



## EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No: 4100397/2020 Hearing by CVP at Edinburgh on 3 September 2020

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Employment Judge: M A Macleod  
Tribunal Member: L Grime  
Tribunal Member: C Buon

Mr Terry Ryan

Claimant  
In Person

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Gambrinus Scotland Limited

Respondent  
Represented by  
Ms N Aslam  
Director

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### **JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

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The unanimous Judgment of the Employment Tribunal is that:

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1. The claimant's claim of unfair dismissal succeeds;
2. The claimant's compensation is reduced by 75% owing to his contributory conduct;
3. The claimant's claim for notice pay succeeds;
4. The claimant has not effectually presented a claim for failure to provide a written statement of reasons for dismissal and accordingly this claim fails;
5. The claimant's claim for pay in respect of annual leave accrued but untaken as at the date of dismissal succeeds; and
6. The respondent is therefore ordered to pay to the claimant the total sum of **Two Thousand Five Hundred and Forty Eight Pounds and Seventy Five Pence (£2,548.75).**

## REASONS

- 5 1. The claimant presented a claim to the Employment Tribunal on 21 January 2020 in which he set out a number of complaints in relation to his employment with the respondent and its termination.
2. The respondent submitted an ET3 in which they resisted the claimant's claims, and denied that he had been unfairly dismissed.
- 10 3. A Hearing was listed to take place on 3 and 4 September 2020 by Cloud Video Platform (CVP). The claimant appeared on his own behalf, and Ms Aslam, the respondent's director and owner, appeared for the respondent.
4. Parties presented some documents to the Tribunal, and both the claimant and Ms Aslam gave evidence.
- 15 5. Based on the evidence led and information provided, the Tribunal was able to find the following facts admitted or proved.

### **Findings in Fact**

6. The claimant, whose date of birth is 20 September 1973, commenced employment with the respondent as store manager in 2017. The claimant  
20 said that he started working for the respondent on 1 May 2017, according to his personal records, but the respondent's evidence was that he commenced employment in July 2017. The Tribunal is unable to reconcile this disparity in the absence of any further evidence, but it has no effect on the claimant's right to claim unfair dismissal or upon the length of service to  
25 be taken into account.
7. The respondent runs a store called Top Cellar, at 27 to 29 Easter Road, Edinburgh. Ms Aslam is the sole director and owner of the business. Her sister assisted her during 2017 in the running of the shop, and it was her sister who employed the claimant when the need for a manager became  
30 clear.

8. The shop sells alcohol, and in particular specialises in craft beers. It does not sell groceries or other items.
9. Ms Aslam returned to control of the business in March 2018, having taken a period of time away to have a baby.
- 5 10. The claimant and Ms Aslam established a good working relationship at first. Ms Aslam attended the shop on approximately three days each week, typically. The claimant was employed to work 30 hours per week, at the rate of £8.50 per hour. Although the claimant asserted in his ET1 that he worked longer hours than 30, and in his evidence that his average hours were often greater than 30 per week, the Tribunal was shown a letter,  
10 produced by the claimant, written by Ms Aslam to the claimant's landlord, in which she confirmed that at that time he worked 30 hours a week at £8 an hour. Given that the claimant does not appear to have disputed this statement either at the time or subsequently, and that there is no contract of employment in writing available to the Tribunal (since none was given by  
15 the respondent to the claimant), the Tribunal has accepted that at the time of termination of employment the claimant was contracted to work 30 hours per week at the rate of £8.50 per hour.
- 20 11. The arrangement in place for the claimant's pay was unusual. The claimant would calculate, at the end of each working day, how many hours he had worked, and then simply take a sum equivalent to the calculated amount in cash from the till in the store. He would leave a note for Ms Aslam to confirm on each occasion how much he took from the till. No other records were kept by the respondent or indeed by the claimant.
- 25 12. The other employees in the business were a man named Robert (his surname was not given to us in evidence) and a woman named Natasha, who was employed by the respondent in August 2019, given the level of business which they were experiencing at that time, and which they expected as they approached Christmas.
- 30 13. On Monday 2 December 2019, Ms Aslam attended the store to speak to the claimant towards the end of the day. The claimant and Robert had been

working in the store over the weekend, and Ms Aslam was very concerned to see the state of the shop following the weekend. She said that “the whole shop was a mess”. She said that the stock was a mess, and that nothing had been done to restock shelves; the kitchen sink and toilet in the rear of the shop had been left in an unhygienic state, and she required to clean up spillages of both alcohol and broken glass from the store at the rear of the shop.

