



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs A J Hickman

**Respondent:** Mr Paul McDermott t/a Barry's Barbers

**Heard at:** Manchester via CVP

**On:** 17 February 2021

**Before:** Employment Judge Sharkett  
(sitting alone)

## REPRESENTATION:

**Claimant:** In person

**Respondent:** No Appearance

## JUDGMENT

1. The claimant was wrongfully dismissed.
2. The claimant's claim for breach of contract (notice pay) is well founded and succeeds.
3. The respondent is ordered to pay the claimant the sum of £240 representing three days' net pay.

## REASONS

1. The claimant brings a claim for wrongful dismissal. It is her claim that the respondent ended her employment three days earlier than had been agreed, in circumstances where he was not entitled to do so.
2. This case had originally been listed for Hearing on 15 May 2020 but was postponed by the Tribunal by reason of the global pandemic. The Hearing was relisted for 28 August 2020 but postponed at short notice at the respondent's request. The respondent had applied for a further postponement of today's Hearing due to his own ill health, explaining that he was awaiting a result of a Covid test he had undertaken on 16 February 2021. The application was refused on two occasions, the first by Employment Judge Batten and the second by Employment Judge Ainscough. A further application has been put before me following a telephone call from someone by the name of Kay on behalf of the Respondent.
3. In deciding to refuse the application I have had regard to the history of this case and the late application for postponement by the respondent on the last occasion. Whilst I acknowledge that it is perhaps difficult to obtain medical

evidence in the current situation I am mindful of the fact that participation in this Hearing is via remote access. The respondent was informed that I would consider his further application at the start of this Hearing and he was invited to send someone in his stead if he did not feel well enough to do so. He had sent an email to the Tribunal explaining that he was the only person who could attend as he was the owner/manager.

4. The claimant objected to the respondent's application and explained that the explanation given by the respondent was not correct, whilst he was the owner of Barry's Barbers he did not work there and it was a Ms Kay Hunter who was the manager and also the Respondent's partner. The claimant also explained how she had never met the Respondent during the time that she worked there and that all dealings were through the manager Ms Hunter. It is quite clear from the text exchanges between Ms Hunter and the claimant that it was Ms Hunter the claimant communicated with. I have been told of no reason why Ms Hunter could not have attended to explain the respondent's situation or give evidence on behalf of him today. In the circumstances I was satisfied that a fair hearing could take place based on the documentary evidence before me and that the overriding objective would be met by proceeding today.

### **Findings of Fact**

5. Having considered all the evidence both oral and documentary I make the following findings of fact on the balance of probabilities. The claimant started work for the respondent in August 2019. She was entitled to one week's notice under s86 Employment Rights Act 1996. On 16 January 2020 she notified Ms Hunter that she intended to leave and go to work elsewhere. It is the respondent's case that the termination of her employment on 23<sup>rd</sup> January 2020 was not in breach of her right to one week's notice because that was one week after the claimant served notice on the respondent. It is the claimant's case that her notice period was varied when she agreed to work until 27 January 2020 at the request of Ms Hunter and that in terminating her employment before that date the respondent breached her right to notice period agreed.
6. The documentary evidence in the form of text exchanges show that there was an agreement that the claimant's last working day would be 27 January 2020, that is when her notice would expire. By terminating her notice on 23 January 2020 the respondent served counter-notice, ending her employment with only 24 hours' notice. It is the claimant's case that the respondent took this step when he discovered who she was intending to go to work for, and this again is evidenced by the documentary evidence before me. The respondent has failed to offer any explanation in response to the documentary evidence disclosed by the claimant either in the ET3, or by providing a written witness statement to put before this Tribunal today. In the circumstances I prefer the explanation put forward by the claimant because it is supported by documentary evidence that has not been disputed by the respondent.
7. The claimant's employment was terminated in breach of the agreement reached with the manager of the respondent. The respondent is Ordered to pay to the claimant the sum of £240 representing the nett sum of three days pay which is the number of days the claimant has claimed as owing.

8. The Claimant's claim is well founded and succeeds.

Employment Judge Sharkett  
Date: 17 February 2021

JUDGMENT SENT TO THE PARTIES ON  
19 February 2021

FOR THE TRIBUNAL OFFICE

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: 2402159/2020  
Mrs A Hickman v Mr Paul McDermott t/a Barry's Barbers

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 19 February 2021

"the calculation day" is: 20 February 2021

"the stipulated rate of interest" is: **8%**

MR S ARTINGSTALL  
For the Employment Tribunal Office

## INTEREST ON TRIBUNAL AWARDS

### ***GUIDANCE NOTE***

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at [www.gov.uk/government/collections/employment-tribunal-forms](http://www.gov.uk/government/collections/employment-tribunal-forms)

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.