



EMPLOYMENT TRIBUNALS

Claimant: Mr J Grzegorzewicz

Respondent: New Kitchen Parkstone Limited

Heard at: Southampton (by CVP)

On: 18 July 2025

Before: Employment Judge Yallop

REPRESENTATION:

Claimant: In person

Respondent: Did not attend

JUDGMENT

The Respondent failed to enter a valid response to the claim, and a hearing was listed to determine liability and remedy.

The judgment of the Tribunal is as follows:

Wages

1. The complaint of unauthorised deductions from wages is well-founded. The Respondent made an unauthorised deduction from the Claimant's wages in the period 28 May 2024 to 3 July 2024.
2. The Respondent shall pay the Claimant **£561**, which is the gross sum deducted. The Claimant is responsible for the payment of any tax or National Insurance.
3. This sum has been calculated as follows:
 - 12 shifts x 5.5 hours x £13 = £858 wages owed for delivery driving.
 - 13 x £13 = £169 wages owed for refurbishing the kitchen.
 - £858 + £169 = £1,027.
 - The Respondent paid the Claimant £466.

- $£1,027 - £466 = £561$.

Mileage

4. The complaint of breach of contract in relation to mileage expenses is well-founded.
5. The Respondent shall pay the Claimant **£270** 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.

Notice Pay

6. The complaint of breach of contract in relation to notice pay is well-founded.
7. The Respondent shall pay the Claimant **£143** 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.
8. This figure has been calculated as follows:
 - The Claimant was entitled to receive 1 week's notice.
 - His average weekly income during his employment was $2 \times 5.5 \times £13 = £143$.

Holiday Pay

9. The complaint in respect of holiday pay is well-founded. The Respondent failed to pay the Claimant in accordance with regulation 14(2) and/or 16(1) of the Working Time Regulations 1998.
10. The Respondent shall pay the Claimant **£95.81**. The Claimant is responsible for paying any tax or National Insurance.
11. This sum has been calculated as follows:
 - The Claimant was entitled to receive 5.6 weeks' leave a year.
 - The Claimant worked for the Respondent for 6 weeks out of 52, so for 12% of the year.
 - $5.6 \text{ divided by } 100 \times 12 = 0.67$. He therefore accrued 0.67 weeks' of leave.
 - He didn't take any leave during his employment.
 - He was therefore entitled to be paid for 0.67 weeks' leave at his weekly pay of £143. $143 \times 0.67 = £95.81$.

Written Itemised Pay Statements

12. The Respondent failed to give the Claimant written itemised pay statements as required by section 8 Employment Rights Act 1996 in the period 28 May 2024 to 3 July 2024.

Failure to provide a written statement of employment particulars

13. When the proceedings were begun the Respondent was in breach of its duty to provide the Claimant with a written statement of employment particulars. 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 **£572**.
14. This sum has been calculated as follows:
- $143 \times 4 = £572$.

Employment Judge Yallop
25 July 2025

Judgment sent to the parties on
21 August 2025

Jade Lobb
For the Tribunal

Note

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

Public access to employment tribunal decisions

Judgments (apart from judgments under rule 51) 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.