14. Ms Aslam was very upset and concerned about this. As she said to the Tribunal, this shop represents her livelihood and it was important to her to ensure that the shelves were appropriately stocked and the private areas of the shop were clean and safe. She had spoken to the claimant on a number of occasions informally about the issues with stock and cleanliness, and felt that business was suffering as a result of the way in which he was managing the shop.

15. The claimant said that he did not know what stock was in the shop because of the computer system, which did not allow the new stock to be scanned into the system in order to keep an accurate record of the stock available in the shop.

16. Ms Aslam told the claimant that she felt that he had betrayed her trust, and that she could not allow things to continue in the same way. She also made reference to an incident in October 2019 when she had witnessed the claimant on CCTV opening a bottle with a customer, and tasting it himself and allowing the customer to taste it. She was very concerned about this, as it contravened the shop’s licence and could lead to great difficulties for the business.

17. As a result, she said to the claimant that she was “letting him go” because of his drinking on the premises, and because of the condition of the shop. She advised him that he would receive two weeks’ notice pay, and that he was dismissed for misconduct. She had the impression that he was shocked that she had had the courage to confront him about this. The

claimant's evidence was that he was shocked that the respondent had taken such a decision and informed him about it without any warning.

5 18. Ms Aslam was very concerned about what she considered to be the failures of the claimant to record stock incoming and outgoing, as it meant that there was no proper inventory of the stock in the shop. The claimant complained that the computer system was antiquated, and meant that if any stock were to be logged into the system, it would need to be done manually as opposed to scanning the bar codes on the stock to register on the system.

10 19. She was also concerned that money was going missing from the till, and she had been advised that the claimant was smelling of alcohol on occasions (though she never witnessed this herself).

15 20. The claimant left the shop. The respondent did not follow up the verbal discussion by writing to the claimant confirming his dismissal or the reasons for it. Ms Aslam told the claimant that he could work until the end of the week, and that she would then provide him with pay until then, together with two weeks' notice pay. However, on 3 December, having reflected on the matter, Ms Aslam texted the claimant to advise him not to return to work but to attend, when he could, in order to collect his pay, including notice pay.

20 21. The following Monday, 9 December 2019, the claimant received the sum of £139 in cash from the respondent. He received no further payments from her.

25 22. He subsequently submitted a letter of appeal against his dismissal to the respondent, having sought the advice of ACAS. The respondent did not reply to the letter of appeal, and did not arrange a meeting to hear the appeal. No decision was taken and no further communication took place on the appeal between the parties. Ms Aslam had never been in such a situation before.

30 23. The claimant said that she had sought advice from the solicitor whom she instructed to deal with licensing matters. Her evidence was that the solicitor advised her that the claimant's actions, in drinking alcohol on the premises

with a customer, was a breach of the shop's licence, and amounted to "automatic dismissal".

24. She said in evidence that she did not know that there should be an appeal hearing.

5 25. With regard to the claimant's holiday entitlement, he claims that he was due the entirety of his year's holiday to date, and with a pro rata figure being applied, he claims that he was due 25 days' holiday, none of which he had taken. He did take a week off during the year, in June 2019, to travel to see a family member, but his evidence was that that week was unpaid. The  
10 respondent's position was that he was due "about half of that".

26. No records were kept in the shop to demonstrate what leave was scheduled for the claimant or any other member of staff, and no system appears to have been in place to allow the respondent to understand when staff were absent from the shop on holiday.

15 27. The claimant accepted that the respondent had spoken to him about his consumption of alcohol on the premises some time before he was dismissed. He also accepted that the respondent had told him that the shop required to be cleaner, and that the stock had to be recorded on the computer system. He said before us that he accepted that some of the  
20 respondent's criticisms were justified, and that the shop should be looked after better. He explained that his partner and he had a dog which was unwell and that this had caused him and them considerable distress.

28. As for the weekend just before he was dismissed, the claimant said that the shop had been very busy, and that he had not been working on the Friday,  
25 which was a busy day partly because it was pay day for the staff. When he attended on the Saturday the shop was an "absolute mess", and this all had to be sorted out. It was also a "football shift", as there was a match scheduled to take place at the stadium close by in Easter Road, and before, during and after such matches the shop would be extremely busy, with  
30 frequent verbal and physical abuse directed at staff. It all added up to the perfect storm, as he put it.

