



THE EMPLOYMENT TRIBUNALS

Claimant Ms R Frater
Respondent Leazes Arcade Limited
Heard at Newcastle upon Tyne Hearing Centre via CVP video link
On 2 July 2025
Before Employment Judge Langridge

Representation:

Claimant In person
Respondent Mr G Snaith (Operations Manager) and
Ms S Parsonage (Head of Weddings)

JUDGMENT

The judgment of the Tribunal is as follows:

Notice pay

- 1) The complaint of breach of contract in relation to notice pay is well-founded.
- 2) The respondent shall pay the claimant **£4,865.40** 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.

Wages

- 3) The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in November 2025.
- 4) The respondent shall pay the claimant the sum of **£958.80**, which has been calculated using gross pay, subject to the deduction of any tax or National Insurance due.

SUMMARY REASONS

Notice pay

1. The claimant's contract terms are accurately set out in the "Job offer letter & contract" dated 1 February 2024 and signed by her on 29 February 2024. That was a binding contract whose terms were offered and accepted. The unsigned contract of employment dated 11 March 2025 was never provided to the claimant or agreed by her.
2. Under the terms of her contract, the claimant was entitled to 2 months' notice of termination after completing her 3 month probationary period, which she passed on 7 June 2024.
3. When making the claimant redundant the respondent paid her £634.60 representing 1 week's pay in lieu of notice. The gross amount the claimant should have been paid amounts to £5,500, and therefore the balance of the notice entitlement after giving the respondent credit for the £634.60 paid amounts to £4,865.40 gross.

Wages

4. Under the terms of her contract the claimant was entitled to be paid for overtime hours in excess of her 45 hour working week, or time off in lieu. The claimant and her then line manager agreed that she could take her time off in lieu once the work became quieter in January and February 2025. The claimant was made redundant in November 2024 and therefore unable to take that time off.
5. The claimant kept contemporaneous records of her hours and overtime which showed a total of 68 hours overtime accrued by the time her employment ended. Her entitlement has been calculated by reference to the gross hourly rate of £14.10.

Employment Judge Langridge

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON**

4 July 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.

Public access to employment tribunal decisions

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and respondent(s) in a case.

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/>