



EMPLOYMENT TRIBUNALS

Claimant: Petros Pasatas
Respondent: Grecian Artisan Wine Co Ltd

Heard at: Watford (by CVP)
On: 11 December 2025
Before: Employment Judge Wilson (sitting alone)

Appearances:
Claimant: In person
Respondent: Mrs Maria Theologou, Director

RESERVED JUDGMENT

The judgment of the Tribunal is that:

1. The respondent made unlawful deductions from the claimant's wages and is ordered to pay to the claimant the sum of £587.20 gross.
2. The claimant was entitled to accrued holiday pay on the termination of his employment and the respondent is ordered to pay to the claimant the amount due and owing in the sum of £220 gross.
3. By failing to pay the claimant, the respondent was in repudiatory breach of contract. In respect of notice the respondent must pay damages to the claimant of £531 gross.

WRITTEN REASONS

Issues to be determined

1. The claim was presented in the Watford Employment Tribunal on 16 December 2024. The claims to be determined were for unlawful deduction from wages, accrued holiday pay and breach of contract in respect of notice pay. An ET3 response was received on 7 March 2025, refuting each of the claims. The case was listed for final hearing on 11 December 2025 before a Judge alone.

Orders

2. On 14 August 2025 a number of Case Management Orders were sent to both parties for the conduct and good management of the proceedings. Neither party complied with the direction to send the other party any witness statements upon which they intend to rely by 11 September 2025. The claimant failed to serve his witness statement upon the respondent in time, and on 8 November 2025 he made a written request for an extension of time, followed three days later by his witness statement and supporting evidence (9 pages). These were filed in the Tribunal in time.
3. The respondent did not reply or make any observations as to the claimant's application, nor did the respondent serve or file any witness statements or any other documentation additional to that annexed to the ET3.

The Hearing

4. Mrs Theologou told the Tribunal that she did not recall receiving the claimant's witness statement, although she recalled reading his application for an extension of time. Mrs Theologou said that she was not aware of the direction for the respondent to serve any witness statements or other evidence, but acknowledged receiving correspondence from the Tribunal. At that stage of the hearing, Mrs Theologou told the Tribunal that she had not read the directions fully, could not afford legal representation and had no access to legal advice.
5. Having regard to the overriding objective in Rule 3 of the Employment Tribunal Procedure Rules 2024, the Tribunal permitted the claimant to rely upon his witness statement and accompanying evidence, notwithstanding that it was sent to the respondent late. Having regard to the same principles, the Tribunal granted the respondent's application to treat the ET3 as Mrs Theologou's witness statement.

6. The hearing was put back for a short time for the respondent to read and consider the claimant's witness statements and attachments, and Mrs Theologou confirmed she had adequate time and was happy to continue with the hearing.
7. During the hearing, it became evident that a third party was present in the same room as Mrs Theologou and communicating with her in Greek. The Tribunal directed this to cease immediately and Mrs Theologou undertook not to permit anyone back into the room with her until the hearing was completed.

Postponement Application

8. Part-way through her cross examination of the claimant, Mrs Theologou sought to rely upon text messages from her mobile phone. These messages were not available for inspection and had not been served, nor had the claimant or Tribunal been put on any notice of this material. Having regard to Rule 3, the Tribunal refused permission to rely upon this material. Mrs Theologou then applied to adjourn the hearing. Contrary to her earlier comments, Mrs Theologou now claimed that the Tribunal had not informed the respondent of the requirement to serve and file all evidence upon which it intended to rely. Mrs Theologou also said that she has access to legal advice through her FSB membership. She was unable to explain why she told the Tribunal at the start of the hearing that she did not have any access to legal advice.
9. The Tribunal dealt with this as an application for an adjournment. The claimant objected to the application.
10. Rule 32 of the Employment Tribunal Rules 2024 governs postponements. Rule 32(2) permits an adjournment made within 7 days of a hearing only in three circumstances.

32. Postponements

*(2) In the circumstances listed in paragraph (3) the Tribunal may **only** order a postponement where—*

(a) all other parties consent, and—

i. It is practicable and appropriate for the purposes of giving the parties the opportunity to resolve their disputes by agreement, or

ii. it is otherwise in accordance with the overriding objective,

(b) the application was necessitated by an act or omission of another party or the Tribunal, or

(c) there are exceptional circumstances.

(3) The circumstances are—

(a) a party makes an application for a postponement less than 7 days before the date on which the hearing begins, or

(b) the Tribunal has ordered two or more postponements in the same proceedings on the application of the same party and that party makes an application for a further postponement.

(4) In this rule—

(a) “postponement” means a postponement of a hearing including any adjournment which causes the hearing to be held or continued at a later date; (b) “exceptional circumstances” may include ill health relating to an existing long term health condition or disability.