29. With regard to the logging of items on the system, when boxes or bottles were scanned, they would appear as different items. Scanning was therefore unreliable and it was very time-consuming to enter stock on to the system manually. There were also items delivered which had no bar code, and therefore could not be entered on the system electronically.

30. The claimant accepted that from time to time he would be in the shop with no customers, and with considerable time on his hands. When that happened, he would spend time, he admitted, playing computer games on the computer at the front of the shop. He said that he would always attend to customers promptly.

31. Since his dismissal, the claimant has secured employment with The Action Group, working with autistic adults and persons with educational difficulties. He secured work a little over 11 weeks after his employment with the respondent ended.

### **Submissions**

32. Both parties being unrepresented, they chose not to make any formal submissions to the Tribunal other than to ask us to find in their favour.

### **The Issues**

33. This is a claim in which the complaint is not very fully pled by the claimant. This is understandable, since he is not a qualified solicitor and therefore cannot be expected to present a claim to such a standard.

34. The complaints which we have established have been made are:

- That the claimant was unfairly dismissed by the respondent;
- That the claimant was unlawfully deprived of two weeks' notice pay on termination of employment; and
- That the claimant was unlawfully deprived of holiday pay.

35. The claim has also been registered by the Tribunal administration as one of failure to provide the claimant with a written statement of reasons for the termination of his employment. We will determine whether or not this is in fact part of the claim, and then address it.

5 36. Accordingly, taking the claim at its most straightforward, the issues for the Tribunal to determine are:

**1. Was the claimant unfairly dismissed by the respondent?**

10 **2. If so, what compensation should he be awarded? In particular, should any reduction in his compensation be made in respect of contributory conduct on his part?**

**3. Was the claimant unlawfully deprived of two weeks' notice pay on termination of his employment?**

15 **4. Was the claimant unlawfully deprived of pay in respect of annual leave accrued but untaken as at the date of termination of his employment?**

**5. If so, what award should be made to him?**

20 **6. Has the claimant presented a valid claim that the respondent failed to provide him with a written statement of reasons for the termination of his employment? If so, did the respondent so fail, and if they did, what award should be made to the claimant?**

### **Discussion and Decision**

37. Before dealing in detail with the merits it is appropriate for the Tribunal to comment on the evidence presented before us in this case.

25 38. There were many divergences between the evidence of the claimant and of Ms Aslam, though in the end, they turned out, in our view, to be relatively minor. Clearly they disagree as to the effect of their respective actions in this dispute, but the facts are relatively simple, especially in relation to the



claimant's dismissal. We found that both Ms Aslam and the claimant gave their evidence in a largely helpful and courteous manner.

39. We were confronted, however, with a great difficulty in reaching conclusions of fact in this case, as there was an absence of any relevant documentation which could have assisted us. There was:

- no contract of employment in existence, and no correspondence produced to assist us in establishing the terms and conditions of employment other than the respondent's letter to the claimant's landlord;
- no record was kept of the claimant's pay, and none was produced to us;
- no record was kept of the claimant's holidays, nor of his holiday entitlement;
- no information was presented to us as to the precise details of the respondent's reasons at the time of dismissal for taking the decision to terminate his employment; and
- no letter of dismissal was issued, nor produced, and we saw no letter of appeal by the claimant, though we were told that the claimant submitted one.

40. Responsibility for the absence of such records appears to us to fall somewhere between the parties. Clearly, the respondent is the owner of the shop, and ultimately has the responsibility to maintain records in relation to employees (and to the stock and accounts of the business). However, the respondent employed a manager of the shop, and it would appear to us that the manager, who in this case is the claimant, must have a degree of responsibility for the maintaining of records and systems in a retail context. We were troubled by the apparent lack of attention paid to these matters, and in passing wondered what any auditor may have made of the absence of records in these areas.

41. We do not consider that either of the witnesses actively sought to mislead us, but where there was a difference in the evidence between them, we preferred the evidence of Ms Aslam, whom we found to be entirely sincere in her evidence and anxious to convey the truth to us. The claimant was  
5 much less engaged in his evidence, and while that manifested itself in a willingness to admit that the shop was not always in the condition it should have been, he displayed a certain insouciance which suggested that he was unable to take full responsibility for this.

42. Having made these observations, we have sought to make findings as best  
10 we can, and thereby to reach conclusions on the issues with the evidence that is available to us.

43. We turned then to the issues before us.

**Was the claimant unfairly dismissed by the respondent?**

44. We note that it is not for us to express a view as to whether or not the  
15 claimant was guilty of misconduct such as to justify dismissal, but whether it was reasonable for the respondent to have concluded this, and whether they followed a fair procedure in so concluding.

