



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr K Davis

**Respondent:** MIUS Ltd

**Heard at:** Bristol **On:** 19 January 2018

**Before:** Employment Judge Oliver

## Representation

Claimant: In person

Respondent: Mr Paul Mount, director

# JUDGMENT

1. The Claimant was wrongfully dismissed by the Respondent.
2. The Respondent is to pay damages for wrongful dismissal to the Claimant in the sum of **£5,380**.

## REASONS FOR REMEDY DECISION

1. A full oral judgment on liability was given at the hearing. The parties then discussed the correct calculation of damages, and I agreed to provide brief written reasons confirming our calculations.
2. The Claimant's contract provided for a 3 month notice period and there was no clause allowing the Respondent to make a payment in lieu of notice. The Claimant obtained a new job from 19 June 2017, covering the final two weeks of his notice period.
3. As the award is damages it should be made net. The parties had not made any net salary calculations and no payslips were available.
4. The Claimant said that his net monthly salary was £2,250, and the Respondent said that this figure was a bit high but they were prepared to

accept it. The Claimant's monthly gross pay in his old job was £3,333, and in his new job was £4416. The parties agreed that net salary in the new job should be calculated by making a proportionate calculated based on comparing the gross salaries in thee job with the Respondent and the new job.

5. The calculation of the damages award was made as follows:
  - a.  $4416 / 3333 = 1.32$ .
  - b.  $1.32 \times 2250 = 2970$ , the net salary for the new job.
  - c. This gave a figure of £685 per week in the new job, and £1,370 for 2 weeks.
  - d. 3 month's net notice pay = £6,750.
  - e.  $£6,750 - £1,370 = \mathbf{£5,380}$ .
6. The Respondent is therefore to pay to the Claimant the sum of £5,380, which is 3 months' net notice pay less two weeks of earning from the Claimant's new job during the notice period.

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Employment Judge Oliver

Date: 20<sup>th</sup> January 2018

JUDGMENT SENT TO THE PARTIES ON

15<sup>th</sup> January 2018

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FOR THE TRIBUNAL OFFICE

**Note**

Reasons for the judgment having been given orally at the hearing, further written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.