



EMPLOYMENT TRIBUNALS

Claimant: Mr D Vogiazinos

Respondent: Sola Fine Dining Limited

Heard at: by CVP from the Central London Tribunal **On:** 15 July 2024

Before: Employment Judge Woodhead (sitting alone)

Appearances

For the Claimant: Mrs Kesidou with the Claimant

For the Respondent: not in attendance and no ET3 submitted

REMEDY JUDGMENT

1. Wages

1.1 It having been found on 25 June 2024 that the complaint of unauthorised deductions from wages is well-founded and that the Respondent made an unauthorised deduction from the Claimant's wages in respect of the periods 15 September 2023 – 15 October 2023 and 16 October 2023 to 22 October 2023, the Respondent shall pay the Claimant **£4,498**, which is the gross sum deducted. The Claimant is responsible for the payment of any tax or National Insurance.

2. Holiday Pay

2.1 It having been found on 25 June 2024 that the complaint in respect of holiday pay is well-founded and that the Respondent made an unauthorised deduction from the Claimant's wages by failing to pay the Claimant for holidays accrued but not taken on the date the Claimant's employment ended, the Respondent shall pay the claimant **£2,160** in respect of 13 days accrued but untaken holiday. This is the gross sum due. The Claimant is responsible for paying any tax or National Insurance.

3. Unfair Dismissal

3.1 It having been found on 25 June 2024 that the complaint of unfair

dismissal is well-founded and that the Claimant was unfairly dismissed, the respondent shall pay the claimant a basic award of **£1,929.00**.

3.2 The Claimant accepts that he does not have an entitlement to a compensatory award because of his earnings subsequent to his unfair dismissal.

3.3 Note that these are actual the sums payable to the claimant after any deductions or uplifts have been applied.

4. Notice Pay

4.1 On 25 June 2024 the Judgment of the Tribunal was that the complaint of breach of contract in relation to notice pay was well-founded and that the Respondent should pay the claimant £3,600 (the gross amount) as damages for breach of contract. This did not take into account the failure by the Respondent to follow the ACAS code and the uplift which I consider is just and equitable of 25%. Accordingly the total that the Respondent should pay the Claimant is **£4,500** (the gross amount) as damages for breach of contract (in respect of notice pay). This 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.

5. Failure to provide a written statement of employment particulars

5.1 When the 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 two weeks' gross pay unjust or inequitable. It is just and equitable to make an award of an amount equal to four weeks' gross pay. In accordance with section 38 Employment Act 2002 the Respondent shall therefore pay the claimant **£2,572.00**.

Employment Judge Woodhead

Date 15 July 2024

Sent to the parties on:

17 July 2024

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For the Tribunals Office

Notes