

IN THE EMPLOYMENT TRIBUNAL

Claim No. 45/2026

BETWEEN:

HAYLEY ANDERSON

Claimant

-AND-

79TH GROUP INTERNATIONAL MANAGEMENT LIMITED

Respondent

JUDGMENT

The Claimant was employed by the Respondent as an Office Manager from 7 October 2024 until 20 November 2025 when she resigned due to non-payment of salary.

The Claimant filed a Claim Form with Details of Claim on 18 February 2026 seeking a redundancy payment, arrears of pay, arrears of notice pay and arrears of holiday pay. The Claimant did not answer the Section 6.2 Claim Form question as to whether she was including a claim for breach of employment contract.

Pursuant to Rule 13 of the Employment Tribunal (Constitution and Procedure) Rules 2016 (**the Rules**), the accepted Claim was sent to the Respondent together with the prescribed Response Form by email on 20 February 2026, returned as undeliverable, and re-sent by email to an active email address for the Respondent obtained by the Tribunal, and also sent by post to the Respondent's last known business address, on 26 February 2026.

The Respondent has not presented the Response within 21 days of 26 February 2026 or at all, nor made an Application for an extension of time for presenting the Response.

Pursuant to Rule 21, **I FIND THAT** on the available material (the Claim Form with Details of Claim, together with copies of the Claimant's ETB Notice of Terms of Engagement, employment contract and payslips and information asked for by the Tribunal, as requested from and provided by the Claimant), I am able to determine the Claim as follows:-

1. The Tribunal does not have jurisdiction in respect of claims for a statutory redundancy payment. The Claimant's claim for a statutory redundancy payment therefore does not succeed.
2. Despite the Claimant omitting to state in her Claim Form that she was making a breach of employment contract claim, I find that this was due to the Claimant, a litigant in person, not understanding the legal nomenclature and nature of her claim for arrears of pay, arrears of notice pay and arrears of holiday pay, which unambiguously constitutes a claim for breach of employment contract under the Employment Tribunal (Extension Of Jurisdiction) Order 2016; and which I find to be well-founded and to succeed.

3. **THE CLAIMANT IS THEREFORE HEREBY AWARDED AND THE RESPONDENT IS HEREBY ORDERED TO PAY TO THE CLAIMANT** the sum of **£7,161.71**: net pay for October 2025 (£2,137.84) and November 2025 (14 working days = £1,496.46); one month's PILON (net) (£2,137.84); and accrued holiday pay (net) (13 days = £1,389.57), within 21 days of the date of this Judgment (under Rule 56).

Gabrielle O'Hagan

Chairperson Gabrielle O'Hagan

Date: 26 March 2026