[Emphasis added]

11. There was no consent to postponement from the claimant, so rule 32(2)(a) is not applicable. The need for postponement did not arise from any failure by the claimant or by the Employment Tribunal, so rule 32(2)(b) is not applicable. The only ground for a postponement under rule 32(2) that could be applicable is therefore that, “there are exceptional circumstances”.
12. The Tribunal refused the application as there are no exceptional circumstances in this case which meant that a postponement should be permitted. The respondent could have complied with the case management orders and could have provided documentary or written evidence to support this part of its case, which it did not do.
13. The Tribunal considered the overriding objective, including having specific regard in this case to the need to deal with cases in ways which are proportionate to the complexity and importance of the issues; to avoid delay, so far as compatible with proper consideration of the issues, and saving expense. Accordingly, it was found that the application does not meet the exceptional circumstances requirement for a late postponement application established by Rule 32 and the application was therefore refused.

14. Thereafter the claimant completed his evidence and Mrs Theologou gave evidence on behalf of the respondent.

Submissions

15. The claimant made a number of submissions which the Tribunal has considered with care but does not rehearse in full here. In essence it was asserted that:-

- 15.1. the claimant was owed wages up to 1 October 2024 in the sum of £587.20;
- 15.2. he had accrued £440.73 holiday pay over the course of his employment;
- 15.3. he was owed £531 statutory notice pay, between 2 October and 8 October 2024.

16. The respondent made a number of submissions which the Tribunal has considered with care but does not rehearse in full here. In essence it was asserted that:-

- 16.1. the claimant was paid advance payments as a favour, which needed to be paid back.
- 16.2. no annual leave or contract was in place as the claimant was working a trial probation period.
- 16.3. the claimant had taken 2 days holiday;
- 16.4. the claimant was paid notice period of one week.

The Law

Deduction from Wages

17. Section 13 of the Employment Rights Act 1996 states:

(1) An employer shall not make a deduction from wages of a worker employed by him unless—

(a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or

(b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

(3) *Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion.*

18. Once it is established that there is a statutory or contractual provision or a written agreement authorising the type of deduction in question — and what the scope of that authorisation is — a Tribunal may then go on to consider whether the actual deduction is in fact justified, *Fairfield v Skinner* 1992 ICR 836 EAT.

Holiday Pay

19. A worker is entitled to payment in lieu of his unused holiday entitlement on termination of employment. The Working Time Regulations 1998 (“the Regulations”) provide that, where no provisions of a relevant agreement apply, all workers are entitled to 5.6 weeks’ paid holiday in each leave year, comprising 4 weeks per year under Regulation 13 and an additional leave period of 1.6 weeks a year under Regulation 13A(2). Regulation 13A(3) states that there is a maximum aggregate entitlement of 28 days.
20. Unless a worker has a contractual right to take public holidays in addition to their statutory entitlement, these are included in that entitlement.
21. Regulation 16 provides that a worker is entitled to be paid at the rate of a week’s pay in respect of each week of annual leave to which he or she is entitled under Regulation 13 (basic leave) or Regulation 13A (additional leave). Regulations 13, 13A and 14 of the Working Time Regulations give workers a right to payment in lieu for any outstanding statutory holiday entitlement upon termination.
22. Sections 221 to 224 Employment Rights Act 1996 provides the calculation method for working out what a week’s pay is.
23. In *Robinson-Steele v RD Retail Services Ltd and others* 2006 ICR 932 ECJ, it was argued that payment for annual leave must take place at the time the holiday is actually taken. Arrangements to the contrary would either constitute a payment in lieu of annual leave contrary to Article 7(2) of the Working Time Directive (WTD) or be prohibited as a mechanism that imposes obstructions or restrictions on taking leave. Furthermore, in their view, the rolled-up holiday pay system discourages workers from taking annual leave at all.

24. The ECJ said that it is unlawful for an employer simply to designate part of the remuneration that a worker already receives for work done as holiday pay.
25. The sum payable to a worker in lieu of his or her unused holiday entitlement should be calculated according to the following formula:

$(A \times B) - C$ where:

A is the minimum period of leave to which the worker is entitled.

B is the proportion of the worker's leave year which expired before the termination date.

C is the period of leave taken by the worker between the start of the leave year and the termination date.

Notice Pay

26. If one of the parties has breached a fundamental term of the employment contract, the other side is entitled to terminate the contract *without* notice. Where the employer breaches a fundamental term of the contract (including by refusing to pay wages), the employee can resign without giving notice.
27. At common law every employee is entitled to notice of the termination of his or her employment contract, regardless of how long the employee has worked for the employer. Similarly, every employer is entitled to notice from the employee in the event of the employee deciding to resign.
28. Section 86 Employment Rights Act 1996 sets out minimum periods of notice required to terminate a contract of employment. Where notice is given by an employee who has been continuously employed for one month or more, the notice required is one week. Where notice is given by the employer, the notice required is one week for employees who have been continuously employed for at least one month but less than two years.

Evidence

29. The claimant gave evidence.
30. The respondent relied upon the evidence of Mrs Maria Theologou.
31. The claimant provided his evidence from his witness statement and was cross-examined. Mrs Theologou gave evidence from her ET3 and was cross-examined. They were both questioned by the Tribunal.

