



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No 4103449/18

Held in Glasgow on 2 July 2018

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Employment Judge: F Jane Garvie

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Mr G Burt

**Claimant
Represented by:-
In Person**

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The Custom House Hotel Limited

**Respondent
Represented by:
Mr J MCleary**

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The judgment of the Tribunal is that:-

1. of consent the respondent shall pay to the claimant the sum of £750 (Seven
35 Hundred and Fifty Pounds) as the agreed amount;
2. if there is any tax payable on this agreed sum then the claimant will be responsible for any such tax which is payable to HMRC and

E.T. Z4 (WR)

3. it was agreed that the said payment is to be made to the claimant by the respondent within 14 days that is by no later than 16 July 2018.

REASONS

4. In this case a Final Hearing was arranged for 6 June 2018. The claimant
5 attended but there was no appearance for or on behalf of the respondent.
5. Judge Giles Woolfson issued Orders and a Note dated 11 June 2018. This was issued under cover of letters dated 12 June 2018. Separately, Notices were issued on 7 June informing the parties that the Final Hearing would be held on 2 July 2018.
- 10 6. The claimant's position was that he did not receive the Orders and Note but he must have received the Notice for this Final Hearing since he attended, albeit he was late in arriving at the Tribunal.
7. Neither party had complied with the Orders issued by Judge Woolfson.
8. The claimant provided copies of email correspondence between him and a
15 Mr Morrison of the respondent. He explained how he had calculated the amounts he claims from the respondent by way of unpaid holiday entitlement on termination of employment. He also referred to having calculated this on the gov.uk website and showed the calculation to me from his mobile phone.
9. Mr McLeary suggested that the claimant had used some holiday entitlement
20 as he was given paid notice and was not required to work that notice. I asked how the notice pay could cancel out untaken holiday leave during the period of the claimant's employment which was from 9 October 2017 to 28 January 2018.
10. The parties agreed they would have a discussion during a short adjournment
25 while I checked the gov.uk website. They indicated that they thought they should be able to reach an agreement.

11. When the Hearing was reconvened, I provided the parties with a copy each of the gov.uk calculation of holiday entitlement. This gave the same figure of 68 hours and 44 minutes as shown on the claimant's phone. I had been informed that the claimant was paid an annual salary of £28,000 and he was paid weekly for a 40 hour working week, This was not disputed by Mr
5 McLeary.
12. The latter made it clear before the adjournment that if an agreement could be reached with the claimant then he had authority to do so on behalf of the respondent. He is not a director but provides investment advice to them.
- 10 13. As indicated, the Hearing was reconvened and I was informed that the parties had reached agreement that the respondent will pay to the claimant the sum of £750 and if there is tax payable on this amount then the claimant will discuss this direct with HMRC.
14. It was also agreed that the respondent will pay the agreed sum of £750 to the
15 claimant within 14 days that is by no later than 16 July 2018.
15. Since no evidence was heard the Tribunal has not made any findings of fact. Instead, it records the terms of the judgment which is made, of consent, between the parties.

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Employment Judge: FJ Garvie
Date of Judgment: 02 July 2018
Entered in register: 02 July 2018
25 **and copied to parties**

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