



EMPLOYMENT TRIBUNALS

Claimant: Mr Kelvin Ward

Respondent: Corps Security (UK) Limited

Heard at: Cambridge **On:** 7 December 2018

Before: Employment Judge Brown (sitting alone)

Appearances

For the claimant: In person

For the respondent: Mr Vondez Phipps, counsel

RESERVED JUDGMENT

- (1) It is hereby declared that the respondent refused to permit the claimant to exercise his rights under regulation 13 of the Working Time Regulations 1998 to annual leave.
- (2) The claimant is therefore entitled to be paid, and the respondent shall pay to the claimant, after such deductions as are appropriate for tax and National Insurance, the sum, before deductions, of £1,152.

REASONS

1. Introduction

1.1. The claimant is Mr Kelvin Ward. He is to be treated as having worked for the respondent, as a security officer, since 15 April 2014. On 20 or 21 August 2018, his employment transferred, by the Transfer of Undertakings (Protection of Employment) Regulations 2006, to the respondent from a company using the Securitas brand.

1.2. On 17 June 2018, the claimant presented a claim to the Employment Tribunals, complaining that the respondent owed him holiday pay. By a response sent to the Employment Tribunals on 27 July 2018, the respondent resisted the claim on the grounds that the claimant had had ample opportunity

to take annual leave in the leave year in question, but had failed to do so; under the respondent's terms and conditions, any outstanding by unused leave was lost.

2. The final hearing

2.1. Mr Ward was supported at the hearing by a friend. The respondent was represented by Mr Phipps of counsel. The case had been listed for a 1-hour final hearing by written notice dated 2 July 2018. Regrettably, this notice did not make detailed provision for case management; the only case management order was for the claimant, within 4 weeks of the date of that notice, to set out in writing to the respondent the remedy which the Employment Tribunal was being asked to award, including any evidence and documentation supporting what was claimed and how it was calculated. There was no order for witness statements or for disclosure, or for a bundle of documents to be produced.

2.2. In fact, the respondent produced a bundle and a witness statement for Mr John Ford, but the claimant had not produced a statement. That is no criticism of him, because he was representing himself, is not an experienced Employment Tribunal litigator, and would have no reason to know precisely what he needed to do unless this was explained to him, and there was no case management order for witness statements to be prepared. But it meant that I started the hearing with some imbalance in the information I had.

2.3. I decided that it would not be proportionate (or consistent with the overriding objective) to make more detailed case management orders and adjourn the hearing to another time. I decided that the claimant's claim form provided a reasonably detailed account of his claim which could be supplemented by oral evidence (there was no order preventing the parties from relying on oral evidence which was not in witness statements).

2.4. I also considered that there was scope to identify the areas of agreement and dispute, and so, having seen the parties, I adjourned the hearing for about an hour to enable Mr Ward and Mr Phipps to speak to one another and see what was agreed and what was not. On resuming the hearing, I heard from Mr Phipps, who explained what he understood to be agreed and then I checked with the claimant whether he agreed or disagreed with anything that Mr Phipps had said. I was grateful to the claimant and Mr Phipps for the constructive spirit in which this exercise was undertaken, which saved time and achieved real clarity.

2.5. From that process, the following became clear:

3. Agreed facts and issues

3.1. The claimant had been in the employment of the respondent from 20 August 2017 to 21 May 2018.

3.2. In respect of the period governed by the claim, the leave year, unusually, was 1 January 2017 to 31 March 2018. This was because the Securitas leave year

ran from 1 January to 31 December, but the respondent's leave year ran from 1 April to 31 March, and so, following the transfer, the leave year had been brought into alignment to achieve uniformity among what had been two workforces. It was not argued before me that this had been impermissible.

- 3.3. The parties agreed that the total period of accrued but untaken leave in issue in the period in issue had been 26 days (allowing for days that had been taken).
- 3.4. Following a grievance, the claimant had been paid for 11 of those leave days, and he accepted that he had taken 3 days' leave in February 2018.
- 3.5. Therefore, the claim was for 12 days' leave, and the amount claimed (and the agreed sum payable if the claim was well-founded) was £1,152 gross, which would fall to be paid via the respondent's payroll.
- 3.6. The claimant accepted that page 24 of the respondent's bundle set out terms and conditions about holiday and holiday pay:
 - 3.6.1. Unused holiday entitlement could not be carried forward to another leave year;
 - 3.6.2. Requests for holiday must be submitted at least 28 days in advance;
 - 3.6.3. Usually it would not be possible to take more than 2 weeks' consecutive holiday;
 - 3.6.4. Holidays would only be granted in line with the needs of the business and might be allocated by the company with prior written notification;
 - 3.6.5. Holiday dates must be agreed in writing in advance;
 - 3.6.6. The company might require holidays to be taken on specific notified days.
- 3.7. The claimant said, and it was not disputed, and I accept, that there had been a working practice, after transfer, of the respondent only requiring 14 days' notice of intention to take holiday, but this reverted some time later (by November 2017) to the written requirement to give 28 days' notice.

