



EMPLOYMENT TRIBUNALS

Claimant: Ms. Suzanne Wareing

Respondent: SteamCardiff Limited

Heard at: Wales ET **On:** 11th April 2023

Before: Employment Judge J Bromige

Representation

Claimant: In Person

Respondent: Mr Hanley (Director)

RULE 21 JUDGMENT

MADE PURSUANT TO RULE 21 OF THE EMPLOYMENT TRIBUNALS RULES OF PROCEDURE 2013

1. The Claimant's claims for automatic unfair dismissal under ss.101A, 104 and 104D are not well-founded and are dismissed.
2. The Claimant presented her claims for harassment on the grounds of age and direct age discrimination out of time, and so the Tribunal does not have jurisdiction to hear those claims.
3. The Respondent failed to pay the Claimant her accrued but untaken holiday pay pursuant to Regulation 14 of the Working Time Regulations 1998. The Claimant was employed between 15th October 2021 – 17th May 2022 and had accrued 14.5 days of holiday which were untaken. The Claimant's daily rate (net) was £92.53. The Claimant is therefore owed **£1,341.80 (net)**.
4. The Respondent further failed to pay the Claimant for her period of notice, in breach of her contract, namely 1 week's pay. This totals **£576.92 (gross)**.
5. The Respondent further failed to provide the Claimant with written particulars of employment as required by s.1 ERA 1996. As per s.35 EA 2002 and Schedule 5 of the same Act, the Employment Tribunal makes an award of two weeks' pay for the same. Such pay is limited by s.227 ERA 1996 to £571.00 per week, and therefore the Claimant is awarded **£1142.00**.
6. The Tribunal makes a declaration that the Respondent failed to provide the

Claimant with a pay statement as required by s.8 ERA 1996. The Tribunal makes no order under s.12(4) ERA 1996 for the Respondent to pay the Claimant any sum for this failure.

7. The total amount of the award is £3,060.72. The recoupment provisions do not apply. The sums for holiday pay are awarded net of tax and breach of contract is awarded gross of tax. The Claimant is responsible for any income tax or employee national insurance contributions which may become due.

I can confirm that this is my judgment in the case numbered above and I have signed the judgment by electronic signature

Employment Judge **J Bromige**

Date: **11th April 2023**

JUDGMENT SENT TO THE PARTIES ON 12 April 2023

FOR THE TRIBUNAL OFFICE Mr N Roche

Notes

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.

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