



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss Jennifer Habricot

**Respondent:** Spirol Industries Limited

**Heard at:** Reading **On: 23 August 2022**

**Before:** Employment Judge Gumbiti-Zimuto

**Appearances**  
**For the Claimants:** In person  
**For the Respondent:** Mr James Green, counsel

## JUDGMENT

The claimant's claims are not well founded and are dismissed.

### REASONS

1. In a claim form presented on 3 February 2022, the claimant presented claims of unfair dismissal, breach of contract, and unlawful deduction of wages. The claimant had been employed by the respondent for less than four months and does not have sufficient continuous service for a claim of ordinary unfair dismissal. The claimant is not making a claim for automatically unfair dismissal.
2. The claim for breach of contract and/or unlawful deduction of wages relates to an alleged failure to follow a redundancy process and underpayment of notice pay.
3. The claimant commenced her employment with the respondent as a bi-lingual HR Administrator on 21 June 2021. The claimant was entitled to one month's notice following the completion of her probationary period. The claimant's contract did not provide for any redundancy procedure.
4. On 19 October 2021 the claimant attended a meeting with Simon Ward, the respondent's Managing Director when she was informed that the respondent had decided to remove her role from the UK and her position was accordingly redundant. The claimant was told that her employment would be terminated with effect from that day and that she would receive a payment in lieu of notice processed in the next payroll.

5. The claimant wrote to the respondent's CEO that day, saying that her role had been made redundant and her contract had been wrongfully terminated. The claimant complained that she had not been given the right to be accompanied and alleged that the company had acted in breach of its legal obligations.
6. The claimant was informed in a letter dated 20 October 2021 and was informed that section 10 of the Employee Relations Act 1999 provides for a statutory right to be accompanied only in respect of disciplinary or grievance meetings, and that no such right exists for a redundancy meeting.
7. The claimant appealed against her dismissal on 24 October 2021. Her appeal was heard by Lynne McCann and rejected on 2 November 2021.
8. The claimant's dismissal occurred after the respondent had processed her ordinary payroll of £1,182.41 for the month of October. The respondent made a further payment of £664.87, intended to be the balance of the claimant's payment in lieu of notice, in her November payslip.
9. The claimant contested the respondent's calculation on 24 November 2021, the respondent accepted it had made an error and issued a further payslip in December for £163.71 in respect of the outstanding days.
10. Section 10 of the Employment Relations Act 1999 provides that a worker has the right to be accompanied at certain meetings by a trade union official or another of the employer's workers. Section 10(1) provides that this section applies where a worker "(a) is required or invited by his employer to attend a disciplinary or grievance hearing, and (b) reasonably requests to be accompanied at the hearing."
11. Section 11 of the Employment Relations Act 1999 provides that a worker may present a complaint to an employment tribunal in respect of a failure or threatened failure to comply with certain subsections of section 10.

### Conclusions

12. The claimant complains of a failure by the respondent to allow her to be accompanied and to hold consultation meetings in advance of her dismissal. There is no statutory entitlement to individual redundancy consultation meetings. The statutory right, in section 10, to be accompanied only applies to disciplinary or grievance hearings. The claimant says that there was no redundancy and therefore the meeting was not a redundancy meeting, however it is clear from the contemporaneous documents that the claimant's complaint relates to a redundancy meeting.

13. The claimant's breach of contract/unlawful deduction of wages claim relates to the breach of a contractual redundancy procedure, and an alleged failure to pay the claimant's notice pay in full.
14. The claimant's contract did not provide for any redundancy procedure. There was no breach of contract in the procedure followed by the respondent.
15. The dispute between the claimant and the respondent is about The parties appear to agree that C was owed a sum of slightly over £99.50. The claimant has set out her calculations at page 99 of the trial bundle.
16. The claimant accepts that she was paid as set out in the pay slips. I am of the view that the claimant has not sustained a deduction of wages. This is clear by considering the way that the claimant has set out the amount due to her up to 19 August 2021. The claimant claims £927.9 for 19 days work. In my view this is wrong and should in fact be £724.82. The claimant was not under paid but in fact appears to have been over paid. There is no deduction from wages. I arrived at the figure of £724.82 by taking a months pay (£1182.60) and divided it by 19 (days employed) over 31 (days for which the claimant was paid) to arrive at £724.82.
17. The claimant's claims have are not well founded and are dismissed.

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Employment Judge Gumbiti-Zimuto  
Date: 23 August 2022

Sent to the parties on: 8 September 2022

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For the Tribunals Office

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