



# EMPLOYMENT TRIBUNALS

## Claimant

Mr G Thompson

v

## Respondent

1. Nationwide Security Incorporated Limited
2. NSC 365 Limited

Heard at: Watford Employment Tribunal

On: 25 April 2019

Before: Employment Judge George

## Appearances

For the Claimant: In person

For the Respondent: Mr D Harris, Managing Director.

## JUDGMENT

1. The Employment Tribunal has jurisdiction to hear the claimant's complaint because it was not reasonably practicable for the claimant to present his claim within three months of the last deduction complained of and he presented within a reasonable further period thereafter.
2. Nationwide Security Incorporated Limited is substituted as a first respondent for Nationwide Security Incorporated Limited and NSC 365 Limited is added as a second respondent to the claim.
3. The claimant has leave to amend his claim to add a breach of contract claim alleging that both respondents are in breach of an implied term that they would remit to the Department of Work and Pensions sums they had deducted from the claimant's wages in respect of repayment of a loan made by the Department of Work in Pensions to him and in respect of which there was an attachment of earnings.
4. The claim of unauthorised deduction from wages is not well founded.
5. The breach of contract claim against the first respondent is well founded. The first respondent shall pay to the claimant the sum of £631.39 compensation for breach of contract.

6. The claimant is to disclose to the second respondent his payslips from October 2015 to February 2016 by **9 May 2019**.
7. Save as above, the remaining claim, namely a breach of contract claim against the second respondent, is stayed until further order.

## **REASONS**

1. Full reasons having been given at the hearing, only short reasons are given now.
2. Having heard all evidence from the claimant, I have concluded that it was not reasonably practicable for him to present his claim within three months of the date of which the last deduction was made. This is because until he was notified by the DWP that they had not received payment by his former employer of the sums deducted from his wages, he was reasonably ignorant under the factual basis of his claim. He found that out in approximately April 2018 and I am satisfied that he presented his claim within a reasonable period after discovering the facts that formed the basis of it.
3. The claimant provided to me a number of payslips covering the period October 2014 to October 2015, which demonstrate that his employer was Nationwide Security Incorporated Limited and that the various deductions were made. I therefore accept Mr Harris's submission that the correct employer was Nationwide Security Incorporated Limited and not the original respondent Nationwide Security Limited. I also accept Mr Harris's explanation that the contract of employment transferred to NSC 365 Limited. I therefore ordered that the correct employer be substituted as a first respondent and that a company that is still a functioning company, NSC 365 Limited, and that had employed the claimant for a short period should be added as a second respondent.
4. This is because Mr Harris volunteered that the subsequent employer had also made deductions in respect of the loan payments and had not transferred them to the DWP. He accepted that the second respondent owed the claimant £166.14 in respect of those deductions. However, the claimant's view was that there were probably more deductions that had been made. Neither party had had sufficient notice of this particular issue to be able to deal with it and therefore I concluded that the right thing to do was to order disclosure by the claimant to the second respondent of his payslips. It appeared to me that the second respondent was not seeking to evade its responsibility in this regard and the hope was expressed by all present that this matter would be able to deal with eventually amicably through ACAS. In those circumstances it seemed to appropriate to stay the remaining claim in order for negotiations to take place.
5. The correct basis of the claim is a contract claim against the former employers who did not remit to the DW, the sums that they had deducted from wages. An immediate order of compensation is made against the company that is in

liquidation. The claimant may apply to have the claim relisted if it is not possible for an amicable settlement to be reached.

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Employment Judge George

Date: ...1 May 2019 .....

Sent to the parties on: ....09.05.19.....

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For the Tribunal Office