EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4107120/2019

Held in Glasgow on 8 August 2019

Employment Judge M Robison

David Dishon	**Claimant**
Quattro Plant Ltd	**Respondent**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The judgment of the Employment Tribunal is that the claim for breach of contract succeeds, and the respondent shall pay to the claimant the sum of £2,328.80, from which should be deducted sums for tax and national insurance, as appropriate.

REASONS

Introduction

1. The claimant lodged a claim in the Employment Tribunal on 30 May 2019 claiming breach of contract/unlawful deduction of wages. The respondent resists the claim.

2. At the hearing, I heard evidence from the claimant, and for the respondent from Mr P O'Donnell, managing director with AB 2000 Ltd, and from Esther Jones, finance director with the respondent. The respondent lodged a file of productions, referred to by page number.

3. After reserving judgment, and reflecting further on the oral submissions, I made a request for supplementary submissions from both parties on the following questions:

"With regard to the phrase, in the statement of main terms of employment under remuneration, "upon completion of the contract, you will receive a £5,000 completion bonus", what is the proper construction of the word "completion" as at the date the contract was entered into, applying principles of the law of contract, given that this is a question of both fact and law; and what, if any, effect does this contra proferentum rule have on the construction of this contract?"

Findings in Fact

4. On the basis of the evidence heard and the productions lodged, the Tribunal finds the following relevant facts admitted or proved:

5. The claimant is a chartered accountant.

6. The respondent is an infrastructure specialist, hiring professionally operated equipment services to the rail, road and construction industries, operating throughout the UK. In May 2018, the respondent completed the purchase of AB 2000 Limited, a plant care and rail hire business with its head office in Cambuslang. At the time of purchase, AB 2000's finance director left the business. The respondent employed the claimant as a financial consultant on a ten month fixed term contract to assist the respondent's finance director, Esther Jones, in achieving a smooth transition.

7. A written contract, signed by the claimant on 10 May 2018, headed statement of main terms of employment, stated that his employment would "commence on Monday 14 May 2018 and terminate on 13 March 2019, unless terminated on an earlier date in accordance with the terms of this agreement". The claimant's salary was stated to be £85,000 per annum. The contract stated that "upon completion of the contract you will receive a £5,000 completion bonus" (page 29).

8. Under the heading "sickness pay and conditions", it is stated, "There is no contractual sickness/injury payments scheme in addition to SSP. Any additional payments which may be made will be at our absolute discretion" (page 29).

9. Under the heading “grievance procedure”, the contract stated, “Should you feel aggrieved at any matter relating to your employment, you should raise the grievance with the Managing Director or Human Resources Manager, either verbally or in writing. However, you should be aware that in order to avail yourself of certain statutory rights, you must set out your grievance and the basis for it in writing. Further information can be found in the employee handbook” (page 29).

10. Under the heading, “notice of termination to be given by employer”, it is stated “under 1 month’s service – 1 Week; upon successful completion of your probationary period but less than 5 years service – 1 month” (page 30).

11. Under the heading, “notice of termination to be given by employee” it is stated, “under 1 month’s service – 1 week; Upon successful completion of your probationary period (1 month) – 3 months”. It continues, “we reserve the contractual right to give pay in lieu of all or part of the above notice by either party” (page 30).

12. The respondent has a complaints and grievance policy (page 31) which states that “any person may make a report of a grievance or complaint to Quattro Plant where any issue directly concerns the operation of the Company or the activities of personnel. The grievance or complaint may be in writing or verbal”.

13. The claimant successfully completed the probation period. The claimant was aware from the outset that the respondent’s “culture” was very different from the types of organisations which he had worked for previously in the role of financial director. However, he began to have particular concerns about the environment in which he and colleagues were working, the use of “industrial language” and what he described as “very aggressive” behaviour and an environment of “bullying and harassment”, along with an intense workload and changing personnel in his team. This put him under considerable stress and pressure. The situation deteriorated after September, when John Murphy, the respondent’s managing director, had decided to replace the AB 2000 Limited managing director, with whom the claimant had been working closely. He was

replaced at the beginning of December by Patrick O'Donnell, with whom the claimant had a good relationship.

14. The claimant was absent on sick leave for two days in January. He attributed this to being "run down" working under considerable pressure, without holidays and with a skeleton team, and preparing for an audit in January. The claimant was advised by Sharron Lindsay, the HR manager for AB 2000 Limited that he was not going get paid for those days of sick leave.