4. Evidence

- 4.1. I heard oral evidence from the claimant, and, for the respondent, Mr John Ford, Regional Operations Director. Each was cross-examined. The claimant was accompanied and assisted by a friend, Mr P Morgan, who, without objection from Mr Phipps, questioned Mr Ford and assisted the claimant in summing up.

5. Findings of fact

- 5.1. I reached the following findings of fact, on the balance of probabilities, to supplement the agreed facts I have set out above.
- 5.2. The claimant worked as a security guard at a site known as Weetabix Site 2, in Corby, Northamptonshire.

- 5.3. The claimant requested 10 days' leave from 26 May 2017, but this was declined by Janine Goosey; she did not give the claimant a reason for declining his request.
- 5.4. On about 4 June 2017, the claimant began a period of sick leave which lasted, I find, until 16 September 2017. The claimant said in evidence that he was absent for a total of about three months. I have reached this finding on the basis of the claimant's evidence that he was off for about three months, which I accept, and the details of colleague unavailability in the bundle at page 63, which is the respondent's document, and which shows the claimant on sick leave until 16 September 2017.
- 5.5. The claimant said (and I accept) that there had been things stopping him from taking leave on his return to work: firstly, he had just come back from three months off. Secondly, he was following a previous informal practice of speaking to his manager about holidays and the claimant was being told that he could not take leave. Therefore, the claimant said, the absence of formal requests for holiday in this period was not decisive, because the claimant was being told that he could not take holiday. A formal holiday request would therefore have been futile. I accept the claimant's evidence as credible. In my judgment, the claimant was an honest, frank and careful witness whose evidence was internally consistent, and consistent with the contemporaneous documentation, and he was willing to make concessions even when they were not self-evidently in his interests. In my judgment, he prioritised being truthful over serving the interests of his case.
- 5.6. The effect of the extension of the leave year to achieve uniformity among the workforce was, I find, that all of the claimant's annual leave for the leave year from 1 January 2017 had been carried over beyond 31 December 2017 to the period up to 31 March 2018, but it, and the additional leave for the period 1 January 2018 to 31 March 2018 (that is, an additional 1.36454483 weeks' or 6.82 days' leave) had to be used by 31 March 2018 in circumstances where, ordinarily, there would be a full leave year in which this additional leave, and the rest of the latter year's leave could be taken.
- 5.7. On 7 November 2017, the claimant sought a day's annual leave on 1 January 2018. This was declined by Victoria Lacey on the grounds that no annual leave was allowed between 18 December and '01/12/17' due to operational needs of the business. I think that the intended date must have been 1 January 2018 not 1 December 2017, as Ms Lacey wrote.
- 5.8. On 13 November 2018, the claimant sought annual leave from 21 December 2017 to 23 December 2017. This was declined by Victoria Lacey. The reason given was 'No holiday allowed between 18 dec and 1 Jan due to operational needs of the business'.
- 5.9. On 22 November 2017, a request by the claimant for annual leave from 12 December to 14 December 2017 was declined by Victoria Lacey for the reason that 'Relief officers already located elsewhere'.

