



EMPLOYMENT TRIBUNALS

Claimant: Miss H Condliffe Henry

Respondent: Eco-campsites Limited

Heard at: Ashford (by video) **On:** 30 January 2026

Before: Employment Judge Corrigan

Appearances

For the claimant: In person

For the respondent: Mr Pal, Litigation Consultant

RECONSIDERATION RESERVED JUDGMENT

1. The Reserved Judgment dated 16 July 2025 was reconsidered and varied as follows.
2. The claimant was not paid the Minimum Wage during her employment.
3. The shortfall in wages amounts to ~~£1,452.56~~ £1,265.71 which are to be paid by the respondent to the claimant, subject to the appropriate deductions for tax and National Insurance.
4. The claimant's complaint that the respondent failed to pay her accrued holiday is well-founded and the respondent is ordered to pay £310.64 to the claimant, subject to the appropriate deductions for tax and National Insurance.
5. The total to be paid to the claimant by the respondent is ~~£1,763.20~~ £1,576.35, subject to the appropriate deductions for tax and National Insurance.

REASONS

6. The respondent applied for a reconsideration of the judgment as set out in the correspondence dated **31 July 2025**.
7. I considered it was necessary in the interests of justice to deal with this matter by way of a hearing. I informed the parties that I would reconsider
 - 7.1 whether or not I should have dealt with the Minimum Wage claim including whether it should have been treated as an application to amend and whether that application should be allowed (for the avoidance of doubt this reconsideration will include whether or not the claimant's primary claim that she worked substantially more hours than I found should be allowed to proceed, by way of an amendment or otherwise);
 - 7.2 if the Minimum wage claim does proceed in some form, the hours the claimant worked and what she should have been paid;
 - 7.3 whether the living accommodation at either campsite was such that the respondent was entitled to rely on the accommodation offset of £9.99 a day;
 - 7.4 whether the payment of the £350 bonus at the end of October 2024 counts towards the minimum wage and for what period; and
 - 7.5 what the correct holiday pay calculation should be, taking account what I decide about the Minimum Wage.
8. At the reconsideration hearing I heard submissions about the first issue and made the decision below and informed the parties. I then heard further evidence from both the claimant and Mr Murray McPherson. Further documentary evidence was provided. Both sides provided written witness statements from additional witnesses but did not call them to give oral evidence. I did not re-hear evidence I had already heard.

whether or not I should have dealt with the Minimum Wage claim including whether it should have been treated as an application to amend and whether that application should be allowed

9. I agreed I should have considered the Minimum Wage point raised by the claimant as an application to amend the claim form.
10. The issue was raised in the Claimant's written statement for the hearing on 6 May 2025 dated 1 May 2025.
11. The employment ended on 4 September 2024 and final payment should have been made on 5 October 2024. Early Conciliation dated were 3 October 2024 -14 November 2024. The claim was submitted on 5 December 2024. On 6 December 2024 the tribunal issued the notice of claim and hearing and the attached orders. These gave the claimant 4 weeks to set out what claiming.

