



EMPLOYMENT TRIBUNALS

Claimant: Mr L Herron

Respondent: Aspins Bakery Limited

HELD AT: Newcastle, by video

ON: 8 December 2022

BEFORE: Employment Judge Aspden

REPRESENTATION:

Claimant: In person

Respondent: No attendance

JUDGMENT

The judgment of the Tribunal is:

1. The claimant's complaint that the respondent breached his contract of employment by terminating it without notice is well founded.
2. The claimant's complaint that the respondent made deductions from his wages in contravention of section 13 of the Employment Rights Act 1996 by failing to pay the full amount of salary due to him for the months of January to April 2022 is well founded.
3. The claimant's complaint that the respondent failed to pay to him an amount due to him under his contract of employment in respect of accrued but untaken holiday is well founded to the extent that it relates to holidays that accrued between 1 January 2022 and the termination of the claimant's employment in April 2022.
4. The claimant's complaint that the respondent failed to pay to him an amount due to him under his contract of employment in respect of accrued but

untaken holiday is not well founded to the extent that it relates to holidays that accrued before 1 January 2022.

5. The respondent must pay to the claimant the following amounts:-
- a. £5,208, as damages for breach of contract in respect of the failure to give notice of termination
 - b. £13,250, being the amount deducted from the claimant's wages in contravention of section 13 of the Employment Rights Act 1996
 - c. £1,601.94, being the amount due to the claimant under his contract of employment in respect of accrued untaken holiday.

Employment Judge Aspden

Date 29 December 2022

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.