



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr G Wilkinson

**Respondent:** Windsor Financial Solutions Limited

**Heard at:** Newcastle CFCTC by CVP      **On:** 22 November 2023

**Before:** Employment Judge Arullendran

***Representation:***

**Claimant:** Mr Richard O’Keeffe (counsel)

**Respondent:** Miss Kerry Holliday (business manager)

## JUDGMENT

The Judgment of the Employment Tribunal is as follows:

1. The complaint of breach of contract in relation to notice pay is well-founded.
2. The respondent shall pay the claimant £769.25. The figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay.
3. The complaint in respect of holiday pay is well-founded. The respondent failed to pay the claimant in accordance with regulations 14(2) and 16(1) of the Working Time Regulations 1998.
4. The respondent shall pay the claimant holiday pay in the sum of £1538.50. The claimant is responsible for paying any tax or national insurance.
5. The respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the awards for breach of contract and holiday pay by 25% in accordance with section 207A of the Trade Union & Labour Relations (Consolidation) Act 1992. The respondent must pay to the claimant and uplift on the breach of contract claim in the sum of £192.31. The respondent must pay to the claimant and uplift to the award for holiday pay in the sum of £384.63. The total uplift is in the sum of £576.94.

6. When proceedings were begun, the respondent was in breach of its duty to provide the claimant with a written statement of employment particulars. There are no exceptional circumstances that make an award of an amount equal to 2 weeks gross pay unjust or inequitable. It is just and equitable to make an award of an amount equal to 4 weeks gross pay. In accordance with section 38 of the Employment Act 2002 the respondent shall therefore pay the claimant £2572.
7. Total award = £5456.69

**Employment Judge Arullendran**

Date: 22 November 2023

Note: This has been a remote hearing which has not objected to by the parties. The form of remote hearing was video. A face to face hearing was not held because it was not practicable, no-one requested the same and all the issues could be determined in a remote hearing.

Note: Reasons for the judgment having been given orally at the hearing and no request for written reasons having been made at the hearing, written reasons will not be provided unless a written request is presented by either party within 14 days of the sending of this written record of the decision.

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**Recording and Transcription**

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>