



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms N Mcgrath  
**Respondent:** Calzedonia Ltd  
**Before:** Employment Judge Singh

## RECONSIDERATION JUDGMENT

1. The Respondent's application for a reconsideration is successful. The Judgment of the tribunal dated 7<sup>th</sup> June 2024 is amended so that the Claimant's claim for Wrongful Dismissal is not well-founded and is dismissed.

## REASONS

1. The Judgement of the tribunal was made at a hearing on the 5<sup>th</sup>-7<sup>th</sup> June 2024. The Claimant pursued claims for Unfair Dismissal, Direct Race Discrimination and Wrongful Dismissal. The first two claims were not successful.
2. In relation to the wrongful dismissal claim, the tribunal found that the claim was well-founded. The Claimant claimed that she hadn't been given sufficient notice, as per her contract of employment, when she was dismissed. She was paid 1 week's pay in lieu of notice. The Respondent argued that the Claimant had committed a repudiatory breach of contract and therefore was not entitled to notice in any event.
3. At the hearing, the Tribunal considered whether or not the Claimant was guilty of conduct so serious as to amount to a repudiatory breach of the contract, entitling the Respondent to dismiss without notice. It was decided that the Claimant had not been guilty of such conduct and therefore should have been given notice of her dismissal or paid in lieu if the contract allowed it.
4. Turning to the valuation of that claim, the Tribunal were taken to the Claimant's contract of employment which contained the notice provisions. It was determined that as the Claimant had been employed for more than

1 month, but less than 1 year, that she would be entitled to 2 weeks' notice of her dismissal. As she had been paid 1 weeks' notice already (which she accepted), she was awarded 1 weeks' further pay.

5. On the 14<sup>th</sup> June 2024, the Respondent wrote to request a reconsideration of the decision. It was their argument that a reconsideration was necessary in the interests of justice. The Respondent said that the Claimant's contract had been misread by the Tribunal and that she was only entitled to 1 weeks' notice of dismissal. A copy of the contract was provided.
6. Upon reviewing the contract, the Tribunal accepted that it did only entitle the Claimant to 1 weeks' notice. As the reconsideration application had a reasonable prospect of success, I wrote to the Claimant to ask for her comments.
7. The Claimant replied to say that she wished for there to be a new hearing of her claim and that she felt that the Respondent's application for a reconsideration went against the principle of finality of proceedings and judgments.
8. The Claimant's application was refused as there was no lawful basis for it. It was explained to the Claimant that an application for reconsideration was one of the limited exceptions to the principle of finality of proceedings.
9. The Claimant provided no comments as to the validity of the Respondent's grounds for reconsideration of the judgment.
10. Having given both parties the opportunity to respond, I consider that I am in a position to make a decision.
11. I also considered that hearing was not necessary. I did not need to hear any new or additional evidence and as the matter was a straightforward one, submissions could be made in writing. It was in the interest of justice to deal with the matters without a hearing, particularly considering saving time and expense for all parties.
12. The power to reconsider a tribunal decision is found in rule 70 of the Employment Tribunals Rules of Procedure. As stated, this is an exception to the ordinary principle of finality of decisions. A reconsideration can only be made if it is in the interests of justice. There aren't clear guidelines as to what this means, but the tribunal should consider the overriding objective to deal with cases fairly and justly.
13. In this case, it is clearly in the interests of justice to correct a clear and obvious error by the tribunal. The documents provided by the Respondent make are unambiguous as to the notice an employee is entitled to within 2 years of service. These documents match up with those in the bundle and so I have no grounds for believing these aren't the same that I considered in June.

14. On that basis, the Claimant would have only been entitled to one week's notice of her dismissal and as she was paid in lieu of that entitlement, her claim has no basis to succeed.
15. The judgment will be corrected therefore to confirm that the Claimant's claim for wrongful dismissal was not well founded and is dismissed.

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Employment Judge **Singh**

\_\_\_\_\_ 24<sup>th</sup> October 2024 \_\_\_\_\_  
Date

JUDGMENT & REASONS SENT TO THE PARTIES ON

30 October 2024

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FOR THE TRIBUNAL OFFICE