15. It became clear to the claimant that he was not likely to be kept on by the respondent beyond the end of his fixed term contract on 13 March 2019. He became concerned that he needed time to look for a new job, as well as to recover his health.

16. On 15 January 2019, the claimant spoke to Sharron Lindsay. He said to her that he had "had enough" and asked her how many days holidays he had outstanding. He intended to use his outstanding holidays to exit his contract as early as possible. Given that he had not taken a summer holiday, he thought that he had two or three weeks holiday outstanding which would mean that he could leave around the end of February, and retain his bonus.

17. On 16 January 2019 at 10.32, Sharron Lindsay sent an e-mail to Melanie Webb (HR manager for the respondent) and Esther Jones, copying in John Murphy, managing director, with a subject heading "David", stating "David has advised me that he wishes to start his exit from the business as soon as possible. Please let me know how you wish to progress." (R33).

18. On 16 January 2019 at 11.13, John Murphy responded to all, stating "31/1 is fine with me (unless he wishes to go earlier but not before the 25/1). Anyway he is employed by QPL so seems a bit circumvent (sic) way of telling us? JM" (R33)

19. Some time that day, Sharron Lindsay advised Patrick O'Donnell that the claimant had resigned. He asked her to send the claimant an email to confirm the verbal conversation he had had with Sharron Lindsay.

20. At 13.23 that day, Sharron Lindsay e-mailed the claimant copying in Patrick O'Donnell, with a subject heading "resignation", stating "can you put your resignation in witting (sic)" (R34).

21. At 14.30, the claimant replied by e-mail to Sharron Lindsay copying Patrick O'Donnell stating, "As discussed, I haven't actually resigned. I only have a few weeks left on my contract so I desperately need to find a job as I am going to have to start actively looking asap at a new contract (especially as my wife will be redundant again in 3 weeks). My completion bonus is triggered at the end of my contract, so I have asked what holidays I have left, so when I deduct from 13 March then I can work out how early can I (sic) exit the business and still retain my bonus". (R34)

22. Sometime after 14.30 that day, the claimant was called into Patrick O'Donnell's office. He advised him that he had not resigned. Patrick O'Donnell called in Sharron Lindsay. She made it clear that she had understood that he had resigned. The claimant became aware thereafter that day that the respondent had understood him to have resigned and he was told that he would be leaving on 31 January 2019.

23. There were no further discussions between the claimant and the respondent regarding the termination of his employment.

24. The claimant worked on to ensure an orderly hand-over and to assist with the year end audit which was taking place in January. On 28 January 2019, at 15.12 the claimant sent to Esther Jones an e-mail setting out a detailed handover note with "workload/tasks and where it has been delegated to (or suggestions)". (R36).

25. At 15.15, she responded, "Thanks let me look over this. Where are you going by the way?"

26. At 15.55, the claimant responded including the following: "As I stated to Sharron, all I did was ask how many days holiday I had so I could leave before 13 March and still get my bonus – so I could start to look for jobs and attend interviews as the pressure was suddenly on with Claire going and I

was clearly not being kept on – I did not resign (verbally or written). I never, ever said I was resigning. John has, effectively, dismissed me unfairly…."

27. The claimant did not raise a formal grievance because he had no confidence that it would be handled properly by John Murphy.

28. The claimant was paid in mid-February for 13 days of holiday.

29. The claimant subsequently obtained alternative employment at a higher salary. Although he had originally been due to start his new job in April, when he advised his new employers that his previous employment had terminated, they requested that he commence early in order to have a handover with the outgoing finance director. He commenced work with that company on 10 February 2019.

Claimant's submissions

30. Mr Dishon submitted that he had not resigned verbally or in writing. He acknowledged that he had used the words "had enough" and made reference to an "exit strategy". Patrick O'Donnell agreed in evidence that he had never said that he had resigned. He only asked about how many holidays that he had so that he could leave slightly earlier than 13 March because it had become clear that he was not getting kept on. He asked the question in that way because he had the contractual bonus in mind and was still expecting to get his termination bonus. He made it clear he had not resigned, and no-one came back to him about it, so he resigned himself to his fate.