- 5.10. On 24 November 2018, Eileen O’Keefe wrote to Victoria Lacey and Gareth Davies, Security Site Manager, noting that the claimant had taken no annual leave at all in the leave year to date. There is no evidence of any steps being taken by the respondent to encourage or facilitate the taking of leave by the claimant.
- 5.11. On 1 January 2018, the claimant sought annual leave for 9 days between 4 and 24 February 2018 and 11 days between 3 March 2018 and 31 March 2018. These requests were declined by Chris Edwards on 30 January 2018, who wrote: ‘Kelvin, Please call me regarding this’. Mr Phipps said that the February dates has not been pleaded and that he could not confirm or deny the claimant’s case, but the claimant’s details of complaint did say that he had ‘booked the whole of Feb and March off’ and this had not been denied in the response. Therefore, I disagree that this had not been pleaded. I found the claimant a credible witness and I am satisfied that he had booked 9 days off between 4 and 24 February 2018 as well as 11 days in March 2018.
- 5.12. The claimant said in his details of claim (which he adopted as his evidence-in-chief) that he had tried to book other leave dates as well, but the holiday portal would not allow him to input the dates. I accept the claimant’s evidence as credible.
- 5.13. On 21 February 2018, at 19:43, the claimant wrote to Chris Edwards, saying that he (the claimant) hadn’t been happy with their previous conversation on the phone, earlier that day. It had got quite heated and the claimant felt that Mr Edwards was trying to bully the claimant into taking the blame for not taking holiday. The claimant said that he had been putting in holiday requests with the respondent since November 2017 and every one of them had been declined. The claimant felt that putting the blame on him wasn’t going to resolve this. An employer had never made him as angry before. He had never had such a conversation with an employer. The claimant said that Chris Edwards had previously said that the claimant could have paid days off on his off days, but this had then been disregarded by Chris Edwards. The claimant said that it was unacceptable for him to be told that he would lose 20 days’ holiday; the claimant had been actively trying to resolve the situation since November 2017. He had complained to HR on 16 January 2018, but was being largely ignored. He had requested 1 January 2018 off to take a close relative to a medical appointment.
- 5.14. I find that the factual contentions in this email are true. I did not hear from Chris Edwards to counter them. The claimant would have been bold to make up or embellish such factual assertions in an email directly to Chris Edwards, and I considered that the claimant had established his general credibility in evidence.
- 5.15. Later on the evening of 21 February 2018, Elizabeth Smith wrote to Victoria Lacey and Chris Edwards, among others, saying that, in respect of 22—24 February 2018, the claimant did not want to do shifts because he was ‘not getting his holidays’.

- 5.16. The claimant also texted Gareth Davies, telling Mr Davies that he (the claimant) had had a heated argument with Mr Edwards, and that Mr Edwards had previously promised to safeguard the claimant's holidays (in other words, to make sure that the claimant would be paid for his leave days even if he could not take them), but that Mr Edwards had 'basically fed me a load of lies regarding that'.
- 5.17. On 22 February 2018, Chris Edwards wrote to the claimant, saying that the claimant would receive an invitation to attend a grievance hearing with John Ford. Chris Edwards offered the claimant '21st, 22nd, 23rd' and '30th and 31st' off. The latter two days must have been in March 2018 because there are no such days in February. It is unclear whether 21—23 referred to February or March 2018, but it is more likely that these were all dates in March, because they referred to 21st, which, if it had been 21 February 2018 had by 22 February 2018 already passed, and the written record of the subsequent grievance hearing is consistent with all five days having been in March 2018.
- 5.18. On 26 February 2018, John Ford invited the claimant to a grievance hearing on 2 March 2018. Mr Ford said that the claimant's November 2017 leave dates had been declined 'for reasons unknown' and so the claimant would be paid for those, and the claimant's requested holiday on 21—23 December 2017 would be paid. Mr Ford said that Chris Edwards had managed to arrange five days for the claimant in March (which I find was 21—23 and 30—31 March 2018). Mr Ford said that March holidays needed to be booked in advance because everyone was trying to use up their holiday by the end of March.
- 5.19. The claimant told Mr Ford that he still had 15 days remaining and that he was unwilling to accept Mr Ford's solution of arranging 11 days, leaving the claimant to lose 15 days.
- 5.20. Mr Ford said that the claimant had left it too late to book any more leave (as at 2 March 2018, giving 28 days' notice would mean that any leave would start from 30 March 2018, which the claimant already had booked off). Mr Ford said that the claimant had had 15 months to plan and book his leave.
- 5.21. I accept that March would have been a time by which holiday must be used or lost, and therefore a potential pressure point. Those employees who had joined the respondent from Securitas had a longer notional leave year, but also more leave to use within that period, and it had not been until about August 2017 that they had known that they would be transferring to the respondent, such that the arrangements for their leave would change.
- 5.22. I do not accept, therefore that the claimant and other Securitas employees were in a better position or even an equal position to long-standing employees of the respondent: the claimant had 15 months in which to use 15 months' worth of holiday, with no possibility of carrying it over. A long-standing employee of the respondent, in the period 1 January 2017 to 31

March 2018 would have had the leave year 1 April 2017 to 31 March 2018 in which to use a year's holiday, and the whole of the preceding leave year in which to use that leave entitlement; the employee needn't have taken any leave in the period 1 January 2017 to 31 March 2017, whereas transferring employees had a quarter of a year's leave which was specifically referable to that period.

