



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8001233/2025

Held in Aberdeen by cloud video platform on 11 November 2025

Employment Judge S MacLean

Ms F Grundy

Claimant
In person

The Ramsay Arms Limited

Respondent
Represented by:
Mr D Dick-Reid
Director

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Employment Tribunal is that:

1. The claimant was dismissed in breach of contract in respect of notice and the respondent is ordered to pay damages to the claimant in the sum of £689.34.
2. The respondent has failed to pay the claimant's holiday entitlement and is ordered to pay the claimant the net sum of £792.83 (3 days' annual leave at a rate of £98.20 per day).
3. The respondent is in breach of its duty to provide the claimant with a written statement of employment particulars. The claimant is awarded the minimum of two weeks' gross pay that is £1,758.90.

REASONS

1. Early conciliation started on 16 February 2025 with a certificate being issued on 24 March 2025. The claim form was submitted on 16 May 2025.
2. The claimant asserts that she was employed by the respondent as a general manager between 17 April 2023 and 10 February 2025. She claims that she is owed notice pay and holiday pay. The claimant says that the respondent did not issue a contract of employment.
3. The respondent sent a response resisting the claim. The respondent asserts that the claimant was given notice that her employment was terminating. She was paid until 31 January 2025 but did not work the remainder of her notice period. The respondent says that the claimant has taken or been paid for all holidays to which she is entitled.
4. The hearing was conducted remotely. There were technical difficulties. Eventually the claimant was able to connect by cloud video platform. Unfortunately, Mr Dick-Reid, representing the respondent, could only connect by audio. The parties had provided each other and the Tribunal with documents to which they intended to refer at the hearing. They agreed that the hearing should proceed.
5. I referred to the claim form and set out the issues that I was going to decide.
 - a. Breach of contract (pay in lieu of notice)
 - (i) What was the claimant's notice period?
 - (ii) Was the claimant paid for that notice period?
 - b. Holiday Pay
 - (i) Did the respondent fail to pay the claimant for annual leave the claimant had accrued but not taken when her employment ended?
6. The claimant gave evidence on her own account and was cross-examined by Mr Dick-Reid who then gave evidence and was cross-examined by the claimant.
7. I have set out the facts as found that are essential to the reasons or to an understanding of the important parts of evidence. I have dealt with the points made by the parties whilst setting out the facts, the law and the application of the law to those facts.

Findings in fact

8. The respondent is a limited company carrying on business in hospitality. Mr Dick-Reid is the sole director of the respondent. The respondent employed the claimant from 17 April 2023 as general manager. Initially her role was general manager of Fasque Estate and ultimately as general manager of the Roebuck Inn.
9. On 12 April 2023, the claimant received an offer of employment which referred to holidays: statutory 28 days per annum paid entitlement. She was not issued with a written statement of terms and conditions of employment. The claimant worked regular hours and received a monthly salary of £3,810.96 gross (£879.45 weekly) which equates to £2,987.15 net (£689.34 weekly).
10. In November 2024, the respondent experienced financial difficulties, resulting in the claimant's salary being paid late and by instalments. Mr Dick-Reid was involved in discussions regarding opening hours and shift rotas in December 2024.
11. On 27 December 2024, the claimant requested a meeting with Mr Dick-Reid to clarify plans for January 2025 if the business did not reopen. He confirmed that the business was not closing permanently.
12. Around 3 January 2025, Mr Dick-Reid advised that the business would close from 6 January 2025 for two weeks ostensibly to carry out essential renovations.
13. On 10 January 2025, Mr Dick-Reid met with the claimant and confirmed the business was closing and payroll had ended on 7 January 2025. He advised the claimant that she would be paid her notice.
14. On 16 January 2025 Mr Dick-Reid asked if the claimant was willing to continue assisting with tasks closing the business. Mr Dick-Reid said that she would receive a month pay but asked the claimant to work Monday to Friday, 9:00–5:00, for the next two weeks. The claimant agreed.
15. Around 21 January 2025, the claimant sent payroll information externally. Mr Dick-Reid instructed that timesheets and related details should be sent to him directly for processing.
16. On 31 January 2025, Mr Dick-Reid messaged the claimant that it was the last day and requested to meet for the return of keys, laptop, and phone. The claimant raised concerns about unpaid salary while others had been paid. Mr Dick-Reid stated payment would be processed upon return of the items.

17. The claimant's salary was then paid. The payslip made no reference to holiday pay or notice pay. The claimant expressed concern about delayed payment, outstanding notice pay, and holiday pay. Mr Dick-Reid raised an issue regarding missing whisky, later found on the premises.
18. The claimant did not meet Mr Dick-Reid on 31 January 2025. As she was not at work he asked her to clarify that she was taking annual leave. He requested her return on the Monday, stating she had not worked agreed hours and the premises were not left in the expected condition.
19. The claimant received no further payment. Her P45, processed on 24 February 2025, issued to her on 1 March 2025, recorded her leaving date as 31 January 2025. The claimant found alternative employment on 7 April 2025.