31. He said that he had had enough because of the stress he was under and the failure to acknowledge the bullying culture. There was no point in going forward with a formal grievance.

32. Nor did anyone approach him to discuss the termination but merely accepted what he had said as a resignation, and he suspects that was because they thought it was an opportunity not to pay him his bonus.

Respondent's submissions

33. Mr Hardman relied on written submissions which he supplemented and adjusted in oral submissions. He set out the issues for the tribunal to determine, and the essential facts and conclusions. He submitted that the claimant's departure from work on 31 January 2019 was by prior arrangement between the parties. He did not make himself available for work thereafter. He was not asked to work thereafter. He was not offered pay thereafter. The contract was thus not completed. No completion bonus is due.

34. The issue of whether the claimant resigned or was dismissed is confused. However, it is clear that the claimant instigated the termination of his employment when he spoke to Sharron Lindsay, face to face, on 15 January 2019. Although Ms Lindsay does not give evidence before this Tribunal, there can be no doubt that she understood that to be the unequivocal position of the claimant. After receiving the e-mail from Mr Murphy, Ms Lindsay then told the claimant, at some point between then and her next e-mail timed at 13.23 that he could leave on 31 January. The claimant agreed he would leave on 31 January and that is borne out by what happened.

35. The evidence is clear that both understood when the contract would come to an end but that neither wanted it to reach its natural end. This is not a *Rigby v Ferado Ltd* ([1988] ICR 29 HL) type case where the claimant continued to work under protest.

36. Mr Hardman submitted that what Peter O'Donnell "surmised" was correct, that is that the claimant had changed his mind when he realised about the bonus. While this is a question of fact, he submitted that it made little difference to his submissions on the bonus issue.

37. While the claimant gave an explanation about why he did not lodge a grievance about his bullying and harassment concerns, there was no reason why he should not have lodged a grievance about the resignation point.

38. The claimant commenced alternative employment on 11 February 2019 at a higher salary. This means that his loss stops on that date.

39. Relying on *Sothern v Franks Charlesly & Co* 1981 WL 186837, Mr Hardman submitted that the use of the words "I wish to start my exit from the business

as soon as possible" is language which upon its true construction meant "I am resigning". But if the Tribunal takes the view that it is ambiguous, then the Tribunal must look at all the surrounding facts and circumstances. The evidence that he left willingly on 31 January without demur and without complaint points more to a resignation than a dismissal.

40. Alternatively, if the Tribunal concludes he was dismissed, dismissal takes effect on 31 January. The only failure is the failure to pay the notice period in full, since the respondent waived the requirement for him to work notice. Were he to have received the one month's notice due to him in terms of the contract, he should have been paid until 14 February 2019. Any damages due to him could be no more than the amount of his pay from 1 to 14 February, that is 14 days' pay, which amounts to £3260.32 gross, which should be paid under deduction from that amount of PAYE and NI. No payment of bonus, holiday pay or sickness pay is due.

41. If an award is made then it should be reduced by 25% because of the claimant's failure to lodge a grievance concerning this matter promptly (ACAS Code of Practice on Disciplinary and Grievance Procedures, para 4, TULR(C)A section 207A).

42. Further, any sum due should be reduced as a result of the mitigation of loss through alternative employment, since claims for damages in the employment tribunal under the extension jurisdiction are always subject to mitigation. As the claimant obtained employment, at a higher salary, commencing 11 February, his right to compensation stops on 10 February, and consequently he would be due compensation only for 10 days from 1 to 10 February.

Relevant law

43. Section 13 of the Employment Rights Act 1996, under the heading "right not to suffer unauthorised deductions, states that "An employer shall not make a deduction from wages of a worker employed by him unless – (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the workers contract, or (b) the worker has

previously signified in writing his agreement or consent to the making of the deduction".

44. Under the Employment Tribunals (Extension of Jurisdiction) (Scotland) Order 1994, section 3, it is provided that proceedings may be brought before an employment tribunal for the recovery of damages or other sum if the claim is one for damages for breach of contract and the claim arises or is outstanding on the termination of the employee's employment.

45. Under section 207A(3) of the Trade Union and Labour Relations (Consolidation) Act 1992, if it appears to the employment tribunal that (a) the claim to which the proceedings relate concerns a matter to which a relevant code of practice applies, (b) the employee has failed to comply with that code in relation to that matter, and (c) that failure was unreasonable, the employment tribunal may, if it considers it just and equitable in all the circumstances to do so, reduce any award it makes to the employee by no more than 25%.