12. The claimant did not do this as she did not receive it the notice. At the last hearing I accepted she was unaware of the notice. She wrote in on 1 May 2025 saying the Respondent had contacted her and submitted her statement raising the Minimum Wage issue the same day. The deadline for the claim had been 15 February 2024 (and not 13 February 2024 as identified in the hearing). Either way the claimant was raising it out of time.
13. The facts she put on the claim form were that the claimant worked an average of 50 hours for pay of £2200 per month. I calculate that to be £10.18 per hour, under the Minimum Wage rate at the time of £11.44. She said in the claim that she worked 6 days a week and referred to long days. She said she was on call 24/7 and the day started 7.30 until 8 or 9pm (over 12 hours a day) and by implication worked more (arguably substantially more) than 48 hours a week and that a promised bonus to compensate for this was not paid. At 48 hours a week the hourly rate is still £10.57. It was therefore already within the claim that she was potentially not paid the Minimum Wage and that she did not get a promised bonus to reflect long hours.
14. I consider what the claimant was asserting in her statement was that, based on those facts, she was not paid the Minimum Wage. She was seeking to add a new label to facts within the claim form. Properly assessing the holiday pay due also involves making the relevant findings of fact about the hours worked.
15. The respondent accepts time limits are less significant where facts are within the claim than if she were adding entirely new facts. The application to amend is out of time and the claim could have been made at the time of the claim form, but the relevant facts have been included. In these circumstances the time limits are not fatal but the fact the application to amend is out of time is a relevant factor.
16. The application was made at short notice but as soon as the claimant became aware of the hearing and the need to set out her statement of what she was claiming for the respondent. The claimant says she did not give consideration to her hourly rate and whether it met the Minimum Wage initially when she completed the claim form but as she prepared for the case she became aware that she was significantly underpaid.
17. The respondent does not now dispute that at the hearing the respondent agreed to my looking at the alleged minimum wage claim on the basis of the 50 hours set out on the face of the claim. He was ready to defend it on the basis of the argument in respect of accommodation.
18. The key principle in considering an application to amend is that in exercising their discretion, tribunals must have regard to all the circumstances, and in particular to any injustice or hardship which would result from the amendment or a refusal to make it.
19. The hardship to the claimant in not pursuing the claim is that she may have worked without being fully compensated for the Minimum Wage – an

important minimum workplace protection. This is a situation which is apparent from the claim form – if the facts set out there are correct -even if she did not make clear she wished to claim this. Based on the application to amend the underpayment may have been substantial. The respondent relies on the accommodation offset to justify what was paid. This itself is indicative that she may not always have received the minimum wage rate (though this may have been justified if the respondent was entitled to make the offset). If the claimant worked longer hours on some occasions then the minimum wage needs to have been paid in the relevant pay reference period or the next, or within a month of the end of employment. It may well be that she was not, applying the rules, fully compensated and she would be deprived of that being considered. I considered that if I refused the claim I would be overlooking that it is apparent from the claim form that she may not have received the minimum wage and that is not a situation that I should condone.

20. I accepted that there may have been prejudice to the respondent at the hearing on 6 May 2025 by the claimant only raising the issue on 1 May 2025. That prejudice would have been met by an adjournment and the respondent has now had that time to gather evidence. The respondent does not assert that they are not now ready. I acknowledge that allowing the amendment would deprive the respondent of the protection of the time limit but the claimant could bring the claim in the County Court within 6 years.
21. Given the importance of the right and the fact that the facts are set out in the claim making Employment Tribunal aware of it I considered that the prejudice to the claimant in not having the claim considered and ensuring she was paid the minimum wage outweighs the prejudice to the respondent. The respondent has now had the opportunity to prepare.
22. I noted the judgment as it did not look at the right question and whether she was paid in accordance with the regulations by reference to the relevant pay reference periods. The decision to limit the issue to the 50 hours a week on the claim form also ignored the fact that she had put longer hours in the body of the claim.
23. I therefore allowed the amendment and decided I would look afresh at the hours the claimant worked and whether she was paid in accordance with the Minimum Wage regulations. I heard further evidence particularly about the hours of work and the conditions and accommodation at each campsite.

Facts upon reconsideration

24. I have maintained a number of the original findings of fact. Where I have made additional findings based on the new evidence I have underlined these. Where I have reconsidered my previous findings and made different findings I have crossed through the original findings and underlined the replacement findings.
25. The claimant worked for the respondent, which operates a number of campsites in the SE of England, as a campsite manager for the summer

season from 24 April 2024 until 4 September 2024. She did two days of training then initially worked at Bentley campsite and then moved to Turners Hill in August 2024.

