

**IN THE EMPLOYMENT TRIBUNAL**

**Claim No. 66/2025**

**BETWEEN:**

**ARIAN AINE CRUZ BARTON**

**Claimant**

**-AND-**

**METROPOLITAN GLOBAL FINANCE LIMITED**

**Respondent**

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**JUDGMENT**  
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The Claimant filed a Claim Form on 5 December 2025 seeking a redundancy payment, arrears of pay, arrears of notice pay and arrears of holiday pay in the total sum of £9,065.39. The Claimant answered 'No' to 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 on 10 December 2025.

The Respondent has not presented the Response within 21 days of 10 December 2025 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, together with copy employment offer letter, ETB Termination Form, P7A and payslip, as requested from and provided by the Claimant), I am able to determine the Claim as follows:-

1. The Claimant's claim for redundancy pay does not succeed as there is no entitlement to the same for employees with less than one completed year of service, such as the Claimant.
2. Despite the Claimant having stated in her Claim Form that she was not 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. However, the Claimant did not submit her ETB Notice of Terms of Engagement or any employment contract supporting her apparent claim for a contractual notice period in excess of the statutory minimum (one month), nor any evidence in support of her claim for accrued unpaid holiday pay.

3. **THE CLAIMANT IS THEREFORE HEREBY AWARDED AND THE RESPONDENT IS HEREBY ORDERED TO PAY TO THE CLAIMANT** the sum of **£5,751.36**: net pay for August 2025 (£1,825.83), September 2025 (£1,825.83) and October 2025 (3 days = £273.87); and one month's PILON (net) (£1,825.83), within 21 days of the date of this Judgment (under Rule 56).

***Gabrielle O'Hagan***

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**Chairperson Gabrielle O'Hagan**

**Date: 12 January 2026**