



EMPLOYMENT TRIBUNALS

Claimant: Ms S-A Sparks

Respondent: Anchor Bookham Ltd

Heard at: London South, by video

On: 17th October 2025

Before: Employment Judge MJ Reed

Representation

Claimant: In person

Respondent: Did not attend

JUDGMENT

Breach of contract / Notice Pay

1. The complaint of breach of contract in relation to notice pay is well-founded.
2. The respondent shall pay the claimant £1,552.80 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.

Holiday pay

3. The complaint in respect of holiday pay is well-founded. 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.
4. The respondent shall pay the claimant £371.40. The claimant is responsible for paying any tax or National Insurance on this sum.

Unfair dismissal

5. The complaint of unfair dismissal is well-founded. The claimant was unfairly dismissed.
6. The respondent shall pay the claimant the following sums:
 - a. A basic award of £2,329.20.

- b. A compensatory award of £13,457.60.
- 7. Note that these are actual the sums payable to the claimant after any deductions or uplifts have been applied.
- 8. The Employment Protection (Recoupment of Benefits) Regulations 1996 apply:
 - a. The total monetary award (i.e. the compensatory award plus basic award) payable to the claimant for unfair dismissal is £15,786.80.
 - b. The prescribed element is £10,658.49.
 - c. The period of the prescribed element is from 2nd July 2024 to 17th October 2025.
 - d. The difference between (a) and (b) is £5,128.31.

Discrimination

- 9. The complaint of associative disability discrimination is not well-founded and is dismissed.

Wages

- 10. The complaint of unauthorised deductions from wages in respect of statutory sick pay is not well-founded and is dismissed. This is because the Employment Tribunal does not have jurisdiction to consider such a claim.

Approved by:

Employment Judge Reed

17th October 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. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments

are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/