



EMPLOYMENT TRIBUNALS

Claimant:

Miss A Derrick

v

Respondent:

OB Lindon Limited

Heard at:

Reading

On: 14 December 2018

Before:

Employment Judge Gumbiti-Zimuto (sitting alone)

Appearances

For the Claimant: In person

For the Respondent: No attendance or representation

JUDGMENT

1. The correct name of the Respondent is OB Lindon Limited.
2. The Claimant's claim form is amended to include a claim in respect of notice pay.
3. The Respondent failed to give the Claimant notice in accordance with the contract of employment. The Respondent is ordered to pay to the Claimant damages of £324.96
4. The Respondent failed to pay the Claimant in respect of accrued and untaken leave. The Respondent is ordered to pay to the Claimant the sum of £600.17.

REASONS

1. In a claim form presented on 30 July 2018, the Claimant Miss Alison Derrick, brought a complaint against OB Lindon Limited. As a Second Respondent, she also brought proceedings against BSS Recruitment Agency; and as a Third Respondent, she brought proceedings against Moreland Solutions Limited. No response was produced by OB Lindon Limited or Moreland Solution Limited. BBS Recruitment Limited filed a response in which it contended that the correct identity of the Claimant's employer was OB Lindon Limited and provided a copy of a contract of employment which purported to be an agreement between the Claimant and OB Lindon Limited.

2. Amongst the contractual terms is a provision that the Claimant is entitled to termination notice of one week when she had been employed for a period of between four weeks and 24 months.
3. The Claimant gave evidence that she received her pay statements which made no clear accounting in respect of holiday pay for the period from 5 March to 15 June 2018. In that period of time, the Claimant claimed that she worked 473 hours and 45 minutes over a 37-hour week. She therefore worked a total of 12.8 weeks. The Claimant worked at an hourly rate of £10.50. The Claimant therefore claims that she is entitled to the sum of £600.17 in respect of holiday pay.
4. The Claimant also gave evidence that on 15 June 2018, she was informed that her employment was being terminated. She was told that her employment was terminated forthwith. The Claimant's contract provides for one week's notice. The Claimant made an application at the beginning of these proceedings for permission to amend the claim form to include a claim in respect of notice pay.
5. I note that the Claimant in her claim form made a claim for one week's pay. It was not clear on the claim form however that she was making a claim in respect of notice pay as that box was not ticked on the form ET1. When she gave evidence, the Claimant said that she was unaware that she was entitled to recover one week's notice until she received a copy of the contract.
6. The Claimant's gross weekly pay was £388.50 and in the relevant period she was entitled to a net payment of £324.96.
7. I accept the evidence which has been given by the Claimant in respect of her holiday pay and notice pay and I therefore make the judgment which has been set out above. The Respondent, OB Lindon Limited, is therefore ordered to pay to the Claimant the sum of £925.13.

Employment Judge Gumbiti-Zimuto

Date: 14 December 2018

Judgment and Reasons

Sent to the parties on: 17 January 2019

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For the Tribunal Office

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