

BETWEEN:

HAYLEY JULIET LYNAGH

Claimant

-AND-

MERLIN IV LIMITED

Respondent

RULE 21 JUDGMENT

The Claimant was employed by the Respondent as a Business Manager from 26 February 2026 until 14 July 2026 (just less than 20 weeks) when she was dismissed without notice or pay in lieu of notice.

The Claimant filed a Claim Form on 20 August 2026, and an addendum to Section 6.2 on 3 September 2026, making claims for unfair dismissal and breach of employment contract and seeking compensation and arrears of pay, notice pay and holiday pay.

The Claimant stated in the Claim Form that her gross monthly earnings were £2,000.00 and her net monthly earnings were £1,937.60. She sought: compensation for unfair dismissal; arrears of pay (1 July – 14 July 2026) in the sum of £923.08; notice pay (one month) in the sum of £2,000.00; and accrued holiday pay in the sum of £896.52, together totalling £3,819.60.

Pursuant to Rule 13 of the Employment Tribunal (Constitution and Procedure) Rules 2016 (**the Rules**), the accepted Claim was served on the Respondent together with the prescribed Response Form on 8 September 2026 by email and by post to the Respondent's registered office and to the residential address of one of the Respondent's directors.

The Respondent has not presented a Response within 21 days of 8 September 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, together with further information, ETB Notice of Terms, payslips and statements, requested from and provided by the Claimant), I am able to determine the Claim as follows:-

- (A) 1. The Tribunal has no jurisdiction to hear the Claimant's claim for unfair dismissal under Section 59 of the Employment Act (**the Act**) because she was not continuously employed for a period of not less than 52 weeks ending with the effective date of termination, as required under Section 60(1)(a) of the Act.

2. The Claimant has submitted that, pursuant to Section 60(3) of the Act, Section 60(1)(a) of the Act should not apply because the reason or the principal reason for the dismissal was as specified in Section 65(C)(1) of the Act: the Claimant had alleged that the Respondent had infringed a right of hers which is a relevant statutory right, namely: *“requesting that I take holiday due to me over the next month and on my return, reduce my hours to the contracted 12 hours rather than the full time hours that had been imposed on me to date”*.
 3. Section 65C of the Act is triggered by an employee alleging to their employer an infringement of a statutory right of the employee by their employer. Statutory holiday rights, principally the duration of annual leave and payments, are set out in the Employment (Annual and Public Holidays) Order (**the Order**). In this case, on the materials presented by the Claimant, the Claimant did not make any allegation to the Respondent of infringement of her rights under the Order; rather she made a request to take holiday due to her.
 4. The same is true of the Claimant’s request to the Respondent to revert to previous contracted hours. Statutory rights in relation to inter alia maximum working time, rest breaks, night work and opt out detriment protection are set out in the Working Time Act, 1999 (**the WTA**). In this case, on the materials presented by the Claimant, the Claimant did not make any allegation to the Respondent of infringement of her rights under the WTA; rather she made a request to reduce her actual working hours to the 12 hours provided for by her contract.
 5. I therefore find that the Claimant’s requests to take holiday due to her and to work contractual hours do not constitute allegations made to the Respondent by the Claimant that the Respondent had infringed any of the Claimant’s statutory rights.
 6. The Claimant has accordingly not established that the reason or principal reason for her dismissal falls within Section 65C(1) of the Act, that she alleged that the Respondent had infringed a right of hers which is a relevant statutory right, and therefore the Section 60(1)(a) 52 weeks’ continuous employment unfair dismissal qualification is not disapplied under Section 60(3) of the Act.
 7. Accordingly, the Employment Tribunal has no jurisdiction to hear the Claimant’s unfair dismissal claim and this claim does not succeed.
- (B) 1. The Claimant’s claim for breach of employment contract under the Employment Tribunal (Extension Of Jurisdiction) Order 2016 is well-founded and succeeds.
2. The Claimant is entitled to payment for unpaid pay for the period 1-14 July 2026, amounting to £923.08, which I have calculated amounts to **£894.28** net.
 3. The Claimant is entitled to payment for her one month’s notice entitlement, which I have calculated amounts to **£1,937.60** net.
 4. The Claimant is entitled to payment for 9.5 days’ accrued untaken holiday, which I have calculated amounts to **£849.56** net.

THE CLAIMANT IS THEREFORE HEREBY AWARDED AND THE RESPONDENT IS HEREBY ORDERED TO PAY TO THE CLAIMANT, within 21 days of the date of this Judgment (under Rule 56), the total sum of **£3,681.44**.

Gabrielle O'Hagan

Chairperson Gabrielle O'Hagan

Date: 12 October 2026