



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No: 4105451/2022 (V)

Held at Aberdeen on 15 December 2022

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Employment Judge N M Hosie

Mr R Fraser

**Claimant
In Person**

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20 **Handmade Burger Company Limited**

**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 claim under s.23 of the Employment Rights Act is well-founded and the respondent shall pay to the claimant the sum of One Hundred and Twenty Pounds (£120), as unlawful deductions from wages;
2. the respondent shall pay to the claimant the sum of One Thousand, Two Hundred and Seventy-Three Pounds and Thirteen Pence (£1,273.13), as

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damages for breach of contract (failure to give notice of termination of employment); and

3. the respondent shall pay to the claimant the sum of Five Hundred and Forty-Eight Pounds and Forty-Two Pence (£548.42), as a payment in lieu of accrued holiday pay.

REASONS

10 Introduction

1. The claimant brought various claims following his summary dismissal from his employment at “Handmade Burger” in Union Square, Aberdeen on 26 July 2022. He had brought his claim against “Aspirational Brands Ltd” (“Aspirational”), as this was the first name on his 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 was no longer trading.

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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.

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The evidence

1. I heard evidence from Mr Fraser which I was satisfied was accurate. He presented as credible and reliable and his evidence was consistent with the documents which he had produced (“P”).

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The facts

2. 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 a Chef by the respondent Company from 10 October 2021 to 26 July 2022 when he was dismissed, summarily. The respondent gave the claimant a letter dated 5 July 2022 with details of the payments which were due to him in respect of notice pay and accrued holiday pay (P.2).

The claims

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

Unpaid wages

4. Deductions totalling £120 for "pension" were made from his wages. However, these deductions were never paid by his employer to the pension provider.

5. Accordingly, there was an unlawful deduction from the claimant's wages of **£120** and this sum requires to be paid to him.

Notice

6. The respondent advised the claimant in its letter of 5 July 2022, which is referred to above (P.2), that he was due "notice pay" of **£1,273.13**. The claimant accepted that he was due this sum, but it was never paid to him.

Holiday pay

7. The claimant was also advised in the letter of 5 July 2022 that he was due
“accrued holiday pay” of **£548.42**. The claimant accepted that he was due
5 this sum, but it was never paid to him.

Employment Judge: N M Hosie

Date of Judgement: 20 December 2022

Date sent to Parties: 20 December 2022