



# EMPLOYMENT TRIBUNALS

## Claimant

Mr B Sklinidjis

## Respondent

v Commercial Processing Centre Limited

**Heard at:** Bury St Edmunds (by CVP)

**On:** 23 September 2020

**Before:** Employment Judge M Bloom

## Appearances

**For the Claimant:** In person.

**For the Respondent:** Mr C Bennison (Counsel).

## COVID-19 Statement on behalf of Sir Ernest Ryder, Senior President of Tribunals.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was by Cloud Video Platform (CVP). A face to face hearing was not held because it was not practicable and no-one requested the same and all issues could be determined in a remote hearing.

## JUDGMENT

1. The Claimant's Claim for Breach of Contract fails and is dismissed.
2. The Respondent's application for costs is refused.

## REASONS

1. The Claimant was employed by the Respondent as a Mortgage Adviser between 23<sup>rd</sup> July 2018 and the effective date of his termination on 1<sup>st</sup> July 2019. He had the benefit of a Contract of Employment which entitled him to receive one month's notice or one month's pay in lieu of his contractual notice period. On 1<sup>st</sup> July 2019 the Respondents took the decision to terminate the Claimant's employment as a result of issues relating to his perceived performance at work.

2. The Claimant accepted that he subsequently received one month's pay in lieu of notice. He confirmed no other sums were due to him and that he had received all accrued holiday pay owed to him.
3. At the commencement of the Hearing I asked the Claimant, on that basis, to outline for me the basis of his Claim. He thought that the reason for his dismissal was most unfair. He was reminded that he did not have two years or more continuous service of employment and as a result was not able to pursue a Claim of Unfair Dismissal. He told me that he appreciated that. He thought the Respondents were obliged to follow a disciplinary procedure prior to his dismissal. I pointed out to him that the Respondents were not obliged to follow any disciplinary procedure, contractual or otherwise, prior to terminating his employment. I had read a clause contained in the Respondent's Handbook which said that they reserved the right to vary any disciplinary procedure depending on the circumstances of the dismissal and/or the relevant employee's length of service. I informed the Claimant therefore that there was no basis in his Claim and after some consideration he accepted that. It therefore follows that his Claim of Breach of Contract failed and is, as a consequence, dismissed.
4. Mr Bennison on behalf of the Respondent made an application for costs. I agreed with him that this Claim had no reasonable prospect of success. It was a matter of regret that the Claimant had not taken any legal advice before presenting the Claim. In order to consider whether or not any Order for costs should be made, I am obliged to consider the Claimant's financial circumstances. He runs his own mortgage broker business but at the moment derives no income from it. This is partly due to the pandemic and the economic situation arising therefrom. He has no savings and no other assets. He is living off a credit card which is now in arrears in the sum of approximately £12,000.00. He has a mortgage and a car loan. He has no other source of income. I am satisfied that the Claimant has no ability to meet any Order for costs and as a consequence I make no Order. I have also noted that the Respondents themselves did not incur any costs in defending these proceedings, as their representation was covered by an arrangement they have covering employment law advice with Citation.

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Employment Judge M Bloom

Date: 28 September 2020

Sent to the parties on: 23<sup>rd</sup> October 2020  
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For the Tribunal Office