46. That section applies to relevant proceedings listed in Schedule A2 and includes those under section 23 of the Employment Rights Act (unauthorised deductions and payments) and the Employment Tribunals Extension of Jurisdiction (Scotland) Order 1994 (breach of contract and termination).

Tribunal's observations, deliberations and decision

Observations on the witnesses and the evidence

47. I found Mr Dishon to be a completely honest and candid witness and accepted his evidence in its entirety. Indeed I formed the impression that he was a man of integrity. I also accepted the evidence of the respondent's witnesses, whom I also found to be credible.

48. There was in fact only one dispute on the facts in this case and that related to what Mr Dishon said to Ms Lindsay. However the Tribunal, for reasons which were not disclosed, did not hear evidence from Ms Lindsay. That meant that I only heard Mr Dishon's evidence about the conversation, and there was no first hand evidence to contradict it. Mr O'Donnell was clear that Ms Lindsay

said to him that Mr Dishon had resigned. I accepted that but I noted that there was a time lapse between the conversation on 15 January and her telling Mr O'Donnell on 16 January. During that time Ms Lindsay had been in touch with Mr Murphy. Mr Dishon's impression was that she may well have been doing Mr Murphy's bidding.

49. I accepted Mr Dishon's version. That is because I have found him to be an entirely credible and reliable witness. He admitted that he said he'd "had enough", and that he had referred to an "exit strategy".

50. While there was one factor pointing to a resignation (the fact that the claimant made no further challenge to the respondent's conclusion), there were a large number of factors which I considered pointed the other way. I thought that it was significant that in the e-mail from Ms Lindsay to Mr Murphy she had said "David has advised that he wishes to start his exit from the business as soon as possible". I thought that it was significant that she did not use the word "resign". Absent that word, as Mr Dishon himself noted, that sentence could be read in more than one way.

51. I thought it was significant too that Mr Murphy himself, in response, said "anyway he is employed by QPL so seems a bit circumvent way of telling us". This was precisely because the claimant was simply asking how many holidays he had left. He was not resigning and the communication was not with the human resources manager of the respondent themselves, but the claimant's "local" human resources manager.

52. As Mr Hardman said, there is no need for a witness to actually use the word "resign" in order for an action to be accepted as a resignation. While I accept that, I found it significant that it aligns with Mr Dishon's evidence in referring to "starting" his exit, and had he said that he was resigning, the simplest way of conveying that message to others was to use that word.

53. I thought that it was significant too that the original e-mail was headed "David", and not "resignation" which was the heading of the second e-mail a day later. I thought it significant that just over 1 hour after the e-mail headed

resignation was sent the claimant responded in unequivocal terms that "I haven't actually resigned".

54. The respondent's rationale, that Mr Dishon had changed his mind after speaking to Mr O'Donnell and realising that he would lose his termination bonus, proved not to be supported by the evidence because Mr O'Donnell was quite clear in his evidence that he had spoken to Mr Dishon after he had written that e-mail in which he makes reference to his completion bonus being triggered.

55. However and in any event, I did not find it at all plausible that the claimant, a chartered accountant, would have "forgotten" about a £5,000 termination bonus on a 10 month contract, and would not have factored that in when approaching Ms Lindsay regarding his early exit.

56. Further, I have found that the claimant was not aware of the "proposed" 31 January date until after the e-mail at 14.30. Had he been, I would have expected him to mention it. He candidly said he did not know when during the course of that day he had been informed, but he also said that he had a number of meetings with Mr O'Donnell that day, and these were confirmed to be after 14.30.

57. That, along with the other surrounding facts and circumstances, point to the claimant not having resigned. Those other facts and circumstances were the fact that he became aware he was not to be kept on, that he therefore needed time to look for a new job, that he was finding the environment and the work stressful, that he had only been able to take a few days holiday and had forsaken his summer holiday, that he therefore knew that he had around two weeks outstanding, and that he needed a rest before starting another job and that he needed time to look for a new job.

