



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No: 4105510/2022 (V)

Held at Aberdeen on 15 December 2022

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Employment Judge N M Hosie

Miss L Muir

**Claimant
In Person**

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20 **Handmade Burger Company Ltd**

**Respondent
Represented by
Mr Prince, Consultant**

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

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The Judgment of the Tribunal is that:-

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1. the claim under s.23 of the Employment Rights Act is well-founded and the respondent shall pay to the claimant the sum of Forty-Two Pounds (£42) as unlawful deductions from wages;
2. the respondent shall pay to the claimant the sum of Eighty-Three Pounds and Three Pence (£83.03) as damages for breach of contract (failure to give notice of termination of employment); and

E.T. Z4 (WR)

3. the respondent shall pay to the claimant the sum of Fifty-Nine Pounds and Three Pence (£59.03) as a payment in lieu of annual leave.

REASONS

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Introduction

1. The claimant brought various claims following her summary dismissal from her employment at “Handmade Burger”, in Union Square, Aberdeen on 26
10 July 2022. She had brought her claims against “Aspirational Brands Ltd” (“Aspirational”) as this was the first name on her contract of employment. However, helpfully, Mr Prince appeared on behalf of Aspirational and also the Handmade Burger Co. Ltd and explained that the claimant was employed by the Handmade Burger Co. Ltd which continues to trade, and that Aspirational
15 was no longer trading.

2. He confirmed that he was agreeable to the name of the respondent being changed and the claimant was also agreeable. As the claimant’s contract of employment also made reference to “Handmade Burger Co. Ltd”, which has
20 the same address as Aspirational, I decided, in all the circumstances, to change the name of the respondent.

The evidence

25 3. I heard evidence from Ms Turnbull which I was satisfied was accurate. She presented as credible and reliable and her evidence was consistent with the documents which she had produced (“P”).

The facts

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4. Having heard the claimant’s evidence and considered the documentary productions, I was able to make the following relevant findings in fact. The

claimant was employed by the respondent Company from 10 June 2022 to 26 July 2022 when she was dismissed, summarily. On 5 July 2022, the respondent gave the claimant a letter with details of the payments which were due to her in respect of notice pay and accrued holiday pay (P.2).

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The claims

5. Helpfully, Mr Prince, on behalf of the respondent, confirmed that the sums claimed by the claimant were not disputed.

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Unpaid wages

6. The claimant worked a 4 hour shift on Monday 26 July 2022. Her hourly rate of pay was £10.50. She was not paid her wages of £42 for that work.

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7. Accordingly, there was an unlawful deduction from the claimant's wages of **£42** and this sum requires to be paid to her.

Notice

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8. The respondent advised in its letter of 5 July 2022 to the claimant, which is referred to above (P.2), that she was due "notice pay" of **£83.03**. The claimant accepted that this was due, but it was never paid to her.

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Holiday pay

The claimant was also advised in the letter of 5 July 2022 that she was due “accrued holiday pay” of **£59.03**. The claimant accepted that this was due, but it was never
5 paid to her.

Employment Judge: N M Hosie

10 **Date of Judgement: 20 December 2022**

Date sent to Parties: 20 December 2022