- 5.23. The claimant was further disadvantaged by his long period of sickness absence in the summer of 2017, and the fact that the periods running up to and immediately after the winter holidays would be likely pressure points for holidays, after which, the pressure point at the end of the leave year would arise. I accept that the claimant would not have wanted to take leave immediately on returning to work after a long absence on sick leave, and that the time of his sickness absence coincided with the usual summer holiday period, for which it would be normal for an employee to save some leave. Therefore, in my judgment, there were a number of special circumstances in the claimant's case, one of which was sickness-related, which affected his ability to take leave freely,.
- 5.24. Mr Ford did not investigate the claimant's contention that Chris Edwards had previously promised that the claimant's leave would be safeguarded.
- 5.25. Mr Ford wrote to confirm his grievance decision on 6 March 2018. He informed the claimant of the claimant's right to appeal the grievance decision. The claimant did not appeal.
- 5.26. Mr Ford's evidence (consistently with his grievance decision) was that the claimant had had 15 months in which to take his leave. This finding disregarded the facts that the claimant had been off sick for several months and that the claimant had more leave to take within this longer period of time.
- 5.27. On 16 April 2018, Chris Edwards wrote to the claimant, saying that the claimant had not worked since 16 February 2018 and had provided a medical certificate covering the period 6—31 March 2018 on the grounds of stress at work.
- 5.28. On 21 May 2018, the claimant resigned. The claimant said that it was the respondent's handling of his outstanding leave that caused him to resign.
- 5.29. In his claim to the Employment Tribunals, the claimant said that Chris Edwards had promised to safeguard the claimant's holiday. The respondent did not call any evidence from Chris Edwards. It did not deny the claimant's contention in its response. Mr Ford had not investigated the claimant's contention that Chris Edwards had made this promise to the claimant. The claimant had put this allegation squarely to Chris Edwards in his email on 21 February 2018. I find as a fact that Chris Edwards made this promise.

6. Applicable law

- 6.1. Workers have an overriding statutory (and partly EU-law) right to paid leave under the Working Time Regulations 1998 which give effect in British law to (and supplement) Directive 2003/88/EC of the European Parliament and of the Council concerning certain aspects of the organisation of working time, known as the Working Time Directive.
- 6.2. This right may be operationalised by a worker's contract (in the terms of the Directive, it is a right 'in accordance with the conditions for entitlement to, and granting of, such leave laid down by national legislation and/or practice'), but the statutory right to 5.6 weeks' leave a year (of which 4 weeks derive from the entitlement under the Directive) remains. For example, an employer may require an employee to take leave at some times of year and prevent an employee from taking leave at other times, but this does not encroach on the right itself.
- 6.3. In **R v Secretary of State for Trade and Industry ex parte BECTU [2001] IRLR 559**, the European Court of Justice described the entitlement of every worker to annual paid leave as a particularly important principle of community social law from which there can be no derogations and whose implementation by the competent national authorities must be confined within the limits expressly laid down by the Directive.
- 6.4. It is well settled that an employee cannot be required to take annual leave during a period of sickness absence, because annual leave is inconsistent with the circumstances of sickness absence. In **NHS Leeds v Larner [2012] IRLR 825**, the Court of Appeal held that Mrs Larner was entitled to pay in lieu of the annual leave that she had not taken in the previous leave year because she had been on long-term sick leave. European law did not require an employee to make a leave request if s/he wished to carry leave forward to a future reference period because of absence on sick leave. Regulation 13 of the Working Time Regulations 1998 could be interpreted to such effect.
- 6.5. It is also settled as a matter of European law that an employee's pay during leave must be such as to ensure that the right to take holiday is effective. If pay during leave is reduced, so that a worker may be discouraged from taking leave, then the entitlement to paid holiday under article 7 of the Directive is undermined: **Williams v British Airways plc [2011] IRLR 948**.
- 6.6. In **King v Sash Window Workshop [2018] ICR 693**, the Court of Justice of the European Union held that:
 - 6.6.1. the purpose of the entitlement to paid annual leave under article 7(1) of the Directive was to enable a worker to rest and enjoy a period of relaxation and leisure;
 - 6.6.2. while article 7 of Directive 2003/88 did not preclude national provisions fixing a carry-over period after which the right to paid annual leave could be lost where the worker had been unfit for work for several years, there could be no derogation from that entitlement in

