EMPLOYMENT TRIBUNALS

Claimant: **A McCabe**

Respondent: **Label Origin Ltd**

JUDGMENT

1. The claims were presented in the Manchester Employment Tribunal on 4th December 2025. The respondent has failed to present a valid response on time. The Legal Officer has decided that a determination can properly be made of the claim, or part of it, in accordance with rule 22 of the Rules of Procedure.

Notice Pay

2. The complaint of breach of contract in relation to notice pay is well-founded.

3. The respondent shall pay the claimant **£1,399.88** (£3 months contractual notice pay = £5,819.88 minus £4,420.00 already paid) as damages for breach of contract. This figure has been calculated using net pay. The liability for tax from the net figures will remain with the respondent.

4. The complaint of breach of contract in relation to notice pay is well-founded.

5. The respondent shall pay the claimant **£3,879.92** as damages for breach of contract as two months' PILON notice pay was agreed as a gesture of goodwill in addition to the contractual notice pay. This figure has been calculated using net pay. The liability for tax from the net figures will remain with the respondent.

Holiday Pay

6. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.

6. The respondent shall pay the claimant **£3,637.42**. The claimant is responsible for paying any tax or National Insurance.

7. The respondent must pay the claimant **£8,917.22** in total.

Approved by:

Legal Officer Higgins

2nd November 2026

JUDGMENT SENT TO THE PARTIES ON

3 November 2026

FOR THE TRIBUNAL OFFICE

Under Rule 7 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2024, because this decision has been made by a Legal Officer, a party may apply in writing to the Tribunal for the decision to be considered afresh by an Employment Judge. Such an application must be made within 14 days after the date this letter/decision is sent to the parties.

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990
ARTICLE 12

Case number: **2406862/2025**

Name of case: **A McCabe** v **Label Origin Ltd**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 3 November 2026

the calculation day in this case is: 4 November 2026

the stipulated rate of interest is: **8% per annum**.

For the Employment Tribunal Office