



THE EMPLOYMENT TRIBUNALS

Between

Claimant: Mr K Miller

Respondent: We Work With Data Limited

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

**in accordance with rule 21 of the Employment Tribunal
Rules of Procedure 2013**

No response having been presented in form ET3 to the office of the Employment Tribunal by the Respondent within the time limit prescribed by rule 16 of the Employment Tribunal Rules of Procedure 2013 it is **adjudged** as follows:

The Claimant having brought a claim to the Tribunal under article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 the Tribunal finds that the Respondent was in breach of contract in not giving the Claimant notice of the termination of the employment and **orders** the Respondent to pay to the Claimant the sum of £2,875 (which sum has been calculated before allowing for statutory deductions);

The Tribunal declares in accordance with regulation 30 of The Working Time Regulations 1998 that the complaint of the Claimant that the Respondent has failed to pay holiday pay due to the Claimant on the termination of the employment under regulation 14(2) of such Regulations is well founded and **orders** the Respondent to pay to the Claimant the sum of £838.54 (which sum has been calculated before allowing for statutory deductions);

The question of the Claimant's right to a redundancy payment having been referred to the Tribunal in accordance with section 163 Employment Rights Act 1996 the Tribunal finds that the Claimant is entitled to a redundancy payment amounting to £1,016 and the Tribunal **orders** the Respondent to pay such sum to the Claimant.

Employment Judge Baron

Dated 15 January 2019