26. She worked substantial hours at the outset in order to set up the Bentley campsite. She said this was about a week of 8 hours a day (9 hours with an hour break). There was more work than expected and Mr McPherson met with the claimant and her colleagues about one month in and discussed the possibility of a bonus to reflect this. This was never set or paid.
27. Once the campsite was open the hours she worked varied depending on whether there were customers present at the campsite. Her evidence was that if there were no customers she would start at 8 and work through until tasks were complete but would usually finish at 6. Although the customers were not present there was still maintenance work on the site, administration and work to prepare for the customers. The Bell tents also needed to be moved around every two weeks. After guests left on a Sunday they would "do the shower blocks" and a stock take. When customers were there she would start at 7.30 to put the coffee machine on and they worked through to about 8.30/9, although they remained on call if an issue arose, for example a customer's air bed going down in the night. On such a day she would have a 2 hour break during the day. They would sell breakfast style sandwiches to customers and they had a shop open 8am-8pm. This would shut in the middle of the day for 2 hours when they would clean the showers. The statement from Ms Cornish provided by the respondent supports that at Bentley when guests are on site their hours are 7.30-1pm and 2pm – 8pm. She says that this would be Friday to Sunday and school holidays, although I accept that in fact work ended earlier on a Sunday. She says when guests were not on site the hours were significantly less.
28. The respondent produced a calendar to show that there were very few bookings in May apart from the bank holidays and school half term. Then in June and July the bookings were mostly weekends only. In August it became busier though the claimant had moved sites. The calendar related to Bentley. I note that most weekends were very busy and that there were customers throughout the half term week and most of the school summer holidays, getting very busy in the second half of August. The claimant said there was maintenance, preparation and administration when customers were not there and that during May they were preparing and setting up for the season.
29. As said above the claimant moved to Turners Hill from 5 August 2024. That campsite was not as busy. I have now seen that diary for August 2024 and it was quieter on most weekdays apart from the last 9 days. On weekdays it was not more than half full and some weeks it was practically empty with just one booking. Even at weekends it was not more than half full apart from the August bank holiday. There was also one less staff member. Between 1-4 September she was packing down the tents and fire pits and doing a deep clean. This period was roughly 8 hour days.

30. He says he was told anecdotally from colleagues at Bentley that the claimant would disappear at times. It was also suggested that she would go shopping on occasion. This is disputed though the claimant says that she sometimes did go and help out at Turners Hill while she was assigned to Bentley.
31. ~~The respondent says her hours were more like 40 on average and might have been 48 in peak weeks in August. He agrees though that she only had one day off a week. Mr McPherson says he was not aware at the time but based on what Ms Cornish says, he now believes the claimant worked very different hours than he had thought and took a lot of time off while at Bentley. He was not told this at the time and any issue with this was not raised with the claimant. Moreover he suggests that there was a lot of opportunity for downtime while guests were not there and that he questions whether the work was 8 hours a day in those periods. He does acknowledge that the contract includes the opt-out of 48 hours a week because in some weeks the hours may go up to about 50 but not that it would be as much as 66 hours. He says the contract is drafted with the busiest periods in mind. He accepts he never said to the claimant the expectation was that she would work less when it was not busy. He says that on a Sunday guests would leave at 11am. He acknowledges that pizzas are served on Friday and Saturday. He says that casual help was available. He suggested a pattern that was more like 8-10 hours on Friday and Saturday depending on how busy they were, 4-8 hours on a Sunday and 4 hours on the weekdays that were not busy. He says the reality is that they don't always work the contractual hours required, more like 30-40 hours.~~
32. The contract confirms the claimant's duties included liaising with customers but also site set up with tents and food; administration, cleaning and maintenance. It says the normal hours of work are 48 hours across 6 days and fall between 7am and 10pm. It says the hours are variable but can include up to 12 hour days particularly on Fridays and Saturdays. Her contract included the opt out of the 48 hour week. No issue was raised at the time by the respondent about the claimant not performing the required hours. The reports by colleagues are anecdotal have not been tested in cross examination, despite Ms Cornish preparing a statement and it was because of difficult relationships with those colleagues that the claimant requested the move to Turners Hill. There is an inconsistency between the criticisms made by Ms Cornish of the claimant's working time and Mr McPherson saying that his expectation was that staff would only work 4 hours a week on weekdays. I have drawn my conclusions in respect of the hours worked in the conclusions section.
33. ~~I accept the claimant worked at least an average of 50 hours a week (the maximum I said I would consider for the Minimum Wage claim). Her contracted hours were 48 over 6 days. There is no evidence that the respondent took issue with her at the time for not working her contractual hours throughout her contract. She said she was working those hours even when customers were not present but if customers were present she worked 11 hour days. I accept she likely worked days of those lengths in at least the~~