45. Ms Aslam made clear to us that she had a genuine belief that the claimant was guilty of gross misconduct justifying his immediate dismissal.

20 46. The question then for us is to determine whether or not she had reasonable grounds upon which to base such a genuine belief. The evidence on this was largely oral, and not substantiated by any documents, but we accepted that Ms Aslam had some basis for her belief that the claimant had been guilty of misconduct.

25 47. She was particularly concerned about the state of the shop when she came in on that Monday, following a weekend and day when the claimant was responsible for the shop. She described the store at the back of the shop, and the kitchen and toilet areas, as having been in a very dirty and untidy state, with broken glass on the floor and the kitchen and toilet in a very  
30 unsavoury mess. She said that the stock on the shelves was also sparse,

and that she was surprised to see how little stock appeared. She was upset at the way in which the claimant had left matters, particularly as she had previously spoken to him about the way in which he was managing the shop.

5 48. The claimant in his evidence before us did not dispute that the shop was in an unsatisfactory state, and did not deny the respondent's assertions.

49. The claimant did deny that he had been inappropriately drinking alcohol on duty, suggesting that he had been given permission to open bottles with customers by Ms Aslam's husband. There had been, however, a prior  
10 incident, in the October, when Ms Aslam had noted CCTV footage of the claimant opening a bottle with a customer and sharing the contents with him. That was rather different to the suggestion which the claimant made, in which he portrayed the opening of bottles to allow customers to taste the merchandise. Plainly, the respondent was especially concerned that the  
15 claimant had actually drunk alcohol on duty himself, and when that was raised with him, he did not deny it.

50. We also heard evidence about the failure of the claimant to record and maintain the stock within the shop in the computer system there. Maintaining good records of stock is, in our judgment, a basic requirement  
20 of the claimant's role as shop manager. His explanation for the failures in record-keeping was, firstly, that the computer system was so slow and inadequate that it was impossible to log the stock coming in on the system, and secondly, that there was insufficient time for him to log the stock manually on the system.

25 51. We were unpersuaded by this explanation, and understood why the respondent found it unconvincing. The claimant was asked, in evidence, about concerns raised by customers that he was playing computer games while they came in. He said that while there were long periods during which no customers would appear, he would play games on the computer in order  
30 to occupy his time. It seemed to us obvious that while such long quiet periods were passing, he could have used the time to enter the new stock

manually on to the system. He was the store manager; it was his responsibility to do so.

52. We were able, subject to the difficulties we experienced with the evidence as noted above, to find that there may have been some basis for the respondent's belief that the claimant was guilty of misconduct in his management of the shop.

53. We considered the circumstances in which the claimant was informed that he had been dismissed by the respondent, and concluded as follows:

- 10 • Ms Aslam asked to speak to the claimant at 5pm in the shop, at the end of his shift, without any advance warning that the discussion would relate to his dismissal or indeed any disciplinary action against him;
- 15 • The claimant was given no opportunity to have a representative or friend accompanying him to the meeting, and was unaware that there may be any formal purpose to the meeting at all;
- 20 • Ms Aslam gave a brief explanation to the claimant about the ways in which she considered that his conduct had been unsatisfactory, told him that it could not go on, and advised him that his employment was being terminated. Although she invited him to continue working until the end of that week, she subsequently told him not to return to the shop other than to collect his final pay;
- 25 • The claimant was not issued with a written statement informing him that his employment had been terminated, or giving him the reasons upon which such a decision had been taken;
- The claimant was not advised of his right to appeal against the decision;
- When the claimant did submit a letter of appeal (a copy of which we did not see but whose existence is not in doubt), it was, in effect, ignored by the respondent, who took no action upon it.

54. It is our conclusion that the respondent failed to follow a fair procedure, particularly in giving the claimant no warning that when she invited him to have a verbal discussion, his employment was about to be ended by her. There were no safeguards in place for the claimant to defend himself or be represented in order to put forward his case.

55. As a result, we have found that the claimant was unfairly dismissed by the respondent in this case.

56. The basis for our finding of unfair dismissal is that there was a complete failure by the respondent to follow a fair procedure in dismissing him.

10 **If so, what compensation should he be awarded? In particular, should any reduction in his compensation be made in respect of contributory conduct on his part?**

15 57. Before embarking on an assessment of the value of the claimant's claim, we consider whether or not any reduction should take place in relation to that award, on the basis that his conduct prior to dismissal was such as to be culpable and blameworthy, and therefore that he contributed or even caused his own dismissal.

