



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs Lauren Taylor  
**Respondent:** Easy As 123 Limited  
**Heard at:** Croydon **On:** 10 February 2020  
**Before:** Employment Judge Cheetham QC

## Representation

Claimant: in person

Respondent: no attendance

## JUDGMENT

1. The claims for breach of contract and unauthorised deduction of wages succeed.
2. The Respondent will pay the Claimant the following sums:
  - (i) unpaid notice pay in the sum of £3,616.36;
  - (ii) unpaid holiday pay in the sum of £657.52;which is a **total sum of £4,273.88.**

## REASONS

1. This was a claim for breach of contract (unpaid notice pay) and unauthorised deduction of wages (unpaid holiday pay). On 5 February 2020, the Respondent's director (Mr Taylor) notified the Tribunal that he would not be attending and asked the Tribunal to rely upon the written response.
2. The claim is straightforward. The Claimant showed me her contract, which provides for 3 months' notice. It is common ground that the Respondent has paid her 46 days out of what would be 90 days' entitlement, so she claims the balance of 44 days at £82.19 per day, which is £3,616.36.
3. The Respondent's case is that the Claimant agreed to reduce her contractual notice period to 60 days (2 months). This was set out in an email of 12 July

2019 and subsequent emails. However, the Claimant told me that the emails were part of communications between the parties via ACAS, which were aimed at settling the dispute. In other words, the Respondent was referring to an offer to settle the claim, rather than any agreed contractual variation.

4. I accepted her evidence that she had not agreed any contractual variation and it follows that she is entitled to the balance of her (full) contractual notice, as set out above. The Respondent also stated that any such judgment would cause the company to become insolvent. Whether that is correct or not, it is not a reason to deny the Claimant her contractual entitlement.
5. As to holiday pay, I was satisfied on the Claimant's evidence that she was owed 8 days of the 10 days' entitlement that she had accrued, in the sum of £657.52 (8 x £82.19). The Respondent said the holiday pay claim was unreasonable, because the Claimant had taken lots of time off when work was intermittent. However, I had no evidence of this, only the evidence from the Claimant, which I accepted.
6. It follows, therefore, that the Claimant is entitled to:
  - (iii) Unpaid notice pay in the sum of £3,616.36
  - (iv) Unpaid holiday pay in the sum of £657.52

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Employment Judge Cheetham QC

Date: 12 February 2020