



THE EMPLOYMENT TRIBUNALS

Claimant: Ms E Ghirmai

Respondent: Flight Centre (UK) Limited

JUDGMENT

The respondent's application dated 5 October 2020 for reconsideration of the judgment sent to the parties on 25 September 2020 is refused.

REASONS

1. The Claimant applied for a reconsideration of the judgment promulgated by Employment Judge Martin on 25 September 2020. There is no reasonable prospect of the original decision being varied or revoked and as a result the application is dismissed. All matters raised in the Claimant's application for a reconsideration were considered even if not specifically mentioned below.
2. The Claimant has cited procedural errors. These are rejected. The Tribunal dealt with the application for interim relief having established from the Claimant that only one of the two cases she presented had such an application. It was therefore proper to only consider this matter. Judge Martin considered all relevant matters in relation to the application for interim relief. The question was whether the Claimant's application had been brought in time. As it was determined that it had not been, there was no need to consider any other matters or documents. All documents relevant to the issue to be determined were considered. Other documents were not. The Tribunal did not consider any other aspect of the Claimant's case save for the issue of whether she had brought her claim in time as having determined it was out of time, nothing else was relevant.
3. The Claimant was properly informed of her right to ask for a reconsideration at the hearing and this did not affect the decision to reject her application for interim relief.
4. The Claimant goes on to ask for a reconsideration on various other matters. All these matters have been considered by Judge Martin who finds no merit in them. The effective date of termination is a statutory

concept and the relevant tests were applied to the facts of the Claimant's case. The letter terminating her contract is set out in paragraph 3 of the judgment. The finding is that the letter terminating the Claimant's contract of employment is very clear and that it terminated her employment with immediate effect.

5. Regarding the Case of *Société Générale v Geys* [2-12] UKSC 63, the Tribunal, having considered this again does not find that the Claimant's interpretation is correct. The Tribunal found that 16 April 2020 was the effective date of termination of the Claimant's employment. Her application was made on 12 May 2020. The time limit for presenting a claim for interim relief is 7 days from the effective date of termination of employment. There was no suggestion that she was unaware that her contract had been terminated by use of a payment in lieu of notice clause as was the case in *Geys*. The paragraphs of *Geys* referred to by the Claimant in her application for reconsideration relate to Mr Geys not knowing a payment in lieu of notice was being made. The Claimant understood this was happening as it is set out in the letter terminating her employment. The Claimant knew from this letter that her contract was being brought to an end, when it was intended to operate and how it was to operate - i.e. by a payment in lieu of notice.
6. The *Geys* case was concerned with common law concepts. The effective date of termination of employment is a statutory concept found in s97 Employment Rights Act 1996.
7. In all the circumstances the Claimant's application for a reconsideration has no reasonable prospect of success and is dismissed.

Employment Judge Martin
Date: 12 October 2020