



EMPLOYMENT TRIBUNALS

Claimant

Respondent

v

Ms R Karim

Fulton Vehicle Leasing

Heard at: Reading

On: 2 December 2019

Before: Employment Judge Milner-Moore

Appearances

For the Claimant: no attendance

For the Respondent: no attendance

JUDGMENT

1. The claim for breach of contract succeeds.
2. The claimant is awarded 1 week's pay, £360 gross, from which the respondent is to make deductions for tax and national insurance.

REASONS

1. The claimant, who was employed by the respondent, brings a claim for breach of contract, namely failure to pay her notice. On the documents before me the respondent admits that the claimant was employed for one month (from 30 October 2018 to 30 November 2018) on a gross monthly salary of £1560 (which translates to a gross weekly wage of £360) and that she was summarily dismissed on 30 November 2018.
2. The claimant asserts that she was entitled to three months' notice of termination under her contract of employment. The respondent accepts that three months' notice was due under its standard contract but asserts that this did not apply to the claimant during the probationary period and maintains that it never signed a contract of employment entitling the claimant to three months' notice. The respondent has produced a copy of its standard terms which were signed by the claimant but not by the respondent. It says that the unsigned contract was produced for the claimant to use in attempting to obtain a mortgage but that it was made clear to her

that she would not be employed on these terms until her probationary period had expired.

3. The respondent has made clear that it did not intend to attend today's hearing. The claimant did not attend either. Attempts were made by the Tribunal's administration to contact the claimant but these were unsuccessful.
4. Given that there is a dispute between the parties as to whether there was a contract in existence providing for three months' notice, that, despite knowing this, the claimant has elected not to attend and give evidence in support of her claim and, in the absence of any clear documentary evidence, I cannot uphold the claim for three months' notice.
5. However, given that it is admitted that the claimant had been employed for one month on the date when her employment was summarily terminated, the claimant is entitled to one week's notice under section 86 of the Employment Rights Act 1996. I therefore order the respondent to pay the claimant one week's wages, a gross sum of £360 from which deductions for tax and national insurance should be made.

Employment Judge Milner-Moore

Date: 2 December 2019.....

Sent to the parties on:17.12.19.....

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For the Tribunal Office

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