58. In fact, quite contrary to the rationale put forward by the respondent, I accepted Mr Dishon's submission that it was the respondent who had quickly worked out that if they treated his request for information as a resignation, then they would not require to pay the termination bonus. This is clear from the fact that when the claimant himself made it clear, less than 24 hours after

the conversation with Ms Lindsay, and just over one hour after it was suggested to him that he was resigning, that he was not resigning. It is therefore interesting to question why the respondent should not then simply accept that had not been his intention and allow him to work to 28 February (just one month more) in order to complete his contract as he intended. However, it suited the respondent to treat his request for information as a resignation and not to accept that there was simply a misunderstanding. Although Ms Jones had said that it was an inconvenience for her that the claimant had left early and that she had not wanted him to, I took this to be her personal position rather than that of the respondent. If it were such an inconvenience for the respondent, then Mr Murphy could simply have accepted the claimant's assertion that he had not in fact resigned.

59. It follows from these observations on the witnesses and the evidence that I accepted the evidence of Mr Dishon and I accepted that he had no intention of resigning on 15 January, and that he did not resign on that date, but his contract was terminated by the respondent.

Deliberations and decision

60. It is clearly significant in this case that I have accepted that the claimant did not resign, but rather that his contract was terminated early by the respondent. It does not however thereby follow from that finding in fact that the claimant is necessarily entirely successful in his claim for damages and/or unlawful deduction of wages.

61. While both a claim for unlawful deduction of wages and a breach of contract are mentioned in the ET1, I came to the view that it was clear that this is a claim for breach of contract, and not wages. This is because this claim relates to notice pay and a termination bonus, and there is no claim for non-payment of outstanding wages (or holiday pay or sick pay).

62. I accepted in any event Mr Hardman's position that it made no difference to his argument, it having been established during the hearing that the provisions of section 207A apply in any event to both types of claims.

Notice pay

63. An action for damages is the only remedy available to an employee who relies on the jurisdiction of the employment tribunal to pursue any breach of contract claim. The purpose of the award of damages is to put the innocent party into the position they would have been in had both parties performed their obligations under the contract. In this context, that requires a wrongfully dismissed employee to be compensated with an amount equivalent to that earned if his employment had not wrongfully terminated.

64. However, if the employer has the right to terminate the contract before the expiry of the fixed term, then damages are limited to the relevant notice period (*British Guiana Credit Corporation v Da Silva* 1965 1 WLR 248) which in this case is one month.

65. The fact that this case relates to a fixed term contract is beside the point, because of the clause permitting termination on notice. Indeed, I came to the view that that clause was very significant in this case. Absent that clause, then the contractual requirement would have been to pay the claimant to the end of the fixed term (i.e. to 13 March).

66. Here the breach is a failure to pay the full notice period. Where the contract is terminated with insufficient notice, the damages period represents the difference between the amount of notice the employee did receive (here 15 days, that is from 16 January to 31 January) and the amount of notice to which he was actually entitled (here one month, the outstanding sum due being 15 days, that is for the period from 1 to 15 February).

67. Mr Hardman calculates that the claimant would be entitled of £232.88 per day gross ie £85,000 / 365. The claimant would therefore be entitled to a gross amount of 15 days' pay, that is 15 x £232.88, which is £3,493.20.

Mitigation of losses

68. However, from that sum falls to be deducted the sums which the claimant earned in respect of his new employment.

69. I accepted Mr Hardman's submission that any award of damages in breach of contract is subject to the duty to mitigate, and therefore any salary earned must be deducted from the award of damages. I accept too that the duty also applies in a wrongful dismissal case such as this during the statutory notice period (*Westwood v Secretary of State for Employment* 1985 ICR 209 HL).

70. In evidence, the claimant advised that he commenced alternative employment at a higher salary on 11 February. Those sums earned from that date fall to be deducted from any damages due. Accordingly the damages due are in respect of the period from 1 to 10 February, that is 10 days at a daily rate of £232.88 gross, namely £2,328.80. This is a gross figure which is subject to appropriate deductions for tax and national insurance.

Deduction for failure to follow code of practice

71. I accept that in principle the provisions of section 207A apply to this case. The claimant did not lodge a grievance, and therefore on the face of it he failed to comply with a relevant code in relation to the matter.

72. However the ultimate question is not whether he failed to comply with the code of practice, but whether that failure was reasonable.

