



Case Number 2304189/2022 and 2300884/2023

EMPLOYMENT TRIBUNALS

Claimants: Ms M Alonso Bombin

Respondent: Mash Media Group Limited

RECORD OF A PRELIMINARY HEARING

Heard At - London South (By CVP) **On:** 17 October 2023

Before: Employment Judge Self

Appearances

For the Claimant: In Person

For the Respondent: No Attendance

JUDGMENT

1. The name of the Claimant is amended to Ms M Alonso Bombin.
2. Case Numbers 2304189/2022 and 2300884/2023 are joined to be heard together.
3. Case Number 2304189/2022 is dismissed because the Tribunal does not have jurisdiction to consider the same pursuant to 3(c) of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994.
4. The complaint of breach of contract in relation to notice pay is well-founded.
5. The Respondent shall pay the Claimant £2,084 as damages for breach of contract. The figure has been calculated using gross pay to reflect the likelihood that the Claimant will have to pay tax on it as Post Employment Pay.

WRITTEN REASONS

(As requested by the Respondent by letter on 24 October 2023)

1. On 19 November 2022 the Claimant brought a claim against the Respondent. Acas Early Conciliation had been undertaken and concluded between 13 September 2022 and 19 October 2022. In the Claim Form the Claimant indicated that she was seeking payment for:
 - a) 5.5 days in respect of annual leave;
 - b) 6 days she had been denied in relation to bank holidays under her contract
 - c) 1 day's pay in respect of a Sunday she had worked.

The Claimant asserted in that document that she wished to bring those claims as breach of her contract of employment and any such claim is subject to the **Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994**. At today's hearing the Claimant persisted in wishing to only bring those claims as breach of contract claims.

2. In that Claim Form the Claimant confirmed that she was still employed by the Respondent as at the date of the first. Claim Form being lodged.
3. A valid Response was lodged on 28 December 2022 denying the Claims. The matter was listed for a hearing on 17 April 2023 and the matter came before an Employment Judge and was postponed. The Claimant attended as did Mr Rennie the Respondent's Finance Director. Whilst I did not have the notes of that hearing to hand as they were not on the electronic file and for reasons, I am unable to explain there was no Order completed and sent out to the parties there is a file note to the administration that reads as follows:
4. ***"Outcome FMH 17.04.23: 1]. Adjourned ; a Linked Case identified with overlap of issues, meaning both cases should be dealt with together ; unable to proceed;2]. Case Management directions given to Parties [Bundles required; Witness Statement] ; 3]. To Consolidate Lead with 2nd File 2300884/2023: To Re-List - Time Est 2.Hrs [Readying for Final Listing as FMH]."***
5. From this I am satisfied that the April hearing was adjourned because the Judge became aware of a second Claim having been lodged by the Claimant and believed there was an overlap of issues and that they should be heard together. Both parties were in attendance and would have been aware of that. The Claimant who attended this hearing confirmed that was her understanding.

6. The second Claim (2300884/2023) had been lodged on 22 February 2023 and only sought notice pay in the sum of £2,084 being the one month's notice the Claimant asserted she was entitled to. The Respondent was due to respond to the Claim by 27 March 2023 but failed to do so. I am satisfied that the Claim was sent to the correct address of the Respondent and in any event, it was the subject of discussion at the April hearing and led to a postponement so was known about by the Respondent.

7. On 11 May 2023 a letter was sent to the correct address of both parties indicating that both claims would be considered at a hearing by video starting at 10 am on 17 October and with a time estimate of 4 hours. A standard triage letter was sent on 6 September reminding the parties of the hearing and asking them to confirm by 20 September whether or not they were ready for the hearing. On 12 September the Claimant confirmed that she was ready and the hearing was still required and on 18 September Mr Rennie replied as follows:

“Further to your recent letter, we have not had any contact from Miss Alonso and do not know whether she intends to pursue this matter. Assuming she does we fully intend to file our defence as required”.

8. From the above I am satisfied that:

- a) The second claim form was sent to the Respondent and in any event was discussed at the April hearing.
- b) The Respondent did not provide a response to that second claim form.
- c) The EJ in April told the parties that the Claims would be joined.
- d) The parties were told that there would be a hearing in October and both parties responded to that correspondence.

9. That is the history that brought these claims before me today. Only the Claimant attended. The Respondent did not attend. The Respondent's office was called by my clerk and Mr Rennie was not in / available. As I was satisfied that notice had been given, I proceeded with the hearing in the Respondent's evidence.

10. I heard evidence from the Claimant and she effectively confirmed four matters of importance:

- a) All of her claims on the first Claim Form were brought as breach of contract claims only.
- b) She had been dismissed on 30 November 2022
- c) She was entitled to one month's notice on her contract of employment
- d) She had not been paid any notice pay.

11. So far as the first Claim was concerned, I dismissed all claims as the Tribunal did not have jurisdiction to consider breach of contract claims prior to the Claimant's dismissal pursuant to Article 3 (c) of the 1994 Order cited in the

opening paragraph. The Claimant's claims neither arose nor were outstanding upon the termination of her employment. As at the date the Claim was lodged, she had not been dismissed.

12. The Claimant told me that the only claim she wished to pursue in the second claim was for her notice pay. In the absence of any Response denying the second claim and upon accepting the unchallenged evidence of the Claimant I awarded a gross sum of £2083 in relation to unpaid notice pay as I was satisfied that contractually such sum was due and owing to her.

27 October 2023

Sent to the parties on:

28 November 2023

For the Tribunal Office: