



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4112044/2019

5

Held in Glasgow on 5 February 2020

Employment Judge L Wiseman

10 **Mr Christopher Allan**

**Claimant
In Person**

Clyde Coast Tourism Ltd

**Respondent
Not present and
Not represented**

15

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The tribunal decided:-

20

- (i) The complaint of unauthorised deduction from wages was well founded and the respondent shall pay to the claimant the sum of £2471.87;
- (ii) The complaint in respect of holiday pay accrued but not paid as at the termination of employment was well founded, and the respondent shall pay to the claimant the sum of £997.50;
- (iii) The complaint of breach of contract in respect of the payment of notice is well founded and the respondent shall pay to the claimant the sum of £606.38 and
- (iv) The complaint of breach of contract in respect of payment for the remainder of the fixed term contract was well founded and the respondent shall pay to the claimant the sum of £7779.45.

25

30

REASONS

E.T. Z4 (WR)

1. The claimant presented a claim to the Employment Tribunal on the 29 October 2019 asserting there had been an unlawful deduction from wages in respect of the payment of wages for August and overtime for July; that he had not been paid holiday pay in August; that he had not been paid one weeks' notice and that he should be paid for the remainder of the fixed term contract.
5
2. The respondent did not enter a response.
3. I heard evidence from the claimant and I accepted the claimant had worked a total of 169.5 hours in August, paid at an hourly rate of £10.50. The claimant was not paid for working these hours in August, and was not paid for the overtime worked in July. I was satisfied the claimant was owed wages of £2471.87.
10
4. The claimant produced a copy of his contract of employment which indicated he was employed on a fixed term contract due to expire on the 7 November 2019. The claimant was summarily dismissed mid-shift on the 19 August 2019.
15
5. The claimant was entitled to one weeks' notice of termination of contract. The respondent did not give this notice. I was satisfied the claimant was entitled to be paid the sum of £606.38 for one weeks' notice.
6. The claimant did not receive payment for holidays accrued but not taken as at the termination of his employment. I accepted the claimant's calculation that this amounted to the sum of £997.50.
20
7. The claimant's contract of employment provided for early termination of the contract by either party giving notice. I accepted the respondent did not give the claimant notice to terminate the contract. I accordingly accepted the respondent had terminated the fixed term contract early in circumstances where they were not entitled to do so.
25

8. The claimant is entitled to a payment equal to the wages he would have received up to the end of the fixed term contract. I calculated this to be £7779.45.

5	Employment Judge:	L Wiseman
	Date of Judgement:	05 February 2020
	Entered in Register,	
	Copied to Parties:	06 February 2020