



THE EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

Respondent

Mr Nathan Bennett

AND

Rackstar Limited
(in creditors' voluntary liquidation)

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

Held at: North Shields

On: 8 February 2019

Before: Employment Judge A M Buchanan

Appearances

For the Claimant: In person
For the Respondent: No attendance

JUDGMENT

It is the judgment of the Tribunal that:

1. The name of the respondent is amended to Rackstar Limited (In creditors' voluntary liquidation).
2. The claim of breach of contract – wrongful dismissal advanced by the claimant relying on the provisions of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 ("the 1994 Order") is well-founded. The respondent is ordered to pay to the claimant £336.00 damages for breach of contract in respect of unpaid notice pay.
3. The claim for a declaration of unauthorised deduction from wages advanced by the claimant relying on the provisions of Part II of the 1996 Act is well-founded and the respondent is ordered to pay to the claimant forthwith the sum of £98.84 in respect of unpaid wages.
4. The total amount payable by the respondent to the claimant is £434.84 and is payable forthwith.

REASONS

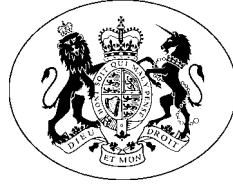
1. The claimant was employed as an apprentice by the respondent under a contract which began on 28 April 2017 and was due to end on 4 May 2018. In the event the contract was terminated on 29 March 2018 when the respondent ceased to trade and it subsequently entered into creditors' voluntary liquidation on 19 July 2018. The claimant was paid at the national minimum wage for an apprentice namely £3.50 per hour.
2. This claim was advanced 23 May 2018.
3. The claimant told me this morning that he has received from the liquidators since these proceedings began two amounts namely £356.16 in August 2018 in respect of unpaid wages and £84 in September 2018 in respect of notice pay. It is not clear how those sums were calculated.
4. I am satisfied that the claimant's contract provided for him to receive four weeks' notice pay and in fact he received none. He was paid £105 per week (30 hours x £3.50) and there were no deductions for income tax or national insurance. I am satisfied that in the four-week notice period the claimant received no income from any source including state benefits. The claimant is entitled to £420 in respect of notice pay from which I deduct £84 already received leaving £336 payable.
5. I am satisfied that the claimant was dismissed on what was pay day for the month of March 2018 and no wages were paid to him for that month. He was paid 12 times each year and his outstanding salary for March was £455 (£105 x 52 /12). From this I deduct £356.16 received in August 2018 leaving a balance payable of £98.84.

EMPLOYMENT JUDGE A M BUCHANAN

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON 8 February 2019**

Public access to employment tribunal decisions

Judgements and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2501162/2018**

Name of case(s): **Mr N Bennett** v **Rackstar Limited (In Creditors' Voluntary Liquidation)**

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: **14 February 2019**

"the calculation day" is: **15 February 2019**

"the stipulated rate of interest" is: **8%**

MISS K FEATHERSTONE
For the Employment Tribunal Office

INTEREST ON TRIBUNAL AWARDS

GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.