Case Number: 6014615/2025

EMPLOYMENT TRIBUNALS

Claimant: **Ms Helen Crompton**

Respondent: **Made Catering Limited**

Heard at: **Liverpool Tribunal (via CVP)** **On:** **28 September 2026**

Before: **Employment Judge Hill**

Representation

Claimant: In Person
Respondent: **Did not attend**

JUDGMENT

The Tribunal finds that the claimant's claims were well-founded and succeed. The Respondent shall pay the Claimant £10,031.81 which comprises of the following:

a) Unlawful deductions from wages £4,423.31;
b) Statutory notice pay £538.24;
c) Failure to provide written particulars £2,152.96;
d) Holiday pay £2,624.90;
e) Tax deductions not declared to HMRC £292.40.

Introduction and Background

1. The Claimant was employed by the Respondent as a Chef from February 2024 until her dismissal on 30 March 2025.

2. The Claimant presented claims for unlawful deduction from wages, holiday pay, notice pay, breach of contract, including in relation to tax deductions not remitted to HMRC, and failure to provide written particulars of employment.

3. The Respondent did not present a valid response. An application for an extension of time to present an ET3 was refused. The Respondent did not attend the final hearing.

4. The Tribunal heard oral evidence from the Claimant and considered the documentary evidence including timesheets, bank statements, pay slips and a letter from HMRC.

Findings

5. The Tribunal accepted the Claimant's evidence that she was dismissed without notice on 30 March 2025. The Claimant contended that she was entitled to four weeks' notice because she was paid monthly. The Tribunal accepted that the Claimant was paid monthly but found that this fact alone was insufficient to establish an express or implied contractual term entitling her to four weeks' notice. There was no written contract of employment and no other evidence before the Tribunal establishing a contractual notice provision. The Claimant was therefore entitled only to her statutory minimum notice entitlement of one week. The Claimant is awarded notice pay of £538.24.

6. The Tribunal finds that the Respondent failed throughout the Claimant's employment to provide a written statement of employment particulars. This in part has contributed to the claims before the tribunal today because of the lack of clarity for the Claimant about her employment rights. Therefore, the Tribunal awards the maximum four weeks' pay, namely £2,152.96.

7. The Tribunal accepted the Claimant's evidence that she was entitled to 28 days' annual leave per year inclusive of statutory holidays. The Tribunal further accepted the Claimant's evidence that the Respondent agreed that any annual leave not taken during 2024 could be carried forward. The Tribunal calculated that the Claimant accrued 24.5 days' leave during her first year of employment and 7 days during 2025 up to termination, a total entitlement of 31.5 days. The Tribunal finds that the Claimant took 12 days' leave and was therefore entitled to payment in lieu of 19.5 days' untaken leave. Applying a daily rate of £134.61, the Tribunal awards holiday pay of £2,624.90.

8. The Tribunal considered evidence relating to tax deductions. The evidence demonstrated that £1,747.20 was deducted from the Claimant's wages but only £1,454.80 was paid to HMRC. The Tribunal found that the Respondent had represented that the deducted sums had been properly accounted for to HMRC when this was not the case. The Tribunal finds that this amounted to a breach of contract and awards the Claimant the shortfall of £292.40.

9. The Tribunal carefully considered the Claimant's time records, the payslips produced by the Respondent for the hearing and the payments made into the Claimant's bank account. The Tribunal accepted the Claimant's evidence that she was contracted to work 32 hours per week and that the employment was not a salaried position. The Tribunal found that the parties agreed that the Claimant would be paid for any hours worked in excess of 32 hours per week. The Tribunal further found that the Respondent regularly required the Claimant to work additional hours beyond her contracted hours. Having considered the documentary and oral evidence, the Tribunal found that the Claimant worked a total of 263 hours in addition to her contracted hours for which she was not paid. The Tribunal therefore finds that the Respondent made unlawful deductions from wages in respect of those unpaid hours and awards the Claimant £4,423.31 in respect of those deductions.

Approved by:

Employment Judge Hill

28 September 2026

JUDGMENT SENT TO THE PARTIES ON

9 November 2026

FOR THE TRIBUNAL OFFICE

Notes

Summary reasons were given orally at the hearing. Written summary reasons will not be provided unless requested by any party at the hearing, or by a written request received by the Tribunal within 14 days of the sending of the written record of the decision.

All judgments (apart from judgments under Rule 51) and any written full reasons for judgments are published, in full, online at *https://www.gov.uk/employment-tribunal-decisions* shortly after a copy has been sent to the claimant(s) and respondent(s).

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990
ARTICLE 12

Case number: **6014615/2025**

Name of case: **Ms Helen Crompton** v **Made Catering Limited**

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: 9 November 2026

the calculation day in this case is: 10 November 2026

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

For the Employment Tribunal Office