



EMPLOYMENT TRIBUNALS

Claimant

Miss A Mofford

Respondent

v The Property Investment Training Company Ltd

Heard at: Huntingdon

On: 13 January 2020

Before: Employment Judge Cassel

Appearances

For the Claimant: In person.

For the Respondent: Response not entered.

JUDGMENT

1. The respondent is to pay to the claimant the sum of £23,512.50.
2. The sum awarded is a net amount and the respondent is to account to the claimant and to HMRC for any Income Tax and National Insurance payable.

REASONS

1. In her claim form to the Tribunal which was received on 15 April 2019 the claimant complains of unpaid wages and notice pay.
2. On a number of occasions, attempts were made to serve the respondent with the claim form and I am satisfied that the proceedings were duly presented to the respondent at its registered address.
3. On 26 October 2019 a letter was sent to the claimant and copied to the respondent. It was made clear to the respondent that the hearing was to take place today, on 13 January 2020 and “the respondent is only entitled to take part in the hearing to the extent permitted by the Employment Judge who hears the case”.

4. The case was called at 10am today. The claimant was in attendance but there was no representative from the respondent. I adjourned the case until 2pm to give the respondent an opportunity to attend and when I called the case at 2.10pm there was still no one for the respondent in attendance. I decided that the hearing should proceed and that it was in the interests of justice to do so.
5. The claimant gave evidence on oath and confirmed that she had worked for the respondent since 23 October 2016. She had never received any written contract of employment or Section 1 Statement although she told the Tribunal that she had asked for one on many occasions.
6. She was able to produce a payslip, one of a few that she had been provided, and this was dated 31 October 2018. Having heard her further evidence I am satisfied that she received net per month £1,881. She was also entitled to earn commission.
7. A settlement agreement was apparently proposed in January 2019. She left her place of employment with an assurance that her employment continued. This assurance was given by an HR Advisor who was engaged by the respondent and confirmed by her manager Mr Mark Gregson. She took legal advice and incurred legal costs but the respondent never concluded the settlement agreement. I was told, that the proposal arose following a dispute of a personal nature between the owner of the business, Mr Glenn Armstrong, and his partner. Apparently, the Police were involved and the claimant believes that it was because of her knowledge of matters of a sensitive nature regarding the relationship that she was asked to consider leaving her employment.
8. She was never dismissed either verbally or in writing and on many occasions she spoke to her manager Mr Mark Gregson by phone. The last occasion on which she spoke to him was in August 2019 and she was again assured that she had not been dismissed.
9. She last received part of her pay in January 2019. She was owed half a month's pay for January 2019 and half a month's pay for December 2018 and has not received any further payments since.

Conclusion

10. I find that the claimant is employed by the respondent having commenced her employment in October 2016. I find that she continues to be employed, not having been dismissed either verbally or in writing, and as such the contract of employment continues.
11. She is entitled to her basic rate of pay, but not for commission earned or unpaid holiday which has not been pleaded nor for notice pay as her contract of employment continues. She is owed wages for the balance of 2019 and that amounts to 12 months, from mid-January to today's hearing and half a month's pay outstanding from December 2018.

12. That sum is £23,512.50.
13. That sum is net of Income Tax and National Insurance and the respondent is to account to the claimant and Her Majesty's Revenues and Customs (HMRC) for any Income Tax and National Insurance payable. The recoupment provisions do not apply in these circumstances.

Employment Judge Cassel

Date: 15 January 2020

27.01.2020

Sent to the parties on:

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For the Tribunal Office