



# EMPLOYMENT TRIBUNALS

**Claimants:** Miss Joanne Cooper  
Miss Timea Gondosch

**Respondent:** Gurleen Enterprise Ltd

**UPON APPLICATION** made by letter dated 23 August 2021 to reconsider the judgment dated 3 May 2021 under rule 71 of the Employment Tribunal Rules of Procedure 2013, and without a hearing

## JUDGMENT

1. The reconsideration application is granted and the orders as to payment made on 3 May 2021 and sent to parties on 11 August 2021 are set aside.

## REASONS

2. The case was listed for a final hearing on 20 April 2021. Both parties appeared in person via CVP (video link).
3. The Claimants' claims in respect of pay arrears, notice pay and holiday pay were found to be well founded. The judgment was dated 3 May 2021, but was not sent to the parties until 11 August 2021.
4. The Respondent sent a letter to the Tribunal dated 23 August 2021 stating that he wanted to appeal the calculations and attached a breakdown from his accountants. It is accepted that this request was, essentially, an application to reconsider. The application is also in time.
5. Subsequently each party has been asked for representations.

### **Respondent's submissions and documents**

6. I have been given two letters from the Respondent (dated 23 August 2021 and 19 April 2022), a letter from BBK Partnership dated 24 August 2021, March payslips for both Claimants, extracts from government websites relating to the calculation of holiday pay for each Claimant, a bank statement and a starter checklist for Ms Gondosch.

7. The documents listed above were not provided at the original hearing. I note that the hearing was listed for one hour, but lasted for four hours as each witness gave evidence. Documents were provided via email during the course of the morning as set out in the original judgment. The Claimants had each provided documents, including witness statements, in advance of the hearing.
8. I have not received any representations from either Claimant, but I am satisfied, in light of the various delays, that such representations are not necessary and the case can now be reconsidered on the papers. There is no need for any further hearing.
9. Neither Claimant had a contract. There was evidence that Ms Gondosch had requested a contract on a number of occasions, including in a text message which was provided, in which she said she had worked from January to July 2020. The Respondent advised her that she had left work on 22 March 2020 and then told her to “stop bothering” him. There was a voice recording which I listened to in which the Respondent confirmed she had no contract.
10. I therefore do not accept the Respondent’s submissions that each Claimant was on a zero hours contract. The Respondent at the original hearing confirmed the Claimants had regular hours and regular monthly pay.
11. I have now been provided with a bank statement which shows that each Claimant was paid for March 2020. I therefore remove the March payments from the calculations. I had awarded a furlough rate, although it appears that the furlough scheme was not in fact used by the Respondent. I therefore have adjusted the calculations for each month.
12. I have read all the new documents sent into the Tribunal, and I have reconsidered the documents previously provided, and the evidence given at the hearing.
13. My findings as to the facts remain the same, save for the fact that the Respondent did in fact pay the Claimants in March 2020. The bank statement had not been provided at the original hearing.
14. I have reconsidered the sums, and I have adjusted the awards previously made.

### **Pay arrears**

15. Ms Cooper was paid £452 per month. The furlough rate was incorrectly applied. The March payment however was made. Therefore, I find that she is owed a total payment of £1,114.
16. In respect of Ms Gondosch I find that she is owed a total payment of £1,849. This is on the same basis as above, namely that the furlough payments were not applicable and that she had been paid for March.

## Holiday pay

17. I have revisited the holiday pay calculations and accept that there was an error in the original judgment.
18. I accept that Ms Cooper was owed a sum in the region of £266.76, and as that figure is accepted by the Respondent, I award Ms Cooper that sum for untaken holiday leave which had accrued.
19. However, in respect of Ms Gondosch, I do not accept the calculations made by the Respondent's accountant. I found as a fact that Ms Gondosch had started employment on 12 December 2019.
20. I therefore amend my award in respect of Ms Gondosch to £452, rather than the figure of £403.28 put forward by the Respondent.
21. Each Claimant remains entitled to the payments ordered in respect of notice and lack of written particulars of employment.

## Conclusions

22. I order the Respondent to pay Joanne Cooper £1,832.76.
23. I order the Respondent to pay Timea Gondosch £3,051.

---

Employment Judge Beckett  
Date: 19 July 2022

Sent to the parties on  
Date: 31 August 2022

### **Public access to Employment Tribunal decisions**

All judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the Claimant(s) and Respondent(s) in a case.