



THE EMPLOYMENT TRIBUNALS

BETWEEN

Claimant: Mr D Rochester

Respondent: Stagshaw Ltd

Heard at: Newcastle Hearing Centre (by CVP)

On: 2 August 2023

Before: Employment Judge Morris (sitting alone)

Representation:

Claimant: In person

Respondent: Not participating, no response having been presented
Mrs A Kaur Singh, consultant, in attendance

JUDGMENT

The Judgment of the Employment Tribunal is as follows:

1. The claimant's complaint that the respondent was in breach of his contract of employment by only giving to him one week's notice of the termination of that contract rather than the four weeks' notice to which he was entitled in accordance with that contract, is well-founded.
2. In respect of that breach of contract the respondent is ordered to pay to the claimant compensation of £1,369.91; that sum having initially been calculated at £1,350.39 but then decreased by £254.46 that the respondent paid to the claimant, producing a subtotal £1,095.93, which has then been increased by 25% pursuant to section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992.
3. The claimant's complaint under section 23 of the Employment Rights Act 1996 that the respondent made an unauthorised deduction from his wages contrary to section 13 of that Act in that it did not pay him the full amount of the "loyalty bonus" to which he was entitled in accordance with his contract of employment is well-founded.

4. In respect of the above unauthorised deduction the respondent is ordered to pay to the claimant £437.50; that sum being the amount of the unauthorised deduction of £350, which has then been increased by 25% pursuant to section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992.
5. The claimant's complaint that, contrary to Regulation 14 of the Working Time Regulations 1998, the respondent had not paid him compensation in respect of his entitlement to paid holiday that had accrued but not been taken by him at the termination of his employment is well-founded.
6. In that respect, the respondent is ordered to pay to the claimant £1,442.33; that sum having initially been calculated at £1,153.86, which has then been increased by 25% pursuant to section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992.
7. In summary, the total amount that the respondent be ordered to pay to the claimant is £3,249.74.
8. The award referred to at paragraph 2 above has been calculated by reference to the claimant's net pay and any liability for income tax or national insurance contributions shall be the liability of the respondent alone. The awards referred to at paragraphs 4 and 6 above have been calculated by reference to the claimant's gross pay and any liability for income tax or employee's national insurance contributions shall be the liability of the claimant alone.

EMPLOYMENT JUDGE MORRIS

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON 3 August 2023**

Notes

Video hearing

This was a remote hearing, which had not been objected to by the parties. It was conducted by way of the Cloud Video Platform as it was not practicable to convene a face-to-face hearing, no one had requested such a hearing and all the issues could be dealt with by video conference.

Reasons

Reasons for the above Judgment having been given orally at the hearing, and no request having been made at the hearing, written reasons will not be provided unless a written request is presented within 14 days of the sending of this written record of the Judgment.

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