



THE EMPLOYMENT TRIBUNAL

SITTING AT: LONDON CENTRAL
BEFORE: EMPLOYMENT JUDGE ELLIOTT (sitting alone)
MEMBERS:

BETWEEN:

Mr C Kyriacou
Claimant

AND

Soulkitchens Group International Ltd
Respondent

ON: 12 July 2021
Appearances:
For the Claimant: In person
For the Respondent: No appearance

JUDGMENT UNDER RULE 21

The Judgment of the Tribunal is that:

1. The claim for unfair dismissal is dismissed upon withdrawal.
2. The respondent shall pay to the claimant the sum of **£7,195.65**.

REASONS

1. By a claim form presented on 18 April 2021 the claimant Mr Christopher Kyriacou brings claims of unfair dismissal, breach of contract for notice pay and expenses, holiday pay and unlawful deductions from wages.
2. No ET3/Response was filed in response to the claim.
3. The claimant worked for the respondent from 19 November 2020 to 18 February 2021, a period of 3 months. His job role was that of menu manager. He did not have two years' service necessary to claim unfair dismissal.
4. On 5 May 2021 the tribunal sent the claimant a strike out warning in relation to the unfair dismissal claim. The claimant withdrew the unfair

dismissal claim at this hearing.

5. I saw the claimant's contract of employment which was made with the company named Soulkitchens Group International Ltd. The claimant had missed the word "International" from the company name and I gave him leave to amend. The registered office address is the same for both companies so I was satisfied that there was no prejudice in terms of the proceedings being sent to the correct address.
6. The claimant's salary was stated at clause 13 of his contract of employment as £31,000 per year. This is £2,583.33 gross per month. The contract said that the claimant was not entitled to reimbursement of expenses in connection with his duties unless the respondent gave advance written permission (clause 15 of the contract). I told the claimant I was not prepared to award this without sight of written permission which the claimant did not have. The sum in question was £56.
7. With bank holidays, the claimant's entitlement was to 33 days per year. Over his three month period of employment he accrued 8.25 days. His normal working days were Monday to Friday (clause 16 of his contract).
8. The claimant's holiday entitlement was to 25 days plus public holidays. The holiday year ran with the calendar year. This was set out in his contract at clause 18.
9. The notice period was three months after successful completion of the probationary period. Clause 9 showed that the probationary period was 3 months. As the claimant did not work for the respondent beyond the probationary period I am unable to find that he passed the probationary period so his entitlement is only to 1 week's notice being the statutory entitlement under section 86 of the Employment Rights Act 1996.
10. The claimant submitted some documentation in relation to his claim for Universal Credit. Following a Reconsideration by those responsible for Universal Credit, they accepted that the claimant had not been paid by the respondent.
11. On Thursday 8 July 2021 Employment Judge Baty wrote to the claimant to say that he should straight away forward to the tribunal an email address for whoever is responsible for HR at the respondent or any other suitable email address and any other information that would assist the tribunal in knowing whether the respondent had received the claim form and the tribunal would then decide whether the hearing on 12 July 2021 should go ahead.
12. On 9 July 2021 the tribunal sent an email to the email address given by the claimant for Jacqueline Curiano asking whether it submitted a response and is so supplying a copy or confirming whether it had not submitted a response and whether there was an intention to defend the

proceedings in which case it should supply a draft ET3 and an application for an extension of time. The email confirmed that if the tribunal did not hear from the respondent it was likely to issue judgment against the respondent. The claimant told me that Ms Curiano is the CEO and founder of the company.

13. The claimant said he was paid was paid for the first month of his employment. The claimant said he was paid £2,107.99. He was paid personally by the CEO and says that although it was a net figure, no statutory deductions were made. The claimant is entitled to his gross salary and therefore I award the shortfall and it is a matter for the respondent to make the statutory deductions. The claimant was not provided with a pay slip at any point. The claimant believed that the £2,107.99 was for three weeks and not a month.
14. Having used a Government calculator the claimant puts his net pay at £2,470.
15. The claimant is entitled to be paid for two months at £2,583.33 and the shortfall for the first month, £475.34. The total of these sums is **£5,642**.
16. For holiday pay, the claimant and I agreed that he was entitled to 8.25 days as he took no annual leave during his employment. The annual leave pay is calculated on a days pay at 260 days of gross pay. This is £119.23 per day which accorded with the claimant's calculations. The holiday pay award is **£983.65**.
17. Notice pay is the one week statutory minimum. Based on the claimant's figure for net pay of £2,470 this produces **£570**. Notice pay is awarded net.
18. The respondent shall pay to the claimant the sum of **£7,195.65**.

Employment Judge Elliott
Date: 12 July 2021

Judgment sent to the parties and entered in the Register on: 12/07/2021
_____ For the Tribunal