Observation and conflict of evidence

20. There was conflicting evidence regarding notice of termination. The claimant stated that on 10 January 2025 she was informed the business was closed permanently and her employment would end. She was entitled to four weeks' notice and agreed to work two weeks to assist with closing tasks, with 31 January 2025 as her last day. She claimed she was owed an additional week's notice.
21. Mr Dick-Reid's position was that all employment ended on 7 January 2025. He agreed the claimant would work her notice, as there was no gardening leave. He expected her to work the week commencing 3 February 2025, which she did not.
22. The parties used terminology inconsistently, creating confusion about what was agreed. My impression was that relations were amicable and professional in early January but deteriorated later that month. It was a stressful period. Mr Dick-Reid was managing the business closure and family issues. The claimant was losing her job, had not received salary when due, and was upset about comments regarding missing whisky. I considered that what Mr Dick-Reid intended and what he communicated differed.
23. From contemporaneous messages, I concluded that on 10 January 2025 the claimant was given notice of termination effective 31 January 2025. It was subsequently agreed she would work until 31 January 2025.
24. There was conflicting evidence regarding the claimant's annual leave entitlement on termination. The claimant stated she was entitled to 28 days plus public holidays. Her position on the number of days carried over from 2024 varied in correspondence, but in evidence she confirmed four days. She also claimed 2.4 days accrued leave for 2025. Initially, she said she took

no holidays in January 2025 but later accepted that 31 January 2025 was taken as leave, as she did not attend work.

25. Mr Dick-Reid's evidence was that the 28 days included public holidays, consistent with hospitality industry practice where employees work on such days. He maintained the claimant had three days to carry forward and that plus the January accrual would be used during the business closure that month.
26. No written terms and conditions were issued; the employment offer referred only to 28 days statutory entitlement. Contemporaneous messages were unhelpful, and neither party produced records of holidays requested, approved, or taken in 2024. An email from external payroll on 21 November 2024 referred to a holiday spreadsheet, but this was not provided. No 2024 payslips showing holiday pay were produced. I found neither party's evidence reliable, which was surprising given their roles.
27. I therefore concluded that the annual entitlement was 28 days inclusive of public holidays. In the absence of supporting documentation, I accepted the claimant had three days to carry forward from 2024 as the respondent did not dispute this. The claimant did not work on 1 and 2 January 2025. There is no evidence that she requested leave during the January 2025 closure or was asked to do so before her employment ended. The claimant took three days' leave in January and is therefore entitled to 2.4 days accrued (rounded up to 3 days) but untaken on termination.

Deliberations

28. I began deliberations with the breach of contract claim: damages for failure to give contractual notice. It was agreed that the claimant was contractually entitled to four weeks' notice of termination. She only received three weeks' notice. The claimant did not receive any payment after her January salary. The respondent is in breach of contract as the claimant did not receive four weeks' notice of termination.
29. The claimant's loss is one week's salary. She mitigated her loss by looking for alternative employment which she did not secure until 7 April 2025. Her loss is therefore one week's net pay, calculated at £689.34.
30. Next, I considered whether the respondent failed to pay the claimant for untaken accrued leave at termination. The leave year ran from January to December. By 31 January 2025, one month of the 2025 leave year had elapsed, giving the claimant an accrual of 2.4 days (rounded to 3 days). The claimant also carried forward three days from 2024. The claimant took three days leave in January (1, 2 and 31 January) leaving three days leave for which she was not paid. The respondent is due to pay the claimant £294.62 (£689.34 x 52/365 x 3).

31. Section 1 of Employment Rights Act 1996 provides that no later than two months after the beginning of an employee's employment, the employer must give the employee a written statement of their employment particulars. No later than one month after a change in any of the particulars that are required to be included in the statement, the employer must give the employee a written statement containing particulars of the change.
32. Section 38 of the Employment Act 2002 states that Tribunals must award compensation to an employee where upon a successful claim being made under any of the Tribunal's jurisdictions listed in schedule 5, if it becomes evident that the employer is in breach of its duty under section 1. The Tribunal must award the "minimum amount" of two weeks' pay and may, if it considers it just and equitable in the circumstances, award the "higher amount" of four weeks' pay calculated in accordance with section 220 to 229.
33. The claimant did not receive written particulars of employment when she commenced employment or when her roles changed in 2024. The claimant did not in my view suffer a disadvantage as a result. It was not suggested that during her employment she requested written particulars nor, in her capacity as general manager, that she raised this with the respondent in relation to other employees. However, had written particulars been provided there would have been clarity of the contractual entitlement to holidays and possibly when they had to be taken and the process for requesting approval of leave. I therefore decided that it was just and equitable to award the minimum of two weeks' gross pay that is £1,758.90 (2 x £879.45).

Date to sent to parties:

24 November 2025