



EMPLOYMENT TRIBUNALS

Claimant: Mr G. Cadeddu
Respondent: Kerbedge Restaurants Limited

Heard at: Hull **On:** 7th August 2018
Before: Employment Judge Lancaster

Representation

Claimant: In person, assisted by Miss N Atkins
Respondent: No appearance entered and did not attend

JUDGMENT

1. The name of the Respondent is amended from Kerb Edge to Kerbedge Restaurants Limited.
2. The Respondent has made a series of unauthorised deduction from the Claimant's wages and is ordered to pay to him the gross sum of £2079.00
3. The Respondent has not paid the Claimant on termination of employment the sum owing to him by way of accrued but untaken holidays and is ordered to pay to him the gross sum of £777.60
4. The Respondent is further ordered to pay to the Claimant £25.00 which is the appropriate amount to compensate him for financial losses sustained by him and attributable to the matters complained of in Paragraphs 2 and 3 of this Judgement.
5. It is declared that the Respondent has failed to give to the Claimant any itemised payslips.

REASONS

1. The employer identified on the contract of employment is Kerbedge Restaurants Limited. That is the correct Respondent. to these claims. As no Response has been served the hearing went ahead in the absence of the Respondent.
2. The Claimant was due to be paid directly into his bank account on or about the 28th of each month and the pay was in arrears up to the 21st of the month.
3. The Claimant was paid £240.00 on 27th December 2017; £1000.92 on 5th February 2018, and; £1126.10 on 1st March 2018. He did not receive itemised payslips.

Case: 1805360/2018

4. The Claimant is therefore owed wages for the period from 21st February 2018 until he resigned on 4th April 2018.
5. The Claimant's average working week was 45 hours over 5 days. That is his evidence as to his customary work pattern and is confirmed by a letter from his employer dated 3rd February 2018 stating that he worked between 40 and 50 hours. His wage was £9 per hour.
6. For the last week in February he is therefore owed for 45 hours, for the month of March he is owed, on his evidence, for 168 hours and for the 2 days worked in April, 3rd and 4th, he is owed 18 hours. That is a total of 231 hours which is £2079.00 gross.
7. The contract of employment entitles the Claimant to 22 days leave per annum plus bank holidays but makes no provision for payment of accrued holidays. I therefore calculate his accrued holiday entitlement under the Working Time Regulations as a proportion of the minimum annual 5.6 weeks.
8. The Claimant took no paid holidays and is therefore due $125/365 \times 5.6$ weeks which is 1.92 weeks. At £405.00 per week that is £777.60 gross.
9. The Claimant has managed to survive in the absence of being properly paid by borrowing from his friends. He has nevertheless incurred overdraft charges and fees. I consider the appropriate amount to compensate for this financial loss under section 24 (2) of the Employment Rights Act is, as a minimum, £25.00. Because the Claimant does not seek to put any higher figure on it that is what I award.

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EMPLOYMENT JUDGE LANCASTER

DATE 7th August 2018