



## EMPLOYMENT TRIBUNALS

Claimant

**Miss. S. Seaton**

v

Respondent

**Andy Mullett (1)**

**Katy Mullett (2)**

**D.L.M Pub Company  
Limited (3)**

**Heard at: Birmingham via CVP On: 26 April 2023**

**Before: Employment Judge Wedderspoon**

**Representation:**

**Claimant: In Person**

**Respondents: No attendance**

## JUDGMENT

1. The claimant's claim for arrears of pay is well founded and she is awarded £447 gross.
2. The claimant is awarded lost income of £288 gross attributable to the non-payment of her wages.
3. The total sum of £735 is payable to the claimant by no later than 3 May 2023
4. The application made by the respondents to postpone the hearing was refused.
5. The "Swan" and Punch Pubs & Co are dismissed as respondents to the proceedings.
6. D.L.M Pub Company Limited are joined as a respondent.

## REASONS

1. The parties were notified of the final hearing today by notice dated 29 September 2022. At 12.34 a.m. on the morning of the hearing (the hearing was due to start at 10.30 a.m.) Andy Mallett emailed the Tribunal to state he would not be able to attend the hearing because his wife had been admitted to hospital due to a health condition and sought a postponement. He stated he would be at the hospital or looking after his children. The Tribunal refused the postponement application on the basis that it was made late in the absence of any corroborative evidence and as Mr. Mallett may be looking after his children, he could join the remote hearing. Mr. Mallett did not attend.

2. Mr. Arnes senior HR Business partner attended as a representative of Punch Pubs & Co. He informed the Tribunal that Punch Pubs own approximately 1300 pubs in the UK and lease them to others. The Swan pub was owned by Punch Pubs and leased to Andy and Katy Mullett via their company DLM Pub Company. The Mulletts had now vacated the Swan Pub. Punch Pubs have no contractual relationship with the claimant; the leaseholders of the pubs directly employ staff.
3. The Tribunal concluded that there was no contractual relationship between Punch Pubs and Co and/or the Swan and the claimant and in the interests of justice dismissed these named respondents from the proceedings. The claimant stated she had seen reference to DLM Pub Company Limited on paperwork but had never received a contract of employment. The Tribunal determined pursuant to its case management powers that DLM Pub Company Limited would be joined as a respondent.
4. By claim form dated 15 August 2022 the claimant sought arrears of pay pursuant to sections 13 and 24 of the Employment Rights Act 1996 from the respondent. The claimant was employed as a chef by Mr. and Mrs. Mullett at the Swan Pub from 14 to 21 July 2022. She was given £40 by Mrs. Mullett at the start of the week which was to be set off against her wages at the end of the week.
5. On 14 July 2022 the claimant worked 11 hours; 15 July she worked 7 hours; 16 July she worked 11.5 hours; 17 July she worked 8.25 hours; 18 July worked 9.5 hours; 20 July worked 4 hours and 21 July worked 6 hours. She worked a total of 57.25 hours. Her hourly agreed rate of pay was £10 gross per hour. At the end of the week the claimant was paid £45.50. The claimant accepts she needs to set off the £40 loaned to her; she is owed £447 gross. The claimant is awarded this sum.
6. The claimant stated that she had guaranteed work for 3 matches at the football club in Birmingham at an hourly rate of £12 gross at 8 hours per day. By reason of the shortfall of pay she was unable to afford the transport costs to get to do this work and had to sacrifice this available work. She sought £288 gross.
7. Pursuant to section 24 (2) of the Employment Rights Act 1996 where the Tribunal makes a declaration under (1) may order the employer to pay to the worker in addition to any amount ordered to be paid under that subsection such amount as the tribunal considers appropriate in all the circumstances to compensate the worker for any financial loss sustained by him which is attributable to the matter complained of.
8. The Tribunal determined the failure to pay the claimant the wages due meant that the claimant was unable to afford transportation to available and guaranteed work. Consequently, the claimant lost out on the opportunity to earn further income. The tribunal considered the claimant should be compensated for the financial loss which was directly attributable to the respondent's failure to pay her the wages she was entitled to. In the circumstances the tribunal awarded the claimant and additional £288 gross.

Employment Judge Wedderspoon

Date: 26 April 2023

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