



EMPLOYMENT TRIBUNALS

Claimant: Mr L Bullock

Respondent: Greedy Soul Catering Ltd

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The claim under section 23 Employment Rights Act 1996 for unlawful deduction of wages is well-founded and succeeds. The Respondent is ordered to pay the claimant the gross sum of £2083.34.
2. The claim for breach of contract (failure to give notice) is well-founded and succeeds. The Respondent is ordered to pay damages to the claimant in the net sum of £4.28.
3. The claim pursuant to regulations 14 and 30 of the Working Time Regulations 1998 for outstanding holiday pay on termination of employment is well-founded and succeeds. The Respondent is ordered to pay the claimant the gross sum of £743.15.

REASONS

1. On 12 April 2023, the claimant presented a claim form to the Tribunal in which he brought a complaint for notice pay (failure to give notice), failure to pay accrued but untaken holiday and unpaid wages.
2. On 4 May 2023, notice of the claim and the claim form were sent by the Tribunal to the respondent's registered office address at Strawberry Fields Farm. The date for service of the Response was 1 June 2023. However, no Response was served by that date. No application has since been made by the respondent for an extension of time in which to lodge a Response. On 12 June 2023, the Tribunal informed the respondent that a judgment may now be issued under Rule 21 of the Employment Tribunal Rules of Procedure 2013 ("the Rules") as the respondent had not entered a response. Although Mr A Platts (director and shareholder of the respondent) had informed the claimant's representative by email that he had received no documents from the Tribunal, he has not contacted the Tribunal office directly and there is evidence in the

bundle that the claimant's representative sent the claim forms and other documents relating to the claim to the respondent's registered office address by signed-for post on 2 June 2023 and to the respondent's email address on 6 June 2023. On 12 June 2023, the Tribunal wrote to the claimant asking him to provide further information about the gross and net figures being claimed. On 13 June 2023, the claimant sent the further information as directed.

3. Under Rule 21 of the Rules, where on the expiry of the time limit in rule 16 no response has been presented, an Employment Judge shall decide whether on the available material (which may include further information which the parties are required by a Judge to provide), a determination can properly be made of the claim or part of it. If a determination can be made, the Judge shall issue a judgment, otherwise a hearing must be fixed before a Judge alone.
4. The claimant was employed by the respondent from around June 2021 until 3 March 2023 when his employment was terminated with immediate effect by the respondent. The claimant seeks the following payments (less the net payment of £400 paid to him on or around 2 March 2023):
 - a. unpaid salary in the gross sum of £2083.34 (being one month's gross unpaid salary in respect of February 2023);
 - b. one week's net pay in the sum of £384.61 in respect of failure to give notice; and
 - c. accrued but untaken holiday entitlement on termination of his employment in the gross sum of £599.32 (being 8.75 days' accrued but untaken holiday payment).
5. The claimant's gross salary at the termination of his employment was £25,000 per annum. He has calculated his gross salary for February 2023 as 1/12th of this annual figure; that is, £2083.34. He claims this sum in respect of unpaid salary for February 2023.
6. He seeks payment in respect of the failure to give one week's notice. I have not seen the claimant's contract of employment but this is the minimum statutory notice period in any event. He has calculated this figure as £384.61. However, using the monthly net figure of £1751.90 in his February 2023 payslip, the correct figure for net weekly pay would be £404.28 (being $(1751.90 \times 12)/52$).
7. He calculates his accrued but untaken holiday as 8.75 days (being 25.85 days' accrued holiday, less 15 days' holiday which he had taken). I calculate the accrued but untaken holiday to be 10.85 days (25.85 days less 15 days). The correct figure is therefore 10.85 days $\times (1/365 \times £25,000)$, ie £743.15.
8. In the absence of any validly presented response from the Respondent, I was satisfied that I had sufficient information to enable me to conclude that the claimant was entitled to be paid on the termination of his employment: unpaid gross salary of £2083.34, accrued but untaken holiday pay in the gross sum of £743.15 and notice pay in the net

sum of £4.28 (being £404.28 less the net payment of £400 paid to him on or around 2 March 2023). Therefore, it was appropriate for me to issue a judgment to that effect.

L Robertson

Employment Judge L Robertson

Date: 7 July 2023