- circumstances where the employer had not allowed the worker to exercise his right to paid annual leave;
- 6.6.3. to accept, in that context, that the worker's acquired entitlement to paid annual leave could be extinguished would amount to validating conduct by which an employer was unjustly enriched to the detriment of the very purpose of the Directive, which was that there should be due regard for workers' health;
 - 6.6.4. accordingly, article 7 of the Directive precluded national provisions or practices that prevented a worker from carrying over and, where appropriate, accumulating, until the termination of his employment, paid annual leave rights not exercised in respect of several consecutive reference periods because his employer had refused to remunerate that leave.

7. Submissions

- 7.1. Mr Phipps, who presented the respondent's case with care, moderation, and skill, submitted that:
 - 7.1.1. The claimant was aware when he went to work for the respondent in August 2017 that he could use three months in 2018 to take holidays.
 - 7.1.2. This evened out the fact that the claimant was on sick leave for 3 months.
 - 7.1.3. It put the claimant in same position as other employees of the respondent.
- 7.2. Mr Phipps submitted that three points in the claimant's evidence were crucial and fatal to the claimant's case:
 - 7.2.1. The claimant's indication before giving evidence, that it had been the claimant's fault that he had not booked holidays;
 - 7.2.2. The claimant's acceptance in evidence that he ought to have used up his holidays in 2017 if he had wanted to use them; and
 - 7.2.3. The claimant's 'choice' not to make a request for holidays as the chances were it was not going to be approved.
- 7.3. Mr Phipps said that these factors were dispositive of the claim, in so far as they demonstrated the claimant's awareness of his entitlement, and the ability to take holidays, but also the claimant's choice in not taking these holidays.
- 7.4. Mr Phipps said that there was nothing stopping the claimant from taking holidays between January and June 2017 or from the end of August, and in September, October and November 2017.
- 7.5. Mr Phipps said that, other than the claimant's perceived view that making a request for holidays would have been unlikely to have been approved, there was no evidence provided by the claimant that there was any actual restriction or limitation on the claimant making that request.

8. Conclusions

- 8.1. I reject Mr Phipps' submission that the additional time for the claimant to take leave compensated for the claimant's absence on sick leave in the summer of 2017, because, I conclude, the claimant had more leave to take during this extended period; it was, at best a neutral factor. I also reject Mr Phipps's submission that the claimant had a choice to take holiday which he had not exercised. The claimant's evidence, which I have accepted, was that the claimant did not make formal requests where he knew that such a request would be futile. The treatment of the claimant's request for leave in November 2017 bears the claimant's position out. I also reject Mr Phipps's submission that the claimant—in accepting fault for not booking holidays—was accepting that as a matter of law he was responsible for the failure to secure his entitlement to annual leave. The claimant was, in my judgment, not accepting fault in a legal sense, but was accepting that, by failing to engage in a futile exercise, he did not have the evidence of holidays being refused which he would have had if he had made futile applications for leave.
- 8.2. I reject therefore the respondent's case that the claimant had a real choice and prefer the claimant's evidence that he had no such choice. I note in particular (as I raised with Mr Phipps during the hearing) that the respondent adduced no evidence to show the dates from September 2017 on which the claimant *could* have taken holiday. The claimant could not have adduced evidence as to holiday availability, which was evidence in the respondent's control. Where the claimant's case was that there had been dates in respect of which he had tried to make a holiday request but couldn't, and other dates when the claimant believed even making a request was futile, in my judgment, relevant evidence would have been the respondent's records showing the availability of leave. Since it was the respondent who asserted that the claimant could and should have taken leave on other dates, it was for the respondent at least to adduce some evidence of when, where the claimant's case was that he couldn't and where evidence of availability was not in his control.
- 8.3. In my judgment, the claimant's claim to be entitled to payment for the leave which he had accrued but had not taken by 31 March 2018 is well-founded for the following reasons.
- 8.4. First, the claimant had had a significant period of sickness absence during the summer of the relevant leave year, and at a time of year when it is conventional to take leave. The claimant could not have been expected to take leave then, because he was unwell, and this reduced the time available for him to take leave. In my judgment, it is no answer to say that the claimant had had the earlier part of 2017 in which to take leave—his sickness absence was unforeseen and he had tried to take leave earlier in 2017. Also unforeseen was the prospect of a TUPE transfer that would alter the claimant's working practices, and would change the amount of leave that the claimant had and the time in which he had to take it.