~~peak season which over 6 days would be well over 50 hours in a week. In respect of June and July I accept she would have been working at least 11 hours on the Saturdays meaning she likely did exceed 48 hours in those weeks too, but in any event, taking an average over the 19 week season, with at least 4.5 of those peak season, there would have been at least 81 hours additional hours worked over and above the 48 hour week, which gives at least 4 extra hours per week averaged across the whole period, giving more than 50 hours per week.~~

34. She says her day off was usually Tuesday or Wednesday but around her birthday she swapped this with her colleagues to a Sunday and Monday (4th and 5th August) together (the Sunday being the day off from the first week and the Monday the day off in the second week). Then in the end because of her request to move sites she had 3rd and 4th August off, started at Turners Hill on 5th August and then accepts she did go on to have a further day off that week. She accepts that she could be considered to have taken a day of annual leave in that period.
35. The accommodation provided was a large safari tent made of high-end canvas with a zip up door. At Bentley it was on a wooden base. It had slatted wooden flooring. ~~I did not hear evidence on this but it does not appear from the picture to be lockable.~~ There was a proper bed with a mattress on a frame. At Bentley it had a place to cook inside. At Turners Hill the kitchen was a gas hob under a separate gazebo.
36. At neither site did the tents have a toilet or bathroom. ~~or running water. I did not hear any evidence about whether they had electricity or heating. There is no suggestion they do from the brochure provided by the respondent with pictures of the tent. They~~ At Bentley the tent has ~~do have~~ two bedrooms. From the photo the double room is entirely filled by the bed, but the other room contains bunkbeds and, it would appear from the photo, some kind of storage. There appears to be some storage in the kitchen area. There is a dining table inside. There is also a picnic table and a sofa type chair outside on the deck area but still under the tent roof (at least at Bentley). The claimant had use of the same Portaloos toilets and showers provided for customers and the communal sinks provided for customers for both personal washing and dish washing. This therefore involved walking outside to use those facilities in all elements.
37. At Bentley there was a sink with running cold water in the tent. There is running hot water in separate facilities very close by. There are 4 showers and 3 toilets for women at Bentley in private cubicles in a separate block near to the staff tents. There is separate similar provision for men. There are communal sinks both inside and on a verandah type area with a roof. For the first 3 days at Bentley she could not access the showers as fire pits had been stored in them. After 3 days they were accessible. Bentley is a big site and once there were guests it could sometimes be very busy. There were quite a few times she had to wait up to 15 minutes for the toilet. A gas heater was provided but the claimant felt it was not safe to have that on all night while asleep and it could become very cold night at night, sometimes causing her

to wake. Electricity was provided in the tent. The claimant accepts she did not complain about the accommodation or ask for a different heater.

38. In terms of security although the tent zip could technically be padlocked had the claimant chose to do so, it could not be made completely secure with a lock as it could be lifted up at the front. Children would play near it and if a customer needed her at night, as happened a couple of times, they could call from just outside to wake her and get her to come and help.
39. At Turner's Hill she did not have running water in her tent (there was a sink but no tap) and the cooking facilities was a gas stove under a separate gazebo and box of utensils. This is located just at the back of the tent. The photo provided at page 78-79 is of her co-worker's accommodation. The co-worker had a toaster and microwave. The claimant did not request this and is not sure if these were provided or belonged to her colleague. The tent at Turner's Hill had one area with the bed and fridge and two entrances. The tent can be unzipped and again lifted to gain access by getting in underneath. At Turners Hill she found children inside her tent on a couple of occasions.
40. To wash dishes and to access the toilet and washrooms the claimant had to cross a field. There was a dispute about the distance to the toilets but the respondent concedes it is at least a couple of minutes walk. The claimant said on a number of occasions she had to do this journey to use the toilet in the night and in all weather. The toilet cubicles are not completely enclosed from the elements in that there is a gap at the bottom and top of the door so that the feet of the person inside can be seen from someone standing outside in the open air.
41. The claimant was contractually obliged to stay in the safari tent. Under the contract she had no right to exclude the respondent from the accommodation. I accept there is no suggestion that the respondent ever did wish to enter the tent.
42. She contacted ACAS on 3 October 2024 and the certificate is dated 14 November 2024. She brought her claim on 5 December 2024.

