EMPLOYMENT TRIBUNALS

Claimant: **Ms Danielle Chambers**

Respondent: **Grangewood Independent School**

Heard at: **East London Hearing Centre**

On: **24 September 2026**

Before: **Employment Judge Gardiner**

Representation

Claimant: Mr Karl Limpert, Claimant's friend
Respondent: Mr Ian Wheaton, counsel

JUDGMENT

The judgment of the Tribunal is that:-

The Claimant's complaint of failure to pay accrued but untaken holiday pay is not well founded. It is accordingly dismissed.

REASONS

1. This is a claim for accrued but untaken holiday. Because there are few, if any, relevant factual disputes the parties have agreed that, in the interests of proportionality, I should decide the Claimant's claim on the papers without hearing any oral evidence. This position was agreed at the start of the hearing in circumstances where neither side had served witness statement from potential witnesses. Strictly speaking, neither side had been ordered to serve any witness statements - although Tribunal directions had asked for the disclosure of documents and evidence.

2. The evidence provided to the Tribunal for use at this Final Hearing was contained in a bundle comprising 113 pages, prepared by the Respondent. Mr Limpert had also drafted a document headed "Claimant's Written Submissions", which was 11 pages long including attachments.

3. Ms Chambers was employed as an ABA Tutor for the Respondent School. This was a teaching role. Her employment lasted a little over a year, from November 2024 until 11 December 2025. She had resigned on 25 September 2025 giving notice of her intention to terminate her role in order to focus on her musical theatre career.

4. At the start of her employment, on 12 November 2024, Ms Chambers signed a contract of employment. This included Clause 14 headed "Holiday Entitlement", which was worded as follows (I have numbered the sub-paragraphs for ease of cross reference):

    1. The holiday year runs from 1st September to 31st August the following year.

    2. You will be entitled to the School's usual holiday including all recognised public holidays.

    3. To ensure the effective operation of the School, all periods of annual holiday must be taken during the term time, unless at the discretion of the School.

    4. In the event of termination of your employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued in the current holiday year, but not taken at the date of termination of your employment.

    5. If on termination of your employment, you have taken more annual holiday than your pro-rata entitlement in the current holiday year an appropriate deduction will be made from your final payment."

5. The contract of employment also referred in clause 4 to the Employee Handbook and ended with the following wording:

    > "You acknowledge receipt of this document and having been shown a copy of the Employee Handbook. You further acknowledge and agree that you have read, understood and accept the terms and conditions of your employment contained within this document and the Employee Handbook."

6. At the time the contract was entered, the relevant version of the Employee Handbook was a version dated 2018. This included the following section:

    > "Your annual holiday entitlement is set out in your individual Statement.
    >
    > To ensure the effective operation of the school, all holiday must be taken during the School holidays."

7. A later version, relied upon by Mr Limpert, was drawn up in 2025, after the Claimant started work for the Respondent.

8. It is common ground that, during her employment, she did not work during school holidays. On occasions, by prior agreement she took time off during term time, for which she was not paid. This was treated by the Respondent, and was accepted by

the Claimant, as authorised absence, rather than as time for which she was entitled to receive paid holiday.

9. Notwithstanding approximately fourteen weeks of paid holiday that the Claimant received in the school holidays during the course of her employment, she argues that her employment contract entitles her to a further fourteen weeks of paid holiday which she was entitled to take during term time. Her fallback case is that she is entitled to eight weeks paid holiday or the 5.6 weeks of paid holiday provided by statute.

10. Her case is that because she did not take any paid holiday during term time, she should be reimbursed for this amount of untaken holiday at the conclusion of her employment. This was not an argument that was advanced at the point of her resignation. Rather it is the argument advanced on behalf of Ms Chambers by Mr Limpert.

11. Mr Limpert bases his argument on the third paragraph of Clause 14 of the contract: "To ensure the effective operation of the School, all periods of annual holiday must be taken during the term time, unless at the discretion of the School." His argument is that Clause 14 creates two separate entitlements to holiday – an entitlement to fourteen weeks of holiday (under paragraph 2) and an entitlement to a further fourteen weeks during term time by reason of the third paragraph.

12. Mr Wheaton for the Respondent argues that this interpretation makes no sense. He says that the reference in the third paragraph to "term time" was an error and it should clearly be read as a reference to "school holidays". He says that this amounted to a mutual mistake, as can be seen from the way in which the parties subsequently treated the time that the Claimant took off during term time. This was regarded as unpaid leave. He says that if this is wrong, then the parties have varied the terms of the contract as a result of their conduct so that paragraph 3 should be read as referring to holidays rather than term time.

13. In his written submissions, Mr Limpert has referred me to various appellate cases. These are Lloyd v Elmhurst School Limited [2022] EAT 169; King v The Sash Window Workshop Limited; Max-Planck-Gesellschaft v Shimizu; Connor v Chief Constable of South Yorkshire Police [2023] EAT 42. He only took me to the first of these cases in oral argument. I have not been referred to any additional cases by Mr Wheaton.

