



# EMPLOYMENT TRIBUNAL

**Claimant:** Mr. P. Rajasansir  
**Respondent:** Vi Healthy Living Ltd.  
**Hearing:** Final Merits Hearing  
**Heard at:** London Central ET (via video/CVP)  
**On:** 1 November 2023  
**Before:** Employment Judge Tinnion  
**Appearances:** For Claimant: In person  
For Respondent: Ms. A. Kaliszewski (Representative)

## JUDGMENT

1. The Respondent's application dated 26 October 2023 for an adjournment of the final merits hearing on 1 November 2023 is dismissed, the Tribunal being satisfied that none of the conditions required for that adjournment under Rule 30A are satisfied.
2. The Claimant's breach of contract (8 weeks' notice pay) claim is well founded and the Claimant is entitled to a remedy.
3. The Claimant's breach of contract (holiday pay) claim is well founded and the Claimant is entitled to a remedy.
4. The Tribunal has no jurisdiction to consider the Claimant's claim in his ET1 concerning the Respondent's contributions to a NEST pension plan.
5. The Respondent shall pay the Claimant (without deduction or withholding) the total sum of **£13,901.38**, consisting of compensation for the following:
  - a. £10,633.36 (8 weeks' wages calculated at £1,329.17 net/week); plus
  - b. £446.15 (value of 8 weeks' car allowance calculated at £55.77 net/week); plus
  - c. £2,821.87 (11.5 days outstanding leave calculated at £245.38 net/day).
6. The Claimant's costs application against the Respondent is dismissed.

**REASONS**

Respondent application for adjournment

7. On 26 October 2023, the Respondent applied for an adjournment of the final merits hearing listed on 1 November 2023. Because that application was made within 7 days of the final merits hearing on 1 November 2023, Rule 30A governed the Tribunal's power to grant that application. The Tribunal was satisfied the conditions for an adjournment under Rule 30A(2)(a) were not satisfied because the Claimant did not consent to the application. The Tribunal was not satisfied the conditions for an adjournment under Rule 30A(2)(b) were satisfied because the Respondent's application was not necessitated by any act or omission on the part of either the Tribunal or the Claimant. Finally, the Tribunal was not satisfied the conditions for an adjournment under Rule 30A(2)(c) were satisfied because the Tribunal was not satisfied that there were any exceptional circumstances which had given rise to or necessitated the application.

Notice pay claim

8. The Claimant's notice pay claim was held to be well founded because (a) the Tribunal accepted the Claimant's evidence that he was entitled to 8 weeks notice of termination of his employment contract with the Respondent under the terms of that contract once he had completed his 6 month probationary period (b) in its ET3 the Respondent accepted it had dismissed the Claimant on grounds other than gross misconduct, thereby giving the Claimant a contractual right to be paid for his notice period (c) the Tribunal accepted the Claimant's evidence that he completed his 6 month probationary period on 21 March 2023, so by the time of his dismissal on 5 June 2023 the Claimant was contractually entitled to 8 weeks notice (d) the Tribunal accepted the Claimant's evidence that the Respondent had not paid him 8 weeks notice pay as contractually required.
9. The Tribunal awarded the Claimant the total sum of £11,079.51 for this claim on the basis that (a) the Tribunal accepted the Claimant's evidence (following requests for further clarification by the Tribunal) that he was contractually entitled to be paid £1,329.17 net pay per week (b) the Tribunal accepted the Claimant's evidence that he was also contractually entitled to be paid a car allowance of £55.77 net per week (c) £1,329.17 plus £55.77 equals £1,384.94 (d) £1,384.94 multiplied by 8 equals £11,079.51.

Holiday pay claim

10. The Claimant's holiday pay claim was held to be well founded because (a) the Tribunal accepted the Claimant's evidence that on the date of his dismissal (5 June 2023) the Claimant had accrued 11.5 days untaken annual leave (b) the Tribunal was satisfied that the Respondent had not paid the Claimant for those 11.5 days untaken leave (c) the Tribunal accepted the Claimant's evidence (following requests for further clarification by the Tribunal) that he was contractually entitled to be paid £245.38 net/day (d) £245.38 multiplied by 11.5 equals £2,821.87.

Respondent's contributions to NEST pension plan

11. The Tribunal dismissed the Claimant's claim in his ET1 concerning the Respondent's alleged failure to make contributions to a NEST pension plan for the Claimant because it was satisfied it lacked jurisdiction to consider and determine this claim. The Claimant did not identify any basis on which the Tribunal could exercise jurisdiction over this claim.

Claimant's costs application

12. The Tribunal dismissed the Claimant's costs application against the Respondent because (a) the general rule in the Employment Tribunal is that each party will bear its own legal costs and expenses (b) the Tribunal was not satisfied that the Respondent had acted unreasonably either in seeking to defend the Claimant's claim nor acted unreasonably in its conduct of the litigation.

**NOTE**

1. Judgments are published online after they have been sent to the parties.

Signed (electronically): *Employment Judge Antoine Tinnion*

Date of signature: 7 December 2023

Date sent to parties: 8<sup>th</sup> December 2023