20 58. We are of the view that it is just and equitable to reduce the claimant's compensation, both in relation to his basic and compensatory awards, owing to his contributory conduct.

25 59. The claimant was the store manager, and as such, bore the responsibility for the day-to-day running of the store. The respondent Ms Aslam, albeit the owner and sole director of the business, attended the shop perhaps three times a week, and employed the claimant for the sole purpose of managing the store on her behalf.

60. The claimant, on the evidence, and by his own admission, failed to maintain the store in a satisfactory manner in that:

- He failed to ensure that shelves were appropriately restocked after busy periods and in particular was found on 26 November to have failed to stock the shelves adequately;
- 5 • He failed to maintain the stock room, kitchen and bathroom in an acceptable state, for no good reason;
- He allowed broken glass to be left on the stock room floor over the weekend without ensuring that steps were taken to tidy it up, as a health and safety hazard;
- 10 • He failed to maintain the process of recording the stock when it arrived in the shop on the computer system, thus leaving the business exposed since it was unclear what stock was available in the shop at any given time;
- 15 • He allowed a customer on at least one occasion to share a bottle of alcohol with him on the premises, in breach of the licence held by the respondent.

61. We accepted the evidence of Ms Aslam that all of these concerns were genuine on her part, and justified. The claimant accepted that some of these concerns were indeed justified, a concession which was not unhelpful to the Tribunal.

20 62. However, the absence of a process being followed, of any correspondence documenting the claimant's failures, of any warnings being given to him in any formal sense and of any clarity as to the extent to which each or all of these matters led to the claimant's dismissal means that while we are persuaded that the claimant's conduct was culpable and blameworthy, and  
25 contributed significantly to his own dismissal, we are unable to find that he caused his own dismissal alone.

63. It is therefore just and equitable in our judgment to reduce the claimant's compensation by 75%, to take into account the failures for which he was responsible as store manager, but allowing him to retain a proportion of that

compensation to take into account the fact that he was dismissed unfairly, without warning and without the opportunity to explain and mitigate his actions. The dismissal of the claimant was, in our judgment, quite unfair, and he should receive some compensation for that.

5 64. Accordingly, we then looked to calculate the losses for which compensation was due to the claimant due to his dismissal.

65. With regard to the claimant's basic award, we required to determine, firstly, what his weekly pay was, while in employment. This caused us some difficulty. The claimant's evidence was that he often worked more than 30  
10 hours per week, but that he kept no records of the exact hours worked (or at least produced none to the Tribunal). He took his pay from the cash register in the shop at the end of each day, but nowhere is there any record of how much he took on a daily basis. Leaving aside the accounting uncertainties which such a practice causes, we were unable to make any  
15 positive findings in fact about the claimant's hours and pay from his own evidence.

66. Ms Aslam said that the claimant received £8.50 per hour for 30 hours per week. This is higher than was noted in the letter she wrote to the claimant's landlord, but we were, in that light, prepared to accept that the claimant's  
20 weekly wage was therefore £255.

67. The claimant was employed for two completed years' continuous service. As at the date of dismissal, the claimant was aged 46. In terms of section 119(2) of the Employment Rights Act 1996, the claimant is therefore entitled to one and a half weeks' pay in respect of each completed year of  
25 employment, since he was not below the age of 41 during his employment. Accordingly, the claimant is entitled to receive a basic award of  $2 \times 1.5 \times$  £255, which amounts to £765.

68. However, that sum is to be reduced, in line with section 122(2) of the 1996 Act, by 75%, on the basis that we consider that it is just and equitable to  
30 reduce his basic award owing to his conduct leading to dismissal.

69. The claimant is therefore entitled to a basic award of **£765 - £573.75, amounting to £191.25.**

70. We turned then to consider the compensatory award which is due to the claimant. Firstly, we consider that an award for loss of statutory rights of £250 is just and equitable in these circumstances.

71. Secondly, we consider that the claimant has made reasonable efforts to identify and secure alternative employment in order to mitigate his losses, and that, taking into account when he obtained that alternative employment, it is just and equitable to award him 8 weeks' wage loss following his dismissal. 8 weeks at £255 a week amounts to £2,040.

