



EMPLOYMENT TRIBUNALS

Claimant: S MacNamara

Respondent: Haymarket Media Group Ltd

RECORD OF A PRELIMINARY HEARING

Heard at: London South (in private, by telephone)

On: 27 March 2020

Before: Employment Judge Housego

Appearances

For the Claimant: In person

For the Respondent: C Swain

JUDGMENT

The claim is dismissed

REASONS

1. Ms MacNamara worked for the Respondent from 29 October 2018. She was engaged on a 1 year fixed term contract. Later she applied for and succeeded in obtaining permanent employment, with a different division of the Respondent. She was not issued with a new contract of employment, although the one she had stated that it ended on 28 October 2019. She was in her new role for 4 months, and was a total of 7 months with the Respondent.
2. Ms MacNamara had problems in this new role. They do not form part of her claim. She went off work with stress, and was off about 6 weeks. On 14 August 2019 she gave a month's notice to end her employment, which ended on 14 September 2019.
3. At the time Ms MacNamara resigned, Ms Swain told Ms MacNamara that she would "be paid as normal". Ms MacNamara feels that the deductions made were

wrong, because she considers that, having been told that by a human resources professional (as Ms Swain is), it was not right that the Respondent then went back on what she said.

4. I explained to Ms MacNamara that it was not for a judge to comment upon what was “the right thing to do”, or to make decisions other than by reference to what her contract of employment said. I explained that a promise to do something did not become a right to have that thing done, without something extra to turn it into a contractual obligation. I had to see what the contract said.
5. The contract that Ms MacNamara had was plainly varied, in that it was permanent not fixed term and was paid more. That had been done by letter. Nothing else had changed. There is nothing in the fact that it is a different division of the Respondent – Ms MacNamara did not dispute that all divisions used the same form of contract.
6. Ms MacNamara has been fortunate with her health throughout her working life, and not had time off sick before. She had not read the contractual provisions in that contract about sick pay before giving her notice. (She relied on what Ms Swain told her.)
7. The contractual provisions are in clause 10 of the contract. It is SSP for 6 months, then 5 days of full pay followed by SSP, until a year’s service, and then much more generous terms. Ms MacNamara came within the 6 months to a year bracket. It follows that she was not entitled to full pay for much of her sickness absence.
8. Ms MacNamara agrees that the calculation of holiday pay was correctly made and that (in the end) arithmetically the Respondent is correct in its calculations. Her SSP did not reach her until November, but now that it has been, there is nothing more due to her, contractually. That the Respondent wrongly told Ms MacNamara does not give her the right to the money she was led to believe she would receive. It was not that the Respondent induced the resignation by a promise to pay full pay to the end of the notice period.
9. Accordingly, the claim cannot succeed and I am obliged to dismiss it as it has no reasonable prospect of success.

Judge Housego
27 March 2020