



EMPLOYMENT TRIBUNALS

Claimant: Mr S Bandur

Respondent: Premier Foods Service Provider Ltd

Heard at: London South Croydon by CVP

On: 5 October 2021

Before: Employment Judge Tsamados (sitting alone)

Representation

Claimant: Did not attend and was not represented

Respondent: Ms S Hickson and Ms R Edwards

This has been a remote hearing which was not objected to by the parties. The form of remote hearing was video by Cloud Video Platform (CVP). A face to face hearing was not held because it was not practical because of the Covid-19 virus.

JUDGMENT

The judgment of the Employment Tribunal is as follows:

- 1) The correct name of the respondent is Premier Foods Service Provider Ltd.
- 2) The claimant's complaints of damages for breach of contract in respect of entitlement to notice and unauthorised deduction from wages in respect of entitlement to outstanding holiday are unfounded. His claim is dismissed.

REASONS

1. By 10.15 am, only the respondent had attended the hearing. My clerk attempted to contact the claimant by telephone to ascertain whether he was going to attend, but there was no answer. The claimant had not provided any prior warning of his intention not to attend. In the circumstances, I decided to continue the hearing in the claimant's absence.

2. Whilst the respondent company is no longer trading and no longer employs any staff, it is still an active company as indicated by the Companies House register. Ms Hickson and Ms Edwards undertook the payroll for the respondent and are authorised to act on its behalf in these proceedings. They explained that the company was still active whilst it settled payments to various creditors. I heard evidence from both Ms Hickson and Mrs Edwards as to the final payments received from the respondent.
3. The respondent was made redundant on 23 July 2020 following a period of months when he was receiving payment of “furlough pay” by virtue of the Coronavirus Job Retention Scheme.
4. Whilst he originally brought a complaint of unfair dismissal, as well as complaints in respect of outstanding holiday and notice pay, his unfair dismissal complaint was struck out because he did not have the required qualifying service of two years.
5. The respondent made a final payment of wages to the claimant at the end of July 2020. This included furlough payment for the entire month (that is wages at 80% of his full amount) and a correcting payment to make the final week’s wages (representing the claimant’s notice period of one week) up to the full amount. In addition, he was paid for 5.66 days accrued holiday pay.
6. Whilst the respondent had sent the Tribunal administration a copy of the final payslip, I did not have this in front of me. However, I asked Ms Hickson to hold a copy of it up to the camera and I took a screenshot of it. From this and the explanation provided, I was satisfied that the claimant had received his wages for July 2020 including the final week in respect of notice pay and £507.87 in respect of his accrued taken holiday entitlement.
7. The claimant did not attend and has provided no evidence in support of his entitlement to notice and holiday pay. Of course, the burden of proof in these claims is on claimant.
8. I therefore find that the complaints of damages for breach of contract in respect of notice entitlement and unauthorised deduction from wages in respect of entitlement to accrued untaken holiday are unfounded. As a result the claim is dismissed.

Employment Judge Tsamados
5 October 2021

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