

JERSEY / JUDGMENT

Ethan Biggs v One Motivation Limited

Source: jerseylaw.je · Research copy typeset by Esheria. Not court-issued or certified.

IN THE JERSEY EMPLOYMENT AND DISCRIMINATION TRIBUNAL IN THE MATTER BETWEEN
ETHAN BIGGS CLAIMANT AND ONE MOTIVATION LIMITED RESPONDENT

JUDGMENT

Reference: [2026] TRE 119 Date of Hearing: 27 August 2026 Before: Advocate Dr Elena Moran, chair For the Claimant: In person DECISION The Claimant's claims for unpaid wages, holiday pay, failure to provide written terms of employment and failure to provide pay slips succeed. The claim for unfair dismissal is dismissed. The Respondent shall pay the Claimant a total of £6,266.16.

REASONS

1. On 15 May 2026 Ethan Biggs presented a Claim Form to the Tribunal complaining that One Motivation Limited ("the Respondent") owes him notice pay, holiday pay, unpaid wages and compensation for no contract and no pay slips. There is also a claim for unfair dismissal. The Respondent operates a gym in St Helier.
2. The Respondent has not filed a Response Form. Under Article 12 of the Employment and Discrimination Tribunal (Procedure) (Jersey) Order 2016 ("the Procedure Order") Mr Biggs is entitled to judgment in default. The case was listed for a remedies hearing because of the claims for compensation. The Respondent was informed of the hearing but did not apply for permission to participate in the hearing.
3. At the hearing Mr Biggs explained that he started work on 1 February 2026 selling memberships for the gym. About two days before starting work he discussed terms with Florin Le Cachet who is the owner of the Respondent. It was agreed that the hourly rate would be £17 an hour plus a commission of 10% on memberships over £1,000 each day. It was agreed that Mr Briggs would work Monday to Wednesday for 8.5 hours, Saturday for 7 hours and Sunday for 5 hours making a total of 37.5 hours. His base salary would therefore be £637.50 per week. It was also agreed that he might work overtime on a Thursday. There was no discussion about holiday entitlement.
4. Mr Biggs worked a total of 104 hours in February for which he should have been paid £1,768 gross. In addition, he was owed commission of £182. He received into his bank account £1,256.78. Mr Biggs is zero rated for ITIS. He believes 6% social security was deducted from his wages in the sum of £106.08. He does not know if the deduction has been remitted to

Revenue Jersey. This means there was a shortfall in wages for February of £405.14 plus commission of £182 making a total shortfall of £587.14. I therefore order the Respondent to pay Mr Biggs the sum of £587.14 as unpaid wages for February 2026. The sum should be paid gross and Mr Biggs is liable for any social security due.

5. Mr Biggs worked 97 hours in March. He has not been paid for any of these hours, meaning he is owed £1,649. I therefore order the Respondent to pay Mr Biggs the sum of £1,649 without any deductions.
6. Mr Biggs did not receive any holiday pay. Under Article 11(1)(a) of the Employment (Jersey) Law 2003 ("the Law"), the statutory annual entitlement is three weeks paid leave. This equates to an uplift on salary of 6% on the salary payments of £1,768 and £1,649 meaning his holiday pay is £206.10. I therefore order that the Respondent pay Mr Biggs £205.02 as holiday pay. The sum should be paid gross.
7. Mr Biggs was never provided with written terms of employment contrary to Article 3 of the Law. Around a month after he started he was provided with a "demo contract" that he was told not to sign. The demo contract was a zero hour contract which is not what he had agreed at the start of his employment. To keep the job Mr Biggs agreed to the terms of the demo contract but no final contract was ever provided to him despite multiple requests. The Tribunal has issued Guidance on compensation for breaches of Article 3. This is a flagrant breach by the Respondent with no excuse. There has been another judgment in the Tribunal suggesting the Respondent had no system in place. On the other hand, it appears that the Respondent is a small employer. Taking these factors into account I award Mr Biggs compensation in the sum of three weeks' pay, which amounts to £1,912.50.
8. Mr Biggs was never provided with a pay slip for his February payment contrary to Article 51 of the Law. The Tribunal has issued Guidance on compensation for breaches of Article 51. Again, this is a flagrant breach by the Respondent with no excuse and it appears that there is no system in place. On the other hand, the Respondent is a small employer. Taking these factors into account I award Mr Biggs compensation in the sum of three weeks' pay, which amounts to £1,912.50.
9. I reject Mr Biggs' claim for unfair dismissal. He has insufficient service to claim unfair dismissal unless the dismissal falls into one of the categories as being automatically unfair. Mr Biggs is unable to say why he was dismissed and therefore cannot establish that the dismissal was automatically unfair. Summary of Award Head of Award £ Damages for unpaid wages 2236.14 Damages for holiday pay 205.02 Compensation for failure to provide written terms 1,912.50 Compensation for failure to provide pay slips 1,912.50. Total sum payable by Respondent to Claimant 6,266.16 Advocate Dr Elena Moran, chair Dated: 27 August 2026

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.jerseylaw.je/judgments/tribunal/Pages/%5B2026%5DTRE119.aspx>

CASE PAGE <https://chat.esheria.ai/case-law/jersey/ethan-biggs-v-one-motivation-limited-2026>

Prepared on 22 October 2026 · Esheria