**EMPLOYMENT TRIBUNALS (SCOTLAND)**

**Case No: 8000479/2026**

**Held in Aberdeen via Cloud Video Platform on 24 July 2026**

**Employment Judge A Kemp**

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| **Mr R Davidson** | **Claimant**<br>**In person** |
| **Ness Drinks Limited** | **Respondent**<br>**No appearance** |

## JUDGMENT OF THE EMPLOYMENT TRIBUNAL

1. **The claim for unfair dismissal is dismissed as the Tribunal does not have jurisdiction to consider it under section 108 of the Employment Rights Act ("the Act").**

2. **The respondent made unauthorised deductions from the wages of the claimant under section 13 of the Act and he is awarded the sum of TWO THOUSAND THREE HUNDRED AND SIXTY ONE POUNDS SIXTEEN PENCE (£2,361.16) payable by the respondent.**

3. **The respondent is in breach of contract in not giving the claimant notice and he is awarded damages of TWO HUNDRED AND THIRTEEN POUNDS SIXTY PENCE (£213.60) payable by the respondent.**

4. **The respondent is in breach of its obligations under section 8 of the Act and he is awarded the sum of TWO HUNDRED AND TWENTY ONE POUNDS FIFTY FOUR PENCE (£221.54) payable by the respondent.**

5. **The respondent may make a deduction from the award in paragraph 2 above to account for tax properly due on it. If the respondent makes any deduction it shall make payment to His Majesty's Revenue and Customs of the amount of that deduction and at the same time provide written evidence to the claimant of its having done so.**

## REASONS

### Introduction

1. This was a Final Hearing to determine remedy only, no appearance having been made by the respondent. Notice of the hearing had been sent to the respondent but it did not appear.

### Evidence

2. The claimant gave evidence which I accepted as credible and reliable. The claimant had provided a Schedule of Loss and documents in advance, which were spoken to.

### Facts

3. I found the following facts, material to the issues before the Tribunal, to have been established:

4. The claimant is Mr Ryan Davidson.

5. The respondent is Ness Drinks Ltd. It is a company incorporated under the Companies Acts.

6. The claimant employed the respondent with effect from 17 March 2025 as a production assistant. His pay was £2,400 per month gross. The claimant's net pay per day was £106.80. He worked a 5 day week Monday to Friday

7. The claimant worked for the respondent until 6 December 2025 when he was dismissed by the respondent without notice. He was not paid in full for the work he carried out in November 2025. He received payment of the sum of

£925. He did not receive any payment for the work he carried out in December 2025.

8. At the time of termination of employment the claimant had an entitlement outstanding for annual leave of three days.

9. The claimant received payslips for the period up to August 2025, but not thereafter.

10. The claimant commenced new employment on 8 December 2025.

11. The claimant commenced Early Conciliation on 3 January 2026. ACAS issued a certificate for that on 27 February 2026. The Claim Form in this case was presented on 1 March 2026.

**Law**

12. There is a right not to suffer unauthorised deductions from wages under section 13 of the Employment Rights Act 1996 (“the Act”). Wages are defined in section 27 of the Act and include wages for work carried out, and outstanding holiday pay. The entitlement to holiday pay arises under the Working Time Regulations 1998, and at the date of termination of employment arises pro rata under Regulation 14.

13. There is a right to a minimum period of notice of termination of employment under section 86.A claim for breach of contract may be pursued in the Tribunal under the Employment Tribunals (Extension of Jurisdiction) (Scotland) Order 1994 (“the Order”). If notice is not given when due it may be addressed as a claim for damages, where the loss suffered requires to be assessed.

14. There is a right to payslips, known as an itemised pay statement, under section 8 of the Act.

15. There is a right not to be unfairly dismissed under section 94 of the Act. In order to qualify for that right the employee must have at least two years’ continuous service under section 108 of the Act.

**Discussion**

16. I deal first of all with the claim for unfair dismissal. The claimant does not have the service necessary for that, and I require to dismiss that claim accordingly as it is not in the jurisdiction of the Tribunal.

17. I deal next with the claim of unauthorised deductions from wages. There are three aspects of that, and each requires to be calculated gross as the awards are taxable:

    (i) In November 2025 the claimant received £925, and the balance due is £2,400 - £925 = £1,475
    (ii) In December 2025 the claimant worked for a week and is entitled to the weekly equivalent of the gross monthly pay of £2,400 being £553.85.
    (iii) The claimant has an entitlement to three days holiday pay. He worked five days per week, and the daily equivalent of his gross pay is £110.77, three days of which is £332.31.
    (iv) The total of these sums is £2,361.16.

18. I turn to the claim for notice. I award loss for two days, at the net rate of pay as it is not taxable as it relates to termination. The sum for net pay per day is £106.80 and for two days is £213.60.

19. I finally consider the claim that there were no payslips for the months after August 2025. I award two weeks' pay for that, which on the basis of gross pay is £221.54. It is also not taxable.

20. To the extent that the awards are taxable the appropriate deductions may be made by the respondent provided that the sum is they paid to HMRC and written evidence of that provided to the claimant.

**Date sent to parties** 13 August 2026