



EMPLOYMENT TRIBUNALS

JUDGMENT

BETWEEN

CLAIMANT

MR M ZANDI-ZAND

V

RESPONDENT

THE EASY DINING GROUP LTD
t/a TERRY'S PIZZA

HELD AT: LONDON SOUTH
(BY VIDEO)

ON: 6 APRIL 2023

EMPLOYMENT JUDGE: MR M EMERY

REPRESENTATION:

For the claimant: In person

For the respondent: No attendance

JUDGMENT

1. The claim of breach of contract – a failure to pay wages, holiday pay and notice pay - succeeds.
2. The claimant is awarded the sum of **£2,064.00**.

Reasons

3. The respondent did not attend the hearing. I noted that the claim had been sent to the respondent's registered office and that there had been a 6-week conciliation period prior to this. I was satisfied by this, and by the facts as

found below, that the respondent was aware of this claim and had chosen not to settle via ACAS and had decided not to participate in this claim.

4. The claimant took an oath and gave evidence, and I found the following facts from his evidence.
5. The claimant started work for the respondent as a pizza Chef at its Richmond restaurant, Jerry's Pizza, on 28 August 2022. Prior to this he had trials in which he demonstrated his dough making and pizza making skills. He says, and I accepted, he agreed a pay rate of £40,000 a year, which he equated and agreed at £18.00 an hour with the restaurant manager, who he knew as Daniel.
6. The claimant did not receive a contract until approximately 5 September 2022. This stated a payrate of £15.00 an hour. He protested, and there followed negotiations. After he started work, the claimant was told that other pizza chefs had not been paid and been sacked. Based on this advice the claimant asked to be paid every two weeks.
7. The claimant was dismissed without notice on 14 September. The reason, Daniel had recruited two chefs who were prepared to accept lower wages. He was told to leave that day.
8. The claimant had not been paid for his hours worked by his dismissal. He was told by Daniel he would be paid by 28 September. On that date he had not been paid, and he texted Daniel saying he had not been paid as promised. He received a text back saying he must send an email to the office address which was provided. The same day he emailed the office.
9. Eventually, the claimant says he was paid £700. He calculates he has worked 91 hours, based on shift lengths between 5 and 11 hours, at £18 per hour, the sum of £1,638. Less the sum paid, a gross wage claim of £938.
10. He claims two days accrued but untaken holiday; an average 8 hours a day = £288. He claims one week's pay in lieu of notice, 8 hours x 5 days x £18ph = £720. These sums are paid net of tax. I estimated the net award at £700

Conclusions

11. I accepted that the claimant agreed a payrate of £18,00 per hour, and that this had not been varied by the date he left his employment. I accepted that his contract entitled him to a week's notice. I accepted he had accrued approximately 2 days holiday. I also accepted that he had only been paid £700, that it is not clear whether tax or national insurance has been paid on this sum.

REMEDY AWARD

12. The total award is

Compensation for wages earned but not paid:	£938.00
Holiday pay and one week's pay in lieu of notice:	£700.00
	£1,638.00

EMPLOYMENT JUDGE EMERY

Dated: 6 April 2023

Notes

Public access to employment tribunal decisions

Judgments are published online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.