Legal principles

14. The outcome of this dispute depends on the correct interpretation of the wording of this particular contract. The various authorities to which Mr Limpert has referred me do not assist with this.

15. It is a well-established principle of contractual interpretation that where there is ambiguity or a disputed interpretation of a particular clause, a contract should be interpreted in a way that furthers the purpose of the contract. Words should not be read literally if a literal reading would not appear to be workable. In addition, it is appropriate to have regard to other documents which were in existence at the time the contract was entered insofar as those documents can shed light on the correct resolution of the dispute. Finally, it is relevant to see how the parties have conducted

themselves during the currency of the contract, insofar as this can shed light on how the parties must have understood the contractual wording.

Conclusions

16. Applying those established principles of contractual interpretation, I have concluded that the interpretation advanced by the Respondent is the correct interpretation, for the following reasons:

    a. The part of Clause 14 dealing with holiday entitlement is paragraph 2, not paragraph 3. Paragraph 2 indicates that the entitlement is to the School's usual holiday including all recognised public holidays. This is essentially a period that totals around 14 weeks across the academic year. Paragraph 3 sets out when that holiday entitlement can be taken, rather than creating a further entitlement to an equivalent amount of holiday in term time. It does not say that there is any additional entitlement, still less an equivalent entitlement to the amount of holiday provided in paragraph 2.

    b. It is clear that the reference to "term time" in paragraph 3 cannot be read literally. It makes no sense to do so. Such a reading would prevent the holiday from being taken during school holiday time and require that it only be taken during term time. Far from ensuring the effective operation of the school, having teachers absent on paid holiday for significant proportions of term time would undermine the effective operation of the school. If they were taking annual leave, teachers such as the Claimant would not be around to teach the children. The School had a legal duty to educate the children, as well as a contractual duty with the parents who were paying termly school fees.

    c. The contract makes reference to the Employee Handbook. It states that the employee accepts that the terms and conditions are contained both in the contract and in the Employee Handbook. The relevant Employee Handbook at the time the contract was entered was dated 2018. The relevant part of this handbook stated that holiday must be taken during holiday time, rather than term time. This handbook therefore must be read alongside the contract as assisting with the interpretation of the contract. A document which postdates the date on which the contract was signed cannot have been the handbook at the time of the contract. Whilst it is unfortunate that the Respondent disclosed this later document and sought to rely on it, this does not change the contractual position.

    d. Fourthly, the parties have operated on the assumption that paid holiday can only be taken during holiday time rather than in term time. The Claimant's proposed interpretation runs contrary to the way that the Claimant has conducted herself throughout the contract.

    e. Finally, the effect of the Claimant's proposed interpretation is that the parties have agreed that, in her teaching role, she was entitled to a total of around 28 weeks paid holiday during a 52-week year. Furthermore, she was only required to work for 24 out of a total of 38 weeks of school term, less than two thirds of this time. It is most unlikely that the parties would have agreed to such extensive paid leave, particularly given that it is not being suggested by

the Claimant that there had been any prior discussion to this effect before the contract was signed.

17. Therefore, I do not need to deal with the Respondent's fallback position that there was a subsequent amendment to the terms of the contract as a result of the parties' conduct.

18. It is clear to me that Clause 14 complied with the basic requirement set out in Section 1 Employment Rights Act 1996 to provide a statement of employment particulars specifying the agreement as to paid holiday. As was required by Section 1(1)(d), Clause 14 set out the entitlement to holiday, including public holidays and holiday pay. That is all that the wording of this statutory section required. The section in brackets at the end of Section 1(1)(d) merely clarifies the level of particularity required, rather than imposing further requirements. It does not require the contract to specify a particular number of days of holiday that could be taken in any calendar year. Because the statement of employment particulars was sufficiently detailed about holiday entitlement, the terms of Section 38 Employment Act 2002 are not engaged.

19. In any event, Section 38 Employment Act 2002 is worded as follows, so far as is material:

> (3) If in the case of proceedings to which this section applies—
>
> (a) the employment tribunal makes an award to the worker in respect of the claim to which the proceedings relate, and
>
> (b) when the proceedings were begun the employer was in breach of his duty to the worker under section 1(1) or 4(1) of the Employment Rights Act 1996 or (in the case of a claim by a worker) under section 41B or 41C of that Act, the tribunal must, subject to subsection (5), increase the award by the minimum amount and may, if it considers it just and equitable in all the circumstances, increase the award by the higher amount instead.

20. This wording provides that an award under Section 38 is conditional on an award being made in respect of another claim. If there is no award made in respect of another claim, there can be no increase in the award under Section 38. As the Claimant has failed in her claim for accrued but untaken holiday, there is no entitlement under Section 38 in any event.

Approved by:
Employment Judge Gardiner
Dated: 25 September 2026