



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mrs P Lichfield

v Skatta TV Limited

Heard at: Reading

On: 18 July 2017

Before: Employment Judge Milner-Moore

Appearances

For the Claimant: In person

For the Respondent: -

JUDGMENT

1. The claims for breach of contract and unpaid annual leave succeed.
2. The respondent is ordered to pay to the claimant the following sums;

Compensation for breach of contract in relation to unpaid Salary	£15,289.20
Compensation for breach of contract in relation to unpaid car allowance	£1,083.00
Compensation for unpaid annual leave	£4,900.00
TOTAL	£21,272.20

REASONS

1. By a claim form received on 23 September 2016 the claimant presented complaints of breach of contract and failure to pay outstanding holiday pay.
2. In a response received on 27 October 2016 the respondent disputed that claim. Since entering its response the respondent company has been subject to voluntary liquidation and the respondent did not attend today's hearing to contest the proceedings.

3. I heard evidence from the claimant who produced a small bundle of documents in support of her complaint including a copy of her contract of employment, a copy of a pay slip and a copy of some exchanges of correspondence between herself and the respondent. The claimant also produced a short statement and has attested to its truthfulness.
4. In light of the evidence produced and given by the claimant I make the following findings.
 - 4.1 The claimant was employed by the respondent as a Creative Director between 11 February 2015 and 12 May 2016. Her contract of employment provided for a gross salary of £75,000 a year, a car allowance of £6,000 and 25 days of annual leave which rose to 26 days after 1 years service. Clause 11 of the contract prohibited her from holding certain outside interests unless "As a representative of the company or with the prior consent of the company". The contract provided that it was terminable on either side on six months notice. On 19 January 2016 the claimant gave six months notice to terminate the contract. During her notice period she became a director of a company called Capitoline Productions. That subsequently became a point of dispute with the respondent which tended to suggest that she was in breach of Clause 11 of her contract of employment. However, having heard from the claimant, and having reviewed the documents, I find that the claimant was involved in that company as a Director because she had established it. Acting in her capacity as a representative of the respondent and with the respondent's knowledge and consent. The company was a special purpose vehicle created in connection with a project of the respondents.
 - 4.2 At the end of April the claimant became aware that the respondent had not paid her salary for that month and the respondent subsequently refused to make payment of that salary replying on alleged impropriety on the claimant's part in relation to her involvement with Capitoline Productions. In response the claimant treated herself as having been constructively dismissed by the respondent and resigned on 12 May 2016.
 - 4.3 The claimant brings a complaint of wrongful dismissal. In discussions today the claimant accepted that her claim for breach of contract related to the period from 1 April 2016 to 19 July 2016 on the basis that, even had she not resigned and claimed constructive dismissal, her employment would have come to an end on that date in any event. Accordingly the claim was for loss of salary for three months and nineteen days and for loss of car allowance for the same period.
 - 4.4 The claimant gave evidence that she had been permitted to carry forward 10 days of annual leave from 2015 with her employer's consent and that she had been advised by the HR Department that she would have accrued 15 days entitlement to annual leave between the start of the respondent's leave year and 19 July 2016 when her contract of employment would have terminated.

4.5 Having heard evidence from the claimant and having heard no countervailing evidence from the respondent, I find that the claimant was constructively and wrongfully dismissed by the respondent on 12 May 2016 and when the respondent failed to make payment to her of her April salary and I award the claimant compensation as follows:

- 4.5.1 Loss of salary for the period 1 April to 19 July 2016,
3 months and 19 days @ £4,247 net per month = £15,289.20
- 4.5.2 Compensation for loss of car allowance for the
same period calculated @ £300 per month net = £1,083.00
- 4.5.3 Unpaid annual leave of 25 days @ £196 net per day = £4,900

Employment Judge Milner-Moore

Date: 28/08/2017

Sent to the parties on: 05/09/2017

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For the Tribunal Office