



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

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**Case No: 4100525/2024**

**Final Hearing heard at Glasgow remotely by Cloud Video Platform on  
9 April 2024**

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**Employment Judge A Kemp**

15 **Ms Yvonne Henderson**

**Claimant  
In person**

20 **AWH Pro-Tect CIC**

**Respondent  
No appearance**

**JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

- 25 1. The respondent made unlawful deductions from the wages of the claimant under section 13 of the Employment Rights Act 1996 in the sum of £560 and the sum of £713.16 in respect of accrued pay for annual leave.
- 30 2. The respondent is in breach of contract with the claimant in not paying her notice and is entitled to the sum of £606.67.
3. The claimant is entitled to a statutory redundancy payment from the respondent in the sum of £420.
- 35 4. The Tribunal accordingly awards the total sum of TWO THOUSAND TWO HUNDRED AND NINETY NINE POUNDS EIGHTY THREE PENCE (£2,299.83) payable by the respondent.

E.T. Z4 (WR)

## REASONS

### Introduction

1. This was a Final Hearing, fixed in the Notice thereof to be heard remotely.  
5 The respondent did not present a Response Form. It has ceased to trade.
2. I considered it appropriate to issue a Judgment under Rule 21. The hearing was with a claim by Ms Peden under number 4100527/2024 with both in the same multiple. The claim presented separately by Ms Peden under number 4100528/2024 including the claimant in a separate multiple  
10 shall be dismissed separately on withdrawal under Rule 52.

### Issue

3. The first issue is whether or not there had been unlawful deductions from wages or breach of contract by the respondent and if so what the amount of those deductions or damages for breach had been. The second issue  
15 was as to a statutory redundancy payment.
4. Despite there being no appearance from the respondent, I have set out below the background circumstances to the present hearing, as they are not simple.

### Background

- 20 5. I did not hear evidence from the claimant but she explained matters at the hearing and spoke to various documents she had provided. The following sets out my understanding.
6. The claimant is Ms Yvonne Henderson. Her date of birth is 3 July 1975.
7. The respondent is AWH Pro-Tect CIC.
- 25 8. The respondent employed the claimant from 1 January 2021. She was employed under a standard form contract which included the following provision:

“During the 12 weeks probationary period the notice required by

either party to this Contract to terminate your employment will be one week.

5 After the successful completion of any probationary period, your employment may be ended by you giving the Employer one month's written notice. The Employer will give you one month's written notice and after four years' continuous service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice."

9. She was paid £560 per week gross, with the same sum paid net, every  
10 four weeks. The weekly equivalent was therefore £140.

10. On 28 November 2023 her employment terminated when the respondent ceased trading. There was no prior notice.

11. The claimant had not been paid for the four week period up to  
15 28 November 2023, she normally being paid four-weekly. Wages are outstanding in the sum of £560 accordingly.

12. The holiday year was the calendar year. The only holidays taken by the claimant were public holidays on 2 and 3 January 2023. No payment in lieu of holidays has been made.

13. The reason for the dismissal was redundancy. No statutory redundancy  
20 payment has been made.

14. The claimant commenced early conciliation on 23 January 2024, the Certificate was issued on the same date, and this Claim was presented on 25 January 2024.

### **Discussion**

25 15. As stated this is an undefended claim. I was satisfied that it was within the jurisdiction of the Tribunal.

16. I was satisfied that the wages sought by the claimant were due, being for four weeks and amounting to **£560**. They are awarded gross, and are subject to any appropriate statutory deductions. They are each of an  
30 unlawful deduction from wages and a breach of contract.

17. No notice was given. Under section 86 of the Employment Rights Act 1996 the minimum notice for the claimant's service is 2 weeks. The contract of employment provided was standard form but I accepted as that for the claimant. It provided for one month's notice, which for the claimant is **£606.67**.
18. The claimant also sought holiday pay, which is an unauthorised deduction from wages claim. It is calculated under Regulation 14 of the Working Time Regulations 1998, and amounts to 25.47 days, less the two days taken leaving 23.47 days. Applying that to the weekly pay figure provided produces a sum of **£713.16**.
19. The claimant sought a statutory redundancy payment. Given her age and length of service that is the equivalent of three weeks' pay which is **£420**.
20. The total sum awarded is therefore **£2,299.83**.

**Employment Judge A Kemp**

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**Employment Judge**

**11 April 2024**

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**Date of judgment**

**Date sent to parties**

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