- 8.5. Secondly, I have accepted that the claimant was entitled to wish to return to work when he was well enough to do so, rather than immediately to take the leave which he had accrued.
- 8.6. Third, I have been satisfied by the claimant's evidence that during October, November and December 2017, he tried to take leave, but was unable to do so, because his requests to do so were declined formally or informally. On the respondent's own case, according to Mr Ford's grievance outcome, the claimant's request to take leave in November 2017 was declined 'for reasons unknown'. This supports the approach to leave which the claimant has described.
- 8.7. Fourth, I accept that the claimant was assured by Mr Chris Edwards before 21 February 2018 that his leave would be safeguarded. This has been the claimant's clear, consistent, written contention since that date, and it has never been met by Mr Edwards or by the respondent. I am satisfied that the claimant reasonably believed that he did not need to be looking to exhaust his leave by 31 March 2018, that he was entitled to rely on that assurance from Mr Edwards, and that, if it did not amount to a contractual promise to allow the claimant to keep his leave entitlement (which it may have done, the consideration being the claimant's forbearance from taking action at the time of the promise), at the very least it gave rise to an estoppel, in that the claimant relied on the assurance to his detriment in not taking action then and that it would be unconscionable for the respondent to be enriched by the leave for which it would not have to pay.
- 8.8. Fifth, I am satisfied more generally, that the claimant was prevented (by virtue of the respondent's management of leave for its workers) from using his entitlement to leave before the end of the leave year, and, in my judgment, this was sufficient of itself to entitle the claimant to retain his leave entitlement following the end of the leave year. In particular, to allow the respondent in these circumstances to avoid liability to pay the claimant in relation to the leave which the claimant had accrued would be to lead to the unjust enrichment of the respondent to the detriment of the very purpose of the Directive, which was that there should be due regard for workers' health. I accept that an employee may be responsible for mismanaging his leave entitlement so that it becomes difficult or impossible for the employee to take leave, such that an employer is not *unjustly* enriched by the employee's failure, but I do not consider that the respondent's criticisms of the claimant's management of his leave are well-founded; to the contrary, I find that the claimant acted reasonably in seeking to give effect to his leave entitlement, and the claimant's acceptance at the hearing before me of being at 'fault' was the claimant being conciliatory and expressing regret for the situation, rather than admitting that legal responsibility for the failure to take holiday lay with him.
- 8.9. Sixth, the claimant was off work, on sick leave, from 3 March 2018 until the end of the leave year, and I am satisfied that, given that this period of absence ran to the end of the applicable leave year, the claimant was someone who was sick and was therefore unable to take his leave before

the end of the leave year, and was therefore entitled as a result of the Court of Appeal's decision in **Larner** to carry over his leave to the following leave year.

- 8.10. In my judgment, the fourth, fifth and sixth grounds that I have set out above are independent of each other, and each is sufficient to dispose of the claim in favour of the claimant, and I rely on them individually (as well as cumulatively) in reaching my decision.
- 8.11. Given that the claimant's overall entitlement to leave was only partly the product of an entitlement under EU law, I have considered whether any part of the amount claimed by the claimant is not subject to the reasons which I have set out above, but I have concluded that there is no basis to differentiate between parts of the claimant's leave entitlement or to apportion some of it to regulation 13 leave and some to regulation 13A leave.
- 8.12. I therefore conclude that the claimant has proved, and I must therefore declare (pursuant to regulation 30(3)(a)) that the respondent refused to permit the claimant to exercise his rights under regulation 13 of the Working Time Regulations 1998, in respect of annual leave.
- 8.13. The parties agreed that, in the event of such a conclusion, the amount to which the claimant was entitled was £1,152 gross of tax and National Insurance, which would fall to be paid to the claimant by the respondent net of those deductions, and accordingly, the judgment is to that effect.

Employment Judge Brown
20 December 2018

Sent to the parties on:

...24/1/2019

For the Tribunal:

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