



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No: 4105401/2022 (V)

Held at Aberdeen on 15 December 2022

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Employment Judge N M Hosie

Miss C Turnbull

**Claimant
In Person**

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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 Two Hundred and Eighty-Eight Pounds and Sixty-One Pence (£288.61) as unlawful deductions from wages;

2. the respondent shall pay to the claimant the sum of Three Hundred and Twenty Pounds and Sixty-Five Pence (£320.65) as damages for breach of contract (failure to give notice of termination of employment); and

5 3. the respondent shall pay to the claimant the sum of Four Hundred and Seventy-Eight Pounds and Thirty-Two Pence (£478.32) as a payment in lieu of accrued holiday pay.

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
15 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 Handmade Burger Co. Ltd and explained that the claimant was employed by the Handmade Burger Co. Ltd which continued to trade and that Aspirational
20 was no longer trading.

2. He confirmed 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 had
25 the same address as Aspirational, I decided, in all the circumstances, to change the name of the respondent.

The evidence

30 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

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 1 April 2022 to 26 July 2022 when she was dismissed summarily. The respondent gave the claimant a letter dated 5 July 2022 with details of the payments which were due to her in respect of notice pay and accrued holiday pay (P.2).

The claims

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

Unpaid wages

6. The claimant worked a 9 hour shift on Monday 26 July 2022. Her hourly rate of pay was £10.50. She was not paid her wages of £94.50 for that work.

7. Deductions for "pension" were made from her wages for the months of May (£27.61), June (£62.15) and July (£104.35). These deductions amounted to £194.11, but they were never paid by her employer to the pension provider.

8. Accordingly, there was a total unlawful deduction from the claimant's wages of **£288.61** and this sum requires to be paid to her.

Notice

9. 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 **£320.65**. The claimant accepted that she was due this sum, but it was never paid to her.

Holiday pay

10. The claimant was also advised in the letter of 5 July 2022 that she was due
“accrued holiday pay” of **£478.32**. The claimant accepted that she was due
5 this sum, but it was never paid to her.

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