimant to put her on notice that this could happen.

28. In April 2022 the respondent noted that the claimant, in breach of Policy, had not paid off her credit card balance. It is unsurprising the credit card balance was unpaid as the respondent had not reimbursed the claimant for the credit card expenditure due to its belief that she had incurred excessive expenditure and as a result the deduction of wages was made. The respondent paid £4979.20 to Amex. I took the view that given the claimant had resigned on notice with the termination date being 25 March 2022 the respondent should have monitored the Amex credit card and realised that if it withheld her salary and did not reimburse the Amex card expenditure the credit card could not be paid off and therefore late fees would be incurred. The position concerning the amount of late fees incurred by the respondent and what, if anything, was offset against the claimant's wages in relation to late fees is unclear as the respondent has not set these out. I am satisfied that (a) at no stage during the claimant's employment was she informed that late fees on the company credit card could be deducted out of her wages, and (b) when the respondent deducted money out of wages it failed reference and break down the late fees with the result that the claimant has not had an opportunity to challenge them. It is notable the claimant's contract made no reference late credit card fees being deducted out of wages and the respondent's Policies referred to above was silent on this.

29. The respondent deducted out of the claimant's wages the sum of ££695.20 in relation to business and not private expenditure incurred on the Amex credit card

and £70.98 for a business expense that was not authorised by Amy Cox totalling £766.18.

30. By the date her employment terminated it is agreed the claimant was due a total salary of £2550.40 gross (£1713 net) including a total of £836.63 net accrued holiday. She had incurred a total of £713 penalty charges.

31. On the 25 October 2022 the respondent paid the claimant the sum of £876.64 and the claimant was owed £836.36 net by way of wages and accrued holiday.

Law

32. Under part II of the Employment Rights Act 1996 (ERA) the general prohibition on deductions is set out. S.13(1) ERA states that: 'An employer shall not make a deduction from wages of a worker employed by him.' This prohibition does not include deductions authorised by statute or contract, or where the worker has previously agreed in writing to the making of the deduction — S.13(1)(a) and (b).

33. Section 13(3) provides that where the total amount of wages paid on any occasion by the employer to the worker is less than the total amount of wages properly payable by him to the worker on that occasion (after deductions) the amount of the deficiency shall be treated for the purpose of this Part as a deduction made by the employer from the worker's wages on that occasion.

34. S.13(1)(a) ERA permits deductions where they are authorised by 'a relevant provision of the worker's contract'. This phrase is defined in S.13(2) as a provision contained in:

- one or more written contractual terms of which the employer has given the worker a copy before the deduction is made — S.13(2)(a) (see 'Written contractual term' below), or
- one or more contractual terms (whether express or implied and, if express, whether oral or in writing) whose existence and effect (or combined effect) the employer has notified to the worker in writing before the deduction is made — S.13(2)(b) (see 'Written notification of contractual term' below).

Conclusion – applying the law to the facts

35. With reference to the first issue, namely, did the respondent fail to pay the claimant for annual leave the claimant had accrued but not taken when their employment ended, the respondent owed accrued holiday pay at termination of employment, however the sum of £876.64 was paid on the 25 October 2022 by the respondent which I have allocated to the agreed figure owed to the claimant of £836.63 in satisfaction of the claimant's accrued holiday pay claim. The claimant's claim for holiday pay is dismissed.

36. With reference to the second issue, namely, were the wages paid to the claimant less than the wages she should have been paid, I found that the claimant was underpaid by the sum of £960.76. The deduction for parking penalty charges

totalling £713.00 was authorised by the written term of the contract recorded above. The claimant have a copy of the contract before the deduction was made. She was responsible for paying the penalty notices and the sums she owed fell under the contractual provision that “With reference to deduction from salary the respondent had a contractual right to “deduct form your pay (or any other payment due to you) any deductions from you pay that are required by law or **any sums owed by you to TFS Buying Limited**” [my emphasis].

37. In addition, if there was any doubt on the contractual position, the claimant authorised the deduction in writing before it was made in her email sent on the 24 March 2022 regarding the penalty notices when she informed the respondent “my wages are on hold from the business so if you can pay it and take it out the Payment pending please...”

38. The deduction of £713 was justified. The claimant had received numerous emails from the respondent ordering her to pay the fines and she failed to do so. The claimant has attempted to blame the respondent for additional late payment fines and enforcement costs on the basis that an agreement had been reached. As indicated above, I did not find the claimant’s evidence credible; it was not supported by contemporaneous documents which clearly confirmed the claimant was to pay the fines. Had the claimant not thought she was liable she would not have written to the respondent asking it to pay and confirming the amounts could be deducted from wages.