Conclusions

Minimum wage

Was the claimant paid the Minimum Wage? Was the safari tent and other facilities "living accommodation" within the meaning of regulation 16 National Minimum Wage Regulations, thereby justifying deduction of £9.99 per day?

43. I have continued to underline and cross through changes I have made upon reconsideration below. The exception is the table which I have inserted without underlining.

Reconsideration issue: what were the hours the claimant worked and what should she have been paid?

44. There is no record of the hours worked. Although the respondent may have expected the claimant to work less than the contractual hours of 48 hours a week across 6 days he did not relay this expectation. I have made the following factual conclusions in respect of the hours of work based on the witness evidence, including Ms Cornish's evidence of her own expectation of the hours and the booking diary for the respective sites. I note one booking often equates to multiple people such as a family. I was given no evidence of the training day hours so have found they were likely to have been 8 hours a day. I have taken account that there was a lot of set-up work in the first month and that if there are some customers on site certain things will need to be done irrespective of the actual numbers of customers. I have not accepted the evidence of Ms Cornish in respect of the claimant taking unacceptable extra time off as this has not been challenged in cross examination, it is not something ever raised with the claimant and the suggestion it was unacceptable is contradictory to the evidence from Mr McPherson that his expectation was that the claimant would only work as little as 4 hours a day and 30 hours a week during quieter times.
45. I have accepted that over a number of weeks where there was a busy weekend but little to no customers over the weekdays, that the hours were roughly 26 over the Friday- Sunday and that the claimant would have worked much shorter days over 3 weekdays (4 hours a day) but that would still have been the contractual 48 hours. I have also taken account that the number of bookings were fewer at Turners Hill. I draw the following conclusions in respect of the likely hours worked per month. I have allowed for the day off a week that the claimant took. These are my conclusions of the likely hours worked on the balance of probability.

Pay period	hours	Pay at MW rate (£11.44)	Pay received	Findings
1-30 April 2024	48	£549.12	£507.69	24-25 April was training at 8 hours a day; remainder set-up period 5 days at 8 hours per day
1-31 May	222	£2,539.68	£2,200	1 day set-up of 8 hours; 3-5 May (bank holiday weekend with up 9 bookings – 2 x 8 hours and 1 x 10 hours); 6-21 May almost no bookings but

				set-up period – 13 days x 8 hours 22 May – 31 May – half term – 5 weekday work days x 8 hours and 2 weekend work days x 10 hours and 2 busy weekend workdays of 12 hours (bank holiday with 25 bookings)
1-30 June	210	£2,402.40	£2,200	1-2 June 18 hours – Saturday and Sunday end of school holidays; 3-30 June – weekly pattern of busier weekends and no customers on weekdays; save for 1 booking over 2 days (4 weeks at 48 hours a week)
1-31 July	210	£2,402.40	£2,200	1-24 July (3 weeks 3 days) ongoing pattern of busier weekends but no customers during the weekdays save for occasional 1 customer booking; 25-31 July start of summer holidays but still quieter on weekdays (3 x 48 hour weeks and 8 hours over 22-24 July; and 3 x 8 hour days and 2 x 12 hour days and 1 x 10 hour day over the last week)

1-31 August	228	£2,608.32	£2,200	Bentley – lead up to busy weekend in summer holiday (18 hours) ; 2 days off then rest of the summer holiday at Turners Hill from 5 August: 10 days x 8 hours with lower customers; 7 x 10 hour days with medium customers and 5 x 12 hours on busiest days
1-4 September	24	£274.56	£203.08	3 x 8 hour shut down days.
End of season bonus			£350	Paid on 30 October 2024