72. The claimant's compensatory award is therefore £2,290. In light of our finding, in terms of section 123 of the 1996 Act, that the claimant's conduct leading to his dismissal was culpable and blameworthy, and contributed to his own dismissal to a significant extent, that figure is to be reduced by 75%. 75% of £2,290 is £1,717.50.

73. It is our finding, therefore, that the respondent must pay to the claimant the sum of **£572.50** by way of a compensatory award.

74. The total sum payable in respect of the claimant's unfair dismissal is therefore **£763.75.**

**Was the claimant unlawfully deprived of two weeks' notice pay on termination of his employment?**

75. The claimant was summarily dismissed by the respondent. The only payment which was received by him from the respondent following dismissal was a cash sum placed in an envelope and handed to him when he returned to the shop during the course of his final week. That sum was not specified by the respondent, though she maintained that it encompassed his notice pay as well as his wages in respect of that final week of employment. The claimant said that all that the envelope contained was £139 in cash. No explanation or breakdown of that sum was noted by the Tribunal.



76. The evidence on this matter was quite unsatisfactory, and very difficult for the Tribunal to understand.

77. Our view, however, is that the respondent has not demonstrated to our satisfaction that the claimant was paid any notice pay at all. The respondent may argue (though she did not before us) that since he was dismissed for misconduct, or gross misconduct, he would not be entitled to notice pay.

78. We have come to the conclusion, therefore, that the claimant was summarily dismissed in circumstances which did not justify such a decision. The respondent did not seem to intend this outcome, as she told the claimant on dismissal that he would receive two weeks' notice pay. This was never paid to the claimant, on the evidence before us.

79. Accordingly, the respondent must pay to the claimant the sum of **£510**, amounting to two weeks' pay, in respect of notice pay which he was due but not paid.

**Was the claimant unlawfully deprived of pay in respect of annual leave accrued but untaken as at the date of termination of his employment?**

**If so, what award should be made to him?**

80. We take these two issues together. As we have already indicated, the evidence about this matter is quite unclear, owing to the absence of any records maintained by the business or on its behalf by the claimant.

81. The claimant accepts that he took a week's leave in June 2019 to visit family, but maintains that that was unpaid. The respondent accepts that the claimant is due some holiday, but is simply unable to say how much holiday he has had. She says that he received a week's annual leave in June 2019, and she understood that to have been paid. However, the pay arrangements in the shop were outwith her direct knowledge and control, and our conclusion is that the respondent simply cannot know whether or not the claimant was paid for that week, because no records were kept by either of them.

82. The respondent does not seek to argue that the claimant was not otherwise due holidays, and does not appear to contest his submission that he was due 25 days', pro rata, for the holiday year to the date of his dismissal.

5 83. Despite being very unimpressed by the quality of evidence presented to us on this heading, we have reached the conclusion that the claimant is entitled to receive payment in respect of untaken annual leave for the year to the date of his dismissal, and in the absence of evidence from the respondent challenging his assertion, it is our judgment that the respondent must pay to the claimant the entirety of his annual leave entitlement for the  
10 year to the date of his dismissal, amounting to 25 days.

84. It is our understanding that the claimant worked 5 days each week. As a result, his daily wage was £51. The respondent is therefore ordered to pay to the claimant the sum of **£1,275** in respect of annual leave accrued but untaken as at the date of termination of his employment.

15 **Has the claimant presented a valid claim that the respondent failed to provide him with a written statement of reasons for the termination of his employment? If so, did the respondent so fail, and if they did, what award should be made to the claimant?**

20 85. The right to receive a written statement of reasons for the termination of the claimant's employment is enshrined in section 92 of the Employment Rights Act 1996. Section 92(2) provides that an employee's entitlement arises (with certain exceptions which do not apply here) where the employee has made a request for a written statement of reasons, either orally or in writing, and has not been provided with a response within 14 days.

25 86. There is no evidence in this case that the claimant specifically requested a written statement of reasons for dismissal. He did, apparently, submit an appeal, but we have no evidence before us as to what that appeal contained.

87. In any event, we are not persuaded that the claimant has submitted such a claim in his claim form to this Tribunal. Although it was registered as such by the Tribunal administration, it is not clearly stated by the claimant.

5 88. Accordingly, we are not prepared to make an award to the claimant in this regard.

### **Conclusion**

89. We have therefore found that the claimant's claims succeed in part, and that the respondent, as a result, is ordered to pay to him the sum of **£2,548.75**.

10 Employment Judge: Murdo Macleod  
Date of Judgment: 30 September 2020  
Entered in register: 01 October 2020  
and copied to parties