32. The claimant provided a 9-page bundle and the respondent relied upon two pages appended to the ET3. There was not a composite paginated bundle. References to exhibits in these Reasons are references to the exhibits in the respective bundles.

Findings of Fact

33. Having considered all the evidence, the Tribunal has made the following findings of fact. Where a conflict of evidence arose, the Tribunal has resolved the same, on the balance of probabilities, in accordance with the findings set out below.
34. Overall, the Tribunal preferred the evidence of the claimant, who was credible and consistent throughout his evidence. The Tribunal found that the claimant strived to answer each question posed of him in order to assist the Tribunal. In contrast, and making every reasonable allowance for the stress of the Tribunal setting and the passage of time, the Tribunal considered that the respondent witness prevaricated on a lot of questions, failing to answer them either because she had no answer to give or none that would stand up to scrutiny. Many of the answers she gave were internally inconsistent and were undermined by the documentary evidence in the case.
35. The claimant commenced work with the respondent on 16 August 2024, as evidenced within 'Exhibit B' of the Claimant's bundle
36. The claimant was not presented with a contract of employment. Limited terms of employment were discussed and agreed between the claimant and Mrs Theologou, consisting of agreement as to hours of work, wage and holiday pay.
37. The claimant was employed on a full-time basis for 40 hours per week, Tuesday to Saturday from 10:00 to 18:00. The claimant worked for 8 hours per day. The claimant's evidence on this matter is supported within the text message exchange in Exhibit A of the claimant's bundle. The 8 hours included a paid one-hour lunch break. It was agreed that the claimant was entitled to 28 days of annual leave, beginning in January each year.
38. The claimant was entitled to £531 gross per week (£450 net), by way of weekly bank transfer, to be paid on the last working day of each week (Saturday).
39. The claimant worked between 16 August 2024 and 1 October 2024.

40. The parties agree the claimant was paid £2480 in total, as evidenced within Exhibit E of the claimant's bundle.
41. This £2480 was made up of the following payments:
- a. £630 paid in August 2024
 - b. £1800 paid in September 2024
 - c. £50 paid on 1 October 2024.
- 42.
43. Between 16 August 2024 and 21 September 2024, the claimant was paid weekly in consistent amounts of £450 (net, as agreed), as evidenced within Exhibit B of the claimant's bundle. On 28 September 2024 the claimant was not paid for the previous week's work (week commencing 22 September 2024).
44. On 29 September 2024 the claimant requested the payment and on 30 September 2024, the claimant and Mrs Theologou met to discuss the deduction from the claimant's wages. The claimant informed the respondent that he would be unable to attend work as he could not afford transportation or housing and would have to make alternative arrangements until the wages were paid.
45. The claimant received a partial payment of £50 for the work undertaken the previous week (Exhibit A of the claimant's bundle). The claimant worked a full day shift on 1 October 2024 and chased up the remaining outstanding payment (Exhibit C of the claimant's bundle). This was not forthcoming. On 1 October 2024 the claimant returned the respondent's keys and on 8 October 2024 he was removed from the business WhatsApp group (Exhibit D of the claimant's bundle).
46. The claimant received no further payment thereafter, leaving a shortfall owed for the work completed between 22 September and 1 October 2024.
47. The claimant took 1 day of his holiday entitlement, in September 2024. There was no agreement to carry any entitlement over to the next holiday year.
48. The Tribunal rejected the respondent's assertion that the claimant was paid an 'advance', as opposed to wages, which needed to be returned. The payments were described as 'wages' within the bank references (Exhibit B of the claimant's bundle) and there is no documentary evidence to support that they were 'advances'. The respondent's apology for failing to pay £50 on 1 October 2024 (Exhibit A of the claimant's bundle) is inconsistent with the respondent's assertions to the Tribunal. The claimant used the word 'wages' in his message exchange with the respondent, which was not corrected by the respondent, illustrating the respondent's acceptance at the time that this is what the sums represented (Exhibit A).

Determination of the Issues

49. The respondent made an unlawful deduction from wages in the sum of £587.20 gross. In doing so, the respondent was in repudiatory breach of contract. The claimant was entitled to one weeks' pay in lieu of notice. He did not receive this. The Tribunal finds the claimant was entitled to the sum of £531 gross.
50. The claimant makes claim for holiday pay accrued at the termination of employment. The claimant can make claim for accrued holiday pay outstanding for the current holiday year. Applying the above calculations in order to work out the sum payable to the claimant in lieu of his unused holiday entitlement, the Tribunal applies the following formula:
- A: 28 days holiday statutory entitlement.
- B: 0.106 [39 days between 16 August 2024 and 8 October 2024 divided by 365].
- C: 1 day taken by the claimant between the start of the leave year and the termination date.
51. $(28 \times 0.106) - 1$ equals 1.99, which the Tribunal rounds up to 2 days. So the claimant is entitled to 2 days accrued holiday pay, amounting to £220 gross.

Approved by:

Employment Judge Wilson

Date: 11 December 2025

JUDGMENT SENT TO THE PARTIES ON

5 January 2026

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FOR THE TRIBUNAL OFFICE