46. The claimant was therefore underpaid by £1,265.71. The bonus was not paid within a month of her leaving and therefore does not count towards the payment of the minimum wage. Regulation 9 of the Minimum Wage Regulations 2015 provides that payments paid to the worker in respect of a pay reference period that are made in the pay reference period and (if relevant) the following pay reference period can count towards the minimum wage. However regulation 9(d) states that where the contract terminates then as respects the final pay reference period (September in this case) payments made in the period of a month beginning with the day after the termination date count towards payment for that reference period. Here the termination date was 4 September 2024 so the final date for payments to count towards the Minimum Wage was 5 October 2024. The bonus was therefore paid too late to count

47. ~~The relevant rate of the Minimum Wage was £11.44 per hour. For 50 hours that would have been £572 per week. She was paid £507.69 per week (though she was paid monthly). I have worked on the claimant's average of 50 hours per week rather than break down the hours in each pay period as she did not bring a claim for the actual hours worked in each reference period and I limited the Minimum Wage claim to the hours evident in the claim form.~~

48. The respondent can potentially be treated as also paying the claimant the amount for provision of living accommodation (£9.99 per day) (£69.93 per week). ~~With this the claimant would have received the Minimum Wage for the season based on the 50 hour average week.~~ The issue then is whether the safari tent was living accommodation.

49. "Living accommodation" is not defined in the regulations but the BEIS guide advises it is "unrestricted access to accommodation suitable for day to day

living". HMRC guidance: NMWM10100- Accommodation and ~~accommodation~~ offset: living accommodation states as follows:

"To form an opinion on whether the accommodation can be regarded as living accommodation, it is necessary for the Compliance Officer to consider the full circumstances and arrangements in place.

Although accommodation may provide the worker with access to and free use of suitable sleeping, washing and toilet facilities, these facilities are not the only factors to consider....

[facilities provided] should be within the accommodation itself or reasonably close by....

The accommodation does not have to include all the items a worker may desire...." It says living accommodation may still be provided when there is: a shared bathroom with no shower and no facilities to wash clothes.

There are examples at NMWM10110 & the other pages listed there. That states that compliance officers will not consider the standard of facilities or whether there are cooking facilities. Examples given where living accommodation is considered to be provided include a temporary B & B where there is a bedroom with an en-suite bathroom and a room in a hotel with two shared bathrooms on the same floor.

An example where accommodation was not regarded as living accommodation was over-occupancy of a 4 bedroom house where access to facilities were unreasonably restricted (by the number of other people requiring them).

50. In *Greene King Services Ltd v Commissioners for HM Revenue and Customs* ET Case No 3332111/18 an Employment Tribunal decided that the question was whether or not accommodation is capable of being lived in assessed on a case by case basis. The Employment Judge decided it should be given the everyday meaning which, it was suggested, is that it was a building (a structure with roof and walls) that provides shelter, access to sanitation facilities (toilet and running water) and services of some kind (eg gas and electricity). In the alternative it was considered that it should depend on all the circumstances of the individual case such as whether it provides shelter, utilities and sanitary facilities; the duration it is intended to be occupied; whether it is shared; the level of privacy for washing, toilet use, and sleeping; whether you can eat, sleep and cook there, and there is somewhere to store food and belongings. It was suggested the legislation should be interpreted to ensure the purpose of the legislation which is to ensure workers are paid at least the minimum wage and prevent exploitation of workers by not permitting benefits in kind to replace this except for living accommodation by a set low value not reflective of the market value.

51. None of the above are binding on me but I have taken account of them in considering the meaning of living accommodation. In particular I note that all

are agreed that not every form of accommodation will amount to living accommodation. There are limits as to what will amount to living accommodation and the question for me is which side of that line the tents and other facilities provided to the claimant fall.

52. I have considered all of the features of the accommodation provided by the respondent. On the one hand, on each site it is a roomy, spacious high-quality tent, there is a proper bed and on the Bentley site the second room provides some room for storage. There is a place to sit and eat and there is somewhere to store food in the kitchen area. The claimant had the whole tent to herself. The tents have electricity and the claimant was provided with a gas fire.