73. After careful consideration, I have concluded that on the facts of this particular case the failure was reasonable.

74. I have found that the claimant did not in fact resign. The respondent chose to treat his enquiry about holiday pay as a resignation because it suited their ends. The claimant had made it clear that he had not intended to resign, but the respondent pressed ahead, choosing to interpret his actions as a resignation, and setting a date for termination of the contract.

75. In such circumstances, I accepted Mr Dishon's submission that there would have been no value in lodging a grievance. On the facts of this case, I take the view that the respondent's actions indicate that they would not have dealt with that grievance in good faith. This was not least because although the respondent claimed that it was an inconvenience to them that the claimant wanted to leave before completing the contract, they had the opportunity to

accept his assertion that he did not intend to resign, in which case he would have worked through February. The respondent had the opportunity to avail themselves of the claimant's services but did not.

76. Where I have found that the respondent responded in the way that it did to the claimant's protestations, I find that the claimant's failure to lodge a grievance was not unreasonable.

Termination bonus

77. There is in addition the question of how the termination bonus should be dealt with. I took the view that this question turned on the correct construction of the contract.

78. In response to the request for further submissions on this matter, the claimant stated that in his opinion the contract clause was ambiguous. He stated that his expectation when signing it was that "I would complete the contract when Quattro deemed that I had completed it – no later than 13 March 2019", that he would be working until 13 March 2019 at the latest and that "if Quattro decided that I had finished my contract early, then I would leave early, but still be paid my contractual bonus as the contract had been completed".

79. On the question of contra proferentum, he argued that since the clause was ambiguous, it should be interpreted against the respondent who drew up the contract and inserted this clause.

80. In response to the query, Mr Hardman made reference to the case of *Investors Compensation Scheme Ltd v West Bromwich Building Society* [1998] 1 All ER 98 regarding the law governing construction of a contract. He suggested that there was little evidence of "background knowledge" which would assist in construing the contract in this case. However, he submitted that assistance in construing the word "completion" could be gained from the statement of main terms of employment, which was signed by both parties, and which provided that it would terminate on 13 March 2019 "unless terminated on an earlier date in accordance with the terms of this agreement". He confirmed that both parties had during the hearing agreed that their common intention was that "upon completion of the contract" was to mean

"upon 13th March 2019". Thus neither party asserted that "completion" should be construed as anything other than 13 March 2019.

81. He argued that hat construction is consistent with the phrase "fixed term" in the contract, and the explanation for proposing a period of employment of 10 months. The claimant did not suggest he left because of any fundamental breach of contract, or that he left his employment "under protest". The claimant's departure on 31 January 2019 was by prior arrangement between the parties.

82. On the question of contra proferentum, Mr Hardman submitted that the rule is intended to apply where parties are not contracting on an equal footing which is not the case here where they agreed to the termination date and only applies where there is an ambiguity, which neither party has argued here in respect of the word "completion".

83. I have given careful consideration to these further submissions and I have come to the conclusion that the phrase "completion of the contract", although not a term of art in contract law, is in fact clear and not ambiguous as it is used in this case. The claimant's evidence was that he understood the term to mean that he would be paid the bonus on 13 March if he worked until that date, which he had expected to do. I accepted Mr Hardman's submission that both parties had intended that the bonus should be paid if the claimant worked up until 13 March in terms of the contract.

84. Further and in any event, the contract includes a clause allowing for early termination, even although it is a fixed term contract. This means that parties must have contemplated that possibility when considering and signing the contract. The contract states that the respondent could terminate the contract early by giving one month's notice, and the claimant could terminate the contract early by giving three months' notice. That clause would operate throughout the term of the contract. While in this case it seems unfair that, through the respondent's actions, the claimant could be deprived of the termination bonus, the contract contemplates the possibility of it being terminated after one (or perhaps more realistically after around two) months,

when an argument that the termination bonus should not be paid would not have the same impression of unfairness.

85. In these circumstances, and on the proper construction of the contract, the claimant is not entitled to damages in respect of the termination bonus.

Conclusion

86. The respondent having terminated the contract in breach, specifically in respect of the failure to pay sufficient notice, the claimant is entitled to the balance of notice due, taking account of mitigation of losses, that is the sum £2,328.80 gross (from which appropriate tax and national insurance should be deducted). The contract having terminated before 13 March no termination bonus is payable.

M Robison
Employment Judge

19 September 2019
Date of Judgment

Entered in Register
and sent to Parties **10 October 2019**