



EMPLOYMENT TRIBUNALS

Claimant: Mr K Ramezany

Respondent: David Wood Baking Limited

CERTIFICATE OF CORRECTION

Employment Tribunals Rules of Procedure 2013

The judgment sent to the parties on 6 September 2022 is amended under rule 69 of the Employment Tribunal Rules of Procedure 2013.

The amendments to the judgment are as follows:

- In paragraph 1, “18 September 2022 and 5 November 2022” has been changed to “18 September 2021 and 5 November 2021”.
- A like amendment has been made in paragraph 3.
- In paragraph 5, “November 2022” now reads “November 2021”.

A copy of the amended document is attached to this certificate.

Employment Judge Horne
14 October 2022

SENT TO THE PARTIES ON
31 October 2022

FOR THE TRIBUNAL OFFICE

Important note to parties:

Any dates for the filing of appeals or reviews are not changed by this certificate of correction and corrected judgment. These time limits still run from the date of the original judgment, or original judgment with reasons, when appealing.

The time for requesting written reasons has now expired. The claimant has requested reconsideration of the judgment. That request will be considered separately.

Case No: 2400059/2022
2402546/2022



EMPLOYMENT TRIBUNALS

Claimant: Mr K Ramezany
Respondent: David Wood Baking Limited

Heard at: Liverpool **On:** 2 September 2022

Before: Employment Judge Horne

REPRESENTATION:

Claimant: In person
Respondent: Mr Wiltshire, counsel

Interpreter: Mr K Solhjoo (Farsi)

JUDGMENT

1. The claimant's relations with the respondent were not governed by a contract of employment between 18 September 2021 and 5 November 2021.
2. The respondent did not make any deduction from the claimant's holiday pay.
3. The claimant had no right to be paid holiday pay in respect of the period 18 September 2021 to 5 November 2021. He did not take annual leave during that period and he was not a worker for the respondent during that period.
4. Claim 2400059/2022 therefore fails and is dismissed.
5. The claimant's last period of employment with the respondent began on 5 November 2021 and ended on 4 February 2022.
6. The claimant does not have the protection of section 94 of the Employment Rights Act 1996 against unfair dismissal. He was not continuously employed for two years ending with the effective date of termination.

7. The claimant did not repudiate his contract of employment and the respondent consequently was required by the contract to give notice of termination.
8. By terminating the claimant's employment without notice, the respondent breached the claimant's contract of employment.
9. The tribunal makes no award of damages in respect of the breach. This is because the respondent paid the claimant in full for his contractual notice period, which would have expired on 11 February 2022.
10. Claim 2402546/2022 therefore fails and is dismissed.

Employment Judge Horne
Originally signed: 2 September 2022
Corrected version signed: 14 October 2022

ORIGINAL VERSION SENT TO THE PARTIES ON
6 September 2022

FOR THE TRIBUNAL OFFICE

Note – Reasons for this judgment were given orally at the hearing. Written reasons will not be provided unless a party makes a request in writing within 14 days of the date when this judgment is sent to the parties. If written reasons are provided, they will be published on the tribunal's online register which is visible to internet searches.