



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr J Edgar

**Respondent:** Black Sheep Brewery Plc

**HELD by Cloud Video Platform (CVP)**

**ON: 28 February 2023**

**BEFORE: Employment Judge Shulman**

## REPRESENTATION:

**Claimant:** In person

**Respondent:** Mr M Patterson, Solicitor

# JUDGMENT

1. The claim for notice pay is dismissed there being no case to answer.
2. The claim for holiday pay is dismissed upon withdrawal by the claimant.

# REASONS

## 1. Claims

- 1.1. No notice pay.
- 1.2. No holiday pay.

## 2. Issues

The issues in this case relate to:

- 2.1. No notice pay - whether or not the claimant is entitled to notice pay.
- 2.2. No holiday pay - this claim was withdrawn during the hearing.

## 3. Matters occurring during the hearing

- 3.1. Having heard the evidence of the claimant it was clear that he was unable to demonstrate any right to notice pay.

- 3.2. The claimant having been paid more than he claimed for holiday pay withdrew his claim.
- 3.3. In the bundle at pages 58, 59 and 60 were three letters marked without prejudice. At the Tribunal's invitation the respondent withdrew those letters from the bundle.

**4. Facts**

The Tribunal having carefully reviewed all the claimant's evidence (both oral and documentary) before it, finds the following facts (proved on the balance of probabilities):

- 4.1. The claimant was employed by the respondent as group financial controller from 1 November 2022 until 21 January 2023, although he left the employment of the respondent on 22 November 2022' when his employment was terminated.
- 4.2. The claimant was employed by the respondent for a very short time. Things were clearly not working and that appears to have been the reason for termination.
- 4.3. At the termination meeting on 22 November 2022 the claimant said that the respondent agreed to the claimant leaving the respondent and being paid two months' notice.
- 4.4. That conflicted with the claimant's own evidence at which the respondent invited the claimant to carry on working for the notice period, which the claimant responded "Why would I want to work here for 2 months after what you've just said."
- 4.5. The respondent wrote a termination letter to the claimant dated 22 November 2022, about which the claimant he would have to continue to work on projects in line with his role for the notice period.
- 4.6. The letter made it clear that if the claimant wanted to leave with immediate effect he would not be paid his notice period.
- 4.7. The claimant decided that he did not wish to return to the respondent and claimed two months' pay in lieu of notice.
- 4.8. The claimant claimed six days holiday pay and on or about 25 January 2023 was paid eight days holiday pay.

**5. Determination of the issues**

(After listening to the factual and legal submissions made by and on behalf of the respective parties):

- 5.1. The claimant claims two months' pay in lieu of notice. The Tribunal invited the claimant to state why it was that he thought he was entitled to such a payment. The claimant either said that he had a contractual right to pay in lieu or notice or he was promised it.
- 5.2. There was no evidence called by the claimant or otherwise to substantiate a right to pay in lieu of notice or at all and having heard the claimant give evidence it was clear that there was no case to answer and the claim was dismissed.

- 5.3. The claim for holiday pay was dealt with on the basis that the claimant had already received the monies due and more and the claimant withdrew his claim and it was dismissed.

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**Employment Judge Shulman**

Date: 31 March 2023