



EMPLOYMENT TRIBUNALS

Claimant: Miss C Astrom

Respondent: Get Switched Limited

UPON the Respondent failing to present a response within the time limit set out in rule 16(1) of schedule 1 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013

AND UPON EJ Crosfill reviewing the file and deciding that in the light of the information provided by the Claimant in her ET1 and in her e-mail dated 2 February 2023 that a determination can properly be made of the claims pursuant to rule 21 of schedule 1 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013.

JUDGMENT

1. The Claimant's claim for breach of contract brought under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 succeeds to the extent indicated below.
2. The Respondent breached the Claimant's contract of employment by dismissing the Claimant without notice or pay in lieu of notice.
 - 2.1. The Claimant was entitled to 2 weeks' notice.
 - 2.2. Her annual salary was £30,000.
 - 2.3. The loss and damages suffered by the Claimant is $\text{£}30,000/52 \times 2 = \text{£}1,153.84$
3. The Claimant's claims for unlawful deduction of wages for the period from 1 September 2022 until 29 September 2022 (29 days) brought pursuant to Part II of the Employment Rights Act 1996 is well founded.
4. It is declared that the Respondent unlawfully deducted the sum of $29/365 \times \text{£}30,000 = \text{£}2,383.56$ from the Claimant's wages due on 30 September 2022.

5. Get Switched Limited is ordered to pay the Claimant the sum of (£1,153.84 + £2,383.56) totalling **£3,537.40** less any deductions of tax and/or national insurance required by law.
6. For the avoidance of doubt the failure of the Respondent to pay the Claimant any wages in September 2022 amounted to a failure to pay the National Minimum Wage.
7. The Employment Tribunal makes no order on the Claimant's claim for 'interest' as the Claimant has not identified any legal basis for this claim. If the Claimant intended to claim that she has suffered consequential loss which might be recovered pursuant to Section 24(2) of the Employment Rights Act 1996 (such as overdraft or other bank charges) because she was paid late then she may write to the Tribunal and ask that this claim be considered by a judge.
8. The hearing listed for 13 March 2023 is vacated and the parties need not attend.

Employment Judge John Crosfill

Date: 15 February 2023