



EMPLOYMENT TRIBUNALS

Claimant

Respondent

v

Mr Inge Larsen

Doormatic Limited

Heard at: Watford by CVP

On: 9 August 2021

Before: Employment Judge Alliott (sitting alone)

Appearances

For the Claimant: In person

For the Respondent: Mr Simon Hoyle (Consultant)

COVID-19 Statement on behalf of Sir Keith Lindblom, Senior President of Tribunals

“This has been a remote hearing not objected to by the parties. The form of remote hearing was CVP. A face to face hearing was not held because it was not practicable and no-one requested the same.”

JUDGMENT

The judgment of the tribunal is that:-

1. The claimant’s claim for breach of contract is well founded and the respondent is ordered to pay him the gross sum of £1,915.96.

REASONS

1. The claimant was employed on 6 January 2020. The claimant was summarily dismissed on 20 January 2020.
2. The claimant was paid to 17 January 2020. The respondent’s justification for not paying the claimant until the date of dismissal on 20 January is that he was dismissed first thing and did not work on that day. I reject that argument. The claimant was salaried and I find that he was entitled to be paid to the date of dismissal on 20 January 2020.

3. The claimant had a written contract of employment. Clause 1 provided as follows:-

“Your salesman employment with Doormatic Limited began on TBC – January 2020 and on completion of a DBS check.

This is subject to a 3 month trial period from start date.”

4. Clause 11 provided as follows:-

“11 Ending the employment

This employment is permanent subject to each party’s right to terminate in accordance with the terms of this statement.

...

We must give you 30 days notice if we want to end this employment.”

5. Clause 12 provides as follows:-

“12 Disciplinary procedure

It is company policy that the following procedure should be followed when an employee is being disciplined or dismissed. The procedure provides that in normal cases a series of warnings will be given before discipline or dismissal is contemplated.”

6. The respondent’s case is that since the claimant had less than one-month employment, so he had no right to a statutory notice period. Alternatively, it is the respondent’s case that it was entitled to dismiss the claimant within the three month trial period and that during that time he only had a right to his statutory notice period and that the 30 day notice provision would only come into effect on successful conclusion of the three month trial period.
7. In my judgment, there is no basis for implying into this contract of employment a term to the effect that the claimant only had his statutory notice period rights during the three-month trial period. In my judgment, the contract is entirely clear and that from the very start of his employment the claimant was entitled to 30 days’ notice. Accordingly, I find that the claimant was entitled to be paid until 19 February 2020.
8. The claimant seeks to advance an argument that he had a contractual entitlement to be dealt with under the disciplinary procedure and that, as that procedure was likely to take some time, so he should be compensated for a period beyond the expiry of his notice period.
9. I find that on its wording the claimant did not have a contractual entitlement to be dealt with under the disciplinary procedure. The procedure is conditional in that the word “should” is used and it relates to “normal cases”. I find that the claimant did not have a contractual right to be dealt with under the disciplinary procedure. As such, this complaint fails.

Quantum

10. The claimant was paid £20,000 per annum. He is entitled to be paid for 33 days. By the time his notice period would have expired he would have worked for 44 days. The respondent's holiday year ran from 1 January and the holiday entitlement was 28 days. By my calculation in 44 days employment the claimant would have accrued a holiday entitlement of 3.37 days. He had taken no holiday.

$$20,000 \div 365 = \text{£}54.7945$$

$$54.5745 \times 33 = \text{£}1,808.22$$

$$3.37 \times 54.7945 = \text{£}184.66 \text{ less } \text{£}76.92 \text{ paid} = \text{£}107.74$$

Total damages: £1,915.96 gross

Employment Judge Alliot
25.08.2021

Date:

Sent to the parties on:2.09.2021.....
THY

.....
For the Tribunal Office