



Case No:1406605/2020

# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Johnson

**Respondent:** K & B Snook Ltd

**Heard at:** Via CVP **On:** 18<sup>th</sup> March 2022

**Before:** Employment Judge Lang

## Representation

**Claimant:** Mr Johnson, in person

**Respondent:** Mr Snook, in person

# JUDGMENT

1. The tribunal is satisfied that it was not reasonably practicable for the Claimant to have brought the claims for breach of contract and the Working Time Regulations within the prescribed period and considers that it was reasonable for him to have presented the claim by 20<sup>th</sup> December 2020.
2. The Claimant was made redundant on 31<sup>st</sup> July 2020 in accordance with section 138 Employment Rights Act 1996. The Respondent shall pay the Claimant sum of **£5,330.75** for the statutory redundancy payment owed.

3. The Respondent breached the Claimant's contract by dismissing without notice and shall therefore pay the Claimant the sum of **£2,746.10 net** for breach of contract through failure to pay notice pay.
  
4. The Respondent is ordered to pay the Claimant the sum of **£545.29** which is the net sum owed to him pursuant to the Working Time Regulations 1998 for accrued but unpaid holiday pay.

**Employment Judge Lang**

Date 18 March 2022

Judgment sent to parties: 11 April 2022

FOR THE TRIBUNAL OFFICE

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.