39. Turning to the deductions made in relation to the expenditure on the Amex credit card, namely, the sum of £695.20 in relation to business and not private expenditure and £70.98 for a business expense that was not authorised by Amy Cox, I find on the e balance of probabilities that the respondent did not have a contractual right to deduct £766.18 from the claimant’s pay. The expenditure were not required by law or sums owed by the claimant to the respondent. Despite the respondent’s earlier indication all of the expenditure was for the business and not personal. The claimant’s submission to the effect was that there was no lawful reason for her being charged for expenses incurred for keeping the Aylesbury and Brighton stores open and it was not fair to expect this. I agreed for a number of reasons. There is disparity in economic power between the claimant and her employer. The employer takes business risks. The claimant does not take business risk. Even if it was the case that the claimant had incurred expenses on her Amex card that were excessive, this was a risk the respondent took in relation to employees issued with the company credit card, and in accordance with the Procedures referred to above, the respondent was entitled to take disciplinary proceedings to remedy the behaviour. It is notable that nowhere in the contract or the procedures are there any references to employees who are extravagant/negligent/incur excessive credit card charges and so on, being required to make good through a deduction of wages. Had that been the case it is unlikely such a clause could have amounted to a penalty clause prohibited at common law. There is a vast difference between an employee going off on a credit card spree by purchasing personal items in breach of any policy to one using the credit card to meet the needs of the business.

40. In conclusion, the respondent did not have contractual authority to deduct from the claimant's salary what it describes as excessive and unauthorised credit card payments. At the very minimum the claimant should have been made aware that breaching the respondent's policies could result in a deduction being made and she was not. The claimant's manager had not known of a similar position occurring within the company previously, and there was nothing to put the claimant on notice that her salary was at risk and a deduction authorised if she failed to follow procedure. The wide ambit within the contractual clause relating to deduction being made for "any sums owed by you to TFS Buying Limited" is insufficient and did not inform the claimant that she was contractually required to cover credit card payments incurred on the part of the business.

41. Had it the authority, I would have gone on to find that the deductions were not justified. As referenced above, there was no breakdown from the respondent as to how much of the credit card expenditure was legitimately incurred in keeping stores open according to the respondent's Policy, for example, a hotel bill would have been authorised at £50 but not £70, and therefore the differential was £20.00. The claimant was not given the opportunity to comment on the allegedly excess charges as the respondent acted as the judge and jury without reference to the claimant despite there being no question from her manager that the expenditure was a genuine business costs, albeit there was concern over the excessive amount incurred. In short, even had the deductions been authorised by a relevant provision in the contract (which it was not) it was unjustified.

42. There was an unlawful deduction out of the claimant's wages the sum of ££695.20 relating to the Amex credit card, £70.98 for an unauthorised business totalling £766.18.

43. In conclusion, by the date her employment terminated it is agreed the claimant was due wages in the sum of £1713.77 net and £836.63 net accrued holiday totalling £2550.40. She had incurred a total of £713 by way of penalty charges that were lawfully deducted out of wages and the claimant was paid on the 25 October 2022 the sum of £876.64 totalling £1589.64. The claimant was owed £836.36 net by way of wages and accrued holiday. Taking into account my allocation of the £836.36 paid to the claimant on 25 October 2022 to satisfy accrued holiday pay, the October payment and lawful deduction of £713.00 relating to the penalty charges the shortfall in the claimant's wages was £960.76.

44. The respondent unlawfully deducted wages in the sum totalling £960.76 and it is ordered to pay this amount to the claimant. The claimant suffered an unlawful deduction of wages and the claimant's claim brought under S.13 of the Employment Rights Act 1996 as amended is well-founded. The respondent is ordered to pay to the claimant unpaid wages in the sum of £960.76 (nine hundred and sixty pounds seventy six pence). The claim for breach of contract (wrongful dismissal by way of notice pay) is dismissed on withdrawal by the claimant. The claimant was paid £836.63 and the claimant's claim for accrued holiday pay is not well-founded and is dismissed.

45. The respondent's breach of contract counter-claim is dismissed on withdrawal by the respondent. The claimant's claim of age discrimination is dismissed on withdrawal.

5.5.23
Employment Judge Shotter

JUDGMENT AND REASONS SENT TO THE PARTIES ON
15 May 2023

FOR THE SECRETARY OF THE TRIBUNALS



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2405955/2022**

Name of case: **Miss G Prigg** v **TFS Buying Limited**

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: 15 May 2023

the calculation day in this case is: 16 May 2023

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

Mr S Artingstall
For the Employment Tribunal Office

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.