



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

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**Case No: 4105509/2022 (V)**

**Held at Aberdeen on 15 December 2022**

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**Employment Judge N M Hosie**

**Miss J Logan**

**Claimant  
In Person**

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**Handmade Burger Company Ltd**

**Respondent  
Represented by  
Mr A 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 respondent shall pay to the claimant the sum of Ninety-Two Pounds and Eighty-One Pence (£92.81), as damages for breach of contract (failure to give notice of termination of employment); and
2. the respondent shall pay to the claimant the sum of One Hundred and Fifty-Five Pounds and Thirty-Six Pence (£155.36), as a payment in lieu of accrued holiday pay.

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**E.T. Z4 (WR)**

## REASONS

### Introduction

5 1. The claimant brought various claims following her summary dismissal from her employment at “Handmade Burger”, in Union Square, Aberdeen on 26 July 2022. She had brought her claim 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  
10 Handmade Burger Co. Ltd and explained that the claimant was employed by the Handmade Burger Co. Ltd which continues to trade, and that Aspirational was no longer trading.

15 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 the same address as Aspirational, I decided, in all the circumstances, to change the name of the respondent.

### 20 The evidence

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”).

### 25 The facts

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 as “front of house staff” by the respondent Company  
30 from 20 March 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).

**The claims**

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

**Notice**

- 10 6. The respondent advised the claimant in its letter of 5 July 2022. which is referred to above (P.2), that she was due “notice pay” of **£92.81**. The claimant accepted this sum was due, but it was never paid to her.

**Holiday pay**

- 15 The claimant was also advised in the letter of 5 July 2022 that she was due “accrued holiday pay” of **£155.36**. The claimant accepted this sum was due, but it was never paid to her.

- 20 **Employment Judge: N M Hosie**  
**Date of Judgement: 20 December 2022**  
**Date sent to Parties: 20 December 2022**