EMPLOYMENT TRIBUNALS

Claimant: **Mr. J. Casey**

Respondent (1): **Aspirational Brands (in compulsory liquidation and proceedings are stayed against this party)**
(2) **Handmade Burger Company Limited In creditors Liquidation**
(3) **Alphadean Limited In Creditors Liquidation**
(4) **Secretary of State for Business (joined as a statutory guarantor only)**

Heard at: Birmingham **On:** 29 May 2026

Before: Employment Judge Wedderspoon

Appearances
For the claimant: In Person
For the respondents: No attendance

AMENDED JUDGMENT ON REMEDY

1. The Secretary of State is joined to these proceedings and acts only as a guarantor for sums owed by an insolvent employer for claims under sections 182 and 184 of the Employment Rights Act 1996 and is not liable for contractual notice pay.

2. The second respondent (Handmade Burger Company Limited in Creditors Liquidation) is ordered to pay the claimant £422.64 for unpaid holiday.

3. The second respondent (Handmade Burger Company Limited in Creditors Liquidation) is ordered to pay the claimant £2,750 gross for contractual notice pay (the respondents to be liable for any tax payable on this sum).

REASONS

1. Oral Judgment was given on the day. The Secretary of State requested written reasons and for clarification that as it is only joined to these proceedings as a statutory guarantor and is liable only for claims under sections 182 and184 of the Employment Rights Act 1996. It is not liable for contractual notice. The Tribunal

confirms that is the correct position. The Judgement for contractual notice is made against the second respondent and not the Secretary of State. Accordingly the Judgment is amended to reflect this clarification.

2. The claimant commenced his claim on 15 September 2022. He entered ACAS conciliation on 1 August 2022 and received a certificate on 12 September 2022. He complains about the failure to pay contractual notice and unpaid holiday. There was no representation from the respondents at the hearing.

3. Pursuant to Judge Gilroy's liability judgment on 27 November 2025 the claimant was employed by the second respondent (and at other times the first and third respondents) and was dismissed from his employment in 2022 summarily when the second respondent went into liquidation. The Judge listed a remedy hearing.

4. The claimant was employed by the second respondent as a General Manager from 1 October 2021 to 25 June 2022 when he was summarily dismissed by reason of the insolvency of the company. Ordinarily his statutory notice period to terminate his contract would equate to one weeks' pay by reason of his length of service (pursuant to section 86 of the Employment Rights Act 1996). However, the claimant's unchallenged evidence is that his contractual entitlement was a period of one month. He was not paid any notice. He is entitled to recover one months' notice calculated at a total sum of £2,750 gross. The claimant did not commence alternative work until 5 September 2022. The tax due is to be calculated by the second respondent and the net sum to be paid to the claimant. There was no challenge to this award and no evidence before the Tribunal to establish that the claimant had failed to mitigate his loss. In the circumstances the claimant is awarded a contractual notice sum of £2,750 gross.

Unlawful deductions

5. Section 13 of the Employment Rights Act 1996 says that an employer must not make a deduction from the wages of a worker employed by him. There are some circumstances in which a deduction can be made, this includes where deductions are required by law, authorised in the workers written contract, or made with the written consent of the worker. Section 13 says :

Right not to suffer unauthorised deductions

(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 workers contract, or

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

(2) 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 deficiencies shall be treated for the purposes of this part as a deduction made by the employer from the workers wages on that occasion"

Holiday Pay

6. The Working time regulations 1998 give workers a minimum entitlement to be paid holiday. The minimum entitlement is to 20 days (4 weeks) paid holiday each year plus an additional 8 days (1.6 weeks) per year which can include bank holidays (regulations 13 and 13A).

7. Pay for holidays calculated in accordance with sections 221 to 224 of the Employment Rights Act 1996. For workers who do not have normal working hours a weeks' pay is calculated by reference to an average of hours and renumeration over a 52 week period (or to the total period of employment if that is less than 52 weeks).

8. On termination of employment a worker is entitled to receive pay in lieu of any unused annual leave (Regulation 14).

9. The claimant's unchallenged evidence before the Tribunal was that at the time of the termination of his employment he had outstanding holidays in the holiday year 2022 (running January to December 2022). He generally worked 45 hours per week for a net sum of £2,065 per month; (that is £476.54 net per week). He relied upon a letter he had received at the end of his employment from the first respondent which stated he was entitled to the sum of £422.64 for unpaid holiday pay for that year. However, his evidence to the Tribunal is that he did not receive this payment despite being informed he was entitled to it. The Tribunal accepted the claimant's unchallenged evidence he was due and entitled to this outstanding sum. The Tribunal ordered the second respondent to pay to the claimant the sum of £422.64 for outstanding holiday pay.

Employment Judge Wedderspoon

Date: 29 May 2026