



EMPLOYMENT TRIBUNALS

Claimant: Mr M Mariga

Respondent: AZ Farms (Riccall) Ltd

Heard at: Hull (by video)

On: 25 June 2025

Before: Employment Judge Miller

Representation

Claimant: In person

Respondent: No attendance

JUDGMENT

1. The name of the respondent is amended to AZ Farms (Riccall) Limited
2. The complaint of breach of contract (notice pay) was not presented within the applicable time limit, but it was not reasonably practicable to do so. The complaint was presented within a further reasonable period. The complaint of breach of contract (notice pay) will therefore proceed.
3. The complaint of breach of contract in relation to notice pay is well-founded.
4. The respondent shall pay the claimant **£2307.68** as damages for breach of contract. 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. In the judgment announced at the hearing, the net figure was awarded. I have reconsidered my decision of my own volition and award the gross amount to account for the likelihood that the claimant is likely to be required to pay tax on the compensation.

6. Under section 163 Employment Rights Act 1996 it is determined that the claimant is entitled to a redundancy payment of **£1153.84**.

Approved by

Employment Judge **Miller**

Date: 25 June 2025

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or 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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Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.