



THE EMPLOYMENT TRIBUNALS

Claimant: Mr J Hamilton

First Respondent: Barrier-Ex Limited

Second Respondent: Secretary of State for Business Innovation & Skills

Heard at: Newcastle upon Tyne Hearing Centre

On: Wednesday 21st July 2021

Before: Employment Judge Johnson

Representation:

Claimant: In Person

First Respondent: No attendance no appearance

Second Respondent: No attendance no appearance

JUDGMENT

1. All the claimant's claims against the Secretary of State for Business Innovation and Skills are dismissed upon withdrawal by the claimant.
2. The claimant's complaint against the first respondent of failure to make redundancy payment is dismissed upon withdrawal by the claimant.
3. The claimant's complaint against the first respondent of unfair dismissal is dismissed upon withdrawal by the claimant.
4. The claimant's complaint against the first respondent of breach of contract is well-founded and succeeds. The first respondent is ordered to pay to the claimant compensation for breach of contract in the sum of £25,000.

REASONS

1. The claimant was employed by the first respondent from 7th July 2016 until his dismissal for reasons of redundancy on 21st July 2020. The claimant had been employed as a lead electrical engineer.

2. The claimant entered into a formal contract of employment with the first respondent, which is dated 19th March 2018. Paragraph 14.2 of that contract states that the first respondent was required to give to the claimant six months written notice of termination of employment, inclusive of six months full salary as per the most recent payslip at point of termination. The claimant was entitled to pay in lieu of notice as at the date of dismissal in the sum of £13,278.24, being six months salary at £2,213.04. The claimant has received £1,551.20 from the Secretary of State and the balance due to the claimant for unpaid notice pay is therefore £11,727.04.
3. By virtue of paragraph 6.2 of that contract, the first respondent was obliged to provide to the claimant training credits with a value of £10,000 per annum for every completed year of employment. Paragraph 6.2 goes on to state that if the employee leaves the company, has their employment terminated or is made redundant during the first five years of employment, the company shall settle the remaining training credits not yet fulfilled during the course of the employment by providing the remaining value in a lump sum in agreement with the employee. This shall be payable to the employee within three months of their departure from the company.
4. The claimant today confirmed under oath that he was owed training credits in the sum of £38,392 as at the effective date of termination of his contract. The first respondent is contractually liable to refund that sum to the claimant.
5. By virtue of the Employment Tribunals Act 1996 and the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994, the maximum amount that a tribunal can award for a breach of contract claim is £25,000 (Article 10). Whilst the first respondent is contractually obliged to pay to the claimant the sum of £50,119.04 (£38,392 plus £11,727.04), the sum which the tribunal may order the first respondent to pay to the claimant is limited to £25,000.
6. The first respondent is ordered to pay to the claimant compensation for breach of contract in the sum of £25,000.

AUTHORISED BY EMPLOYMENT JUDGE JOHNSON

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON 29 JULY 2021**

Public access to employment tribunal decisions

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