



EMPLOYMENT TRIBUNALS

Claimant: Miss M R 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 £322.
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 sum of £127.75.
3. The claim under regulations 14 and 30 Working time Regulations 1998 for payment of outstanding holiday pay on termination of employment is well-founded and succeeds. The Respondent is ordered to pay the claimant the gross sum of £660.80.

REASONS

1. On 12 April 2023, the claimant presented a claim form to the Tribunal in which she 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 her 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 1 February 2022 until 3 March 2023 when her employment was terminated with immediate effect by the respondent. The claimant seeks the following payments:
 - a. unpaid wages in the gross sum of £322 (being 46 hours worked by the claimant in February 2023 at £7 per hour);
 - b. one week's net pay in the sum of £127.75 in respect of failure to give notice (being one week's pay, using average hours of 18.25 hours per week at £7 per hour);
 - c. accrued but untaken holiday entitlement on termination of her employment in the gross sum of £660.80 (being 94.4 hours of accrued holiday, using average hours of 18.25 hours per week at £7 per hour).
5. The claimant worked on a zero hours contract and was paid £7 per hour.
6. She has worked out that she worked 46 hours in February 2023 which remain unpaid. She calculates her unpaid wages to be £322, being 46 hours paid at £7 per hour.
7. She was entitled to one week's notice of the termination of her employment pursuant to her contract of employment. She has calculated her average worked hours over the six months prior to the termination of her employment as being 18.25 hours per week. She has used this figure to calculate the sum that she is claiming in respect of one week's notice to be £127.75 (18.25 hours per week paid at £7 per hour).
8. She calculates her accrued but untaken holiday up to the termination of her employment using a government calculator to be 94.4 hours. Her evidence is that she took no holiday during the holiday year and is therefore entitled to payment in respect of 94.4 hours' holiday; which she calculates as £660.80 (being 94.4 hours paid at £7 per hour).
9. 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 her employment: unpaid gross wages of £322, accrued

but untaken holiday pay in the gross sum of £660.80 and notice pay in the net sum of £127.75. Therefore, it was appropriate for me to issue a judgment to that effect.

L Robertson

Employment Judge L Robertson

Date: 7 July 2023