53. However, on the other hand, it is not a solid building but made of ~~fabrie~~ canvas and there is no hot running water within it. There is cold running water at the Bentley Site but no running water in the tent at Turners Hill. The claimant has to walk outside in all weather to ~~portaloos~~ the toilet and showers, and open air sinks, all of which are shared with customers. The distance is further at Turners Hill. This includes having to exit the tent at night to go to the toilet. I was not told how many toilets/showers/sinks were available versus the number of customers but this may mean The claimant confirmed access is restricted by the demand at busy times for example during peak season when at certain times she would have to wait to use the toilet. There is very limited privacy in respect of the sanitary facilities given the claimant shared their use with customers, especially in respect of use of the sinks for personal washing at Turners Hill. Contractually, the claimant had no right to exclude the respondent from the accommodation. The tents at both sites cannot be made completely secure and the claimant did have customers calling to her at night for help and found children in her tent on a couple of occasions. The temperature could drop overnight, waking the claimant.

54. These factors in paragraph-27 53 are for me determinative that this is not "living accommodation" in the sense intended to justify the reduction in Minimum Wage.

55. ~~If, as I suspect from the pictures, the tent cannot be left securely locked and does not have electricity or heating these factors would also support that view.~~

56. If the cooking arrangements are relevant (despite the HMRC guidance to the contrary) then the fact that the hob is under a separate gazebo at Turners Hill would also support that view. Likewise, if the temporary nature of a tent can be taken into account this would also support that view. I note that on the whole customers come to camp and use those facilities for two nights over a summer weekend, longer in the peak holiday season. The tent and the other facilities for campers are not designed or intended to be day to day living accommodation for longer than a holiday. I note that nothing about this decision is intended to suggest any criticism of the quality of the facilities provided to the customers, or even to the claimant. The question is simply

whether the tent and facilities provided amount to living accommodation that justifies paying under the Minimum Wage.

57. I therefore on reconsideration still find that the accommodation offset does not apply and the claimant was not paid the Minimum Wage. ~~There is 19 weeks and 1 day in the period 24 April 2024 to 4 September 2024. She should have received £10,963.33 (£572 x 19 and £572 divided by 6). The total pay she received over the period from her payslips is: £9,510.77. The difference is £1,452.56. I note this may reflect that September's pay looks a little lower than it should have been if the claimant worked up to 4 September 2024. Neither party addressed this.~~

58. As set out above the underpayment is £1,265.71.

~~59. I also note both sides agreed that the claimant did receive the bonus for working to the end of the season. I note this was £350 from the contract but neither side mentioned it as relevant to the Minimum Wage calculation and I have no note of when it was paid. It would only be relevant if it was paid by the end of October. I have therefore not deducted it but if either side considers it should be deducted as it was paid before the end of October, they should write to request a reconsideration.~~

Holiday pay

How much accrued untaken leave did the claimant have at the end of the employment?

Was she paid for this?

How much should she be awarded, taking account of the Minimum Wage?

60. The claimant had entitlement to 28 days pro rata as the maximum entitlement is 28 days, for a 6 day a week worker. Her period of employment was 134 days. The leave year ran from January so it was a leap year. Her accrued entitlement was therefore $28 \times 134 / 366 = 10.25$ days. I rounded this up to 10.5. The claimant accepted she had taken 1 day around 3rd August 2024. She therefore had accrued 9.5 days. A day's pay based on £572 per week for 6 day weeks is £95.33. The accrued holiday pay is therefore £905.64.

61. The respondent has now paid £595. The amount still outstanding to the claimant is therefore £310.64.

62. Although I said I would look again at the holiday pay on reconsideration ultimately both sides agreed to 9.5 days at the rate set out above so I have not looked again at this decision.

63. For the avoidance of doubt, whether or not the claimant was supposed to take her leave during the duration of the contract is not relevant to the statutory calculation of holiday pay, only whether she actually took it.

Approved by
Employment Judge Corrigan
Date: 13 May 2026

Sent to the parties on:
Date: 20 May 2026

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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>