



EMPLOYMENT TRIBUNALS

Claimant: Ms Kate Carlsen

Respondent: Architecture North

Heard at: Nottingham Employment Tribunal (via CVP) **On:** 05 December 2025

Before: Employment Judge Muzaffer

REPRESENTATION:

Claimant: In person

Respondent: In person

JUDGMENT

The judgement of the Tribunal is:

1. The Respondent was in breach of contract by dismissing the Claimant without notice. The Claimant's claim for wrongful dismissal (failure to pay notice pay) is well founded and succeeds.
2. In respect of the claim for wrongful dismissal, the Respondent is ordered to pay the Claimant the gross sum (from which any applicable income tax or national insurance payments will fall to be deducted) of £1,696.11, equating to three weeks' pay plus 15% ACAS uplift.
3. The Claimant's complaint in respect of holiday pay is not well founded and is dismissed.

REASONS

Introduction

1. The Claimant was employed as an Architectural Assistant by the Respondent. Her employment commenced on 20 May 2024. She was dismissed without notice for gross misconduct on 25 April 2025.

The claim

2. The ACAS Early Conciliation Certificate was issued on 17 June 2025.
3. The Claimant lodged her ET1 and Grounds of Claim on 10 July 2025. The Claimant is seeking (i) notice pay/wrongful dismissal; and (ii) arrears of pay. Specifically, the Claimant is seeking:
 - Wrongful dismissal / failure to pay notice pay: £1966.51
 - Holiday pay: £366.30
4. At the date of submission of the ET1, the Claimant's total claim amounted to £2332.81.
5. The Claimant states that she had been asked to lie to a client and had raised an objection to the request. An argument had followed between herself and Lewis North, the Company Director. She had continued with her work and had apologised for her part in the argument. Later that same day, she was dismissed for breaching the terms of her contract. She was subsequently informed that she had been dismissed for gross misconduct and was not therefore entitled to any payment in lieu of notice. She states that, as she had passed her probationary period, she was entitled to four weeks of notice pay. Regarding the holiday pay, the Claimant asserts that she had been given permission to roll over four days of outstanding holiday leave from the end of 2024 to 2025, which are the days that are the subject of her claim.
6. The Respondent lodged their ET3 on 11 September 2025. In the Grounds of Resistance, they assert that the Claimant was dismissed for gross misconduct and was therefore not entitled to any notice pay. In relation to the claim for holiday pay, the Respondent asserts that the Claimant had accrued nine days of leave from January 2025 until the date of the termination of her employment but had taken a total of thirteen days of leave in that same period. As such, four days of leave were lawfully deducted from her wages.

The issues

7. The issues for determination were:
 - i. Notice pay:
 - Was there a contract of employment between the Claimant and the Respondent?

- Was the Claimant dismissed in breach of contract?
- If so, what was the applicable notice period?

ii. Holiday pay:

- What were the applicable terms relating to the payment of holiday pay?
- Did the Respondent agree to allow the Claimant to roll over four days of her annual leave entitlement from December 2024 to 2025?
- Was the deduction made from the Claimant's wages lawful?

The hearing

8. I had sight of the following:
 - i. A bundle submitted on behalf of the Claimant comprising of 1046 pages (including the witness statements below);
 - ii. A bundle submitted on behalf of the Respondent comprising of 622 pages (including the witness statements below);
 - iii. Witness statements from:
 - a. Kate Elizabeth Carlsen (Claimant)
 - b. Morgan Radford (on behalf of the Claimant)
 - c. Lewis North (on behalf of the Respondent)
 - d. Nneoma Nwoha (on behalf of the Respondent)
 - e. Steven Etches (on behalf of the Respondent)
 - f. Violeta Tonova-Smedley (on behalf of the Respondent)
9. I heard evidence from Kate Carlson, Lewis North and Nneoma Nwoha, and also submissions on behalf of both parties.
10. I have carefully considered the documentary evidence provided, together with the parties' oral evidence and closing submissions.
11. At the start of the hearing, the Claimant informed me that her witness, Morgan Radford, was at work and was not available to attend the hearing. I explained that she could either make an application to adjourn the hearing, which I would consider on its merits and after hearing from the Respondent, or the case could proceed without the attendance of the witness. I explained that, if the case continued without the attendance of the witness, then I would need to keep in mind that he had not given evidence on oath or being cross-examined when determining the weight, if any, to be attached to his witness

statement. The Claimant indicated that she wished to continue with the hearing in the absence of the witness.

12. On behalf of the Respondent, I was informed that Steven Etches and Violeta Tonova-Smedley were also not available to give evidence at the hearing. I was informed that they had been available for the original listing time of 10:00 hours but that the Tribunal had changed the time of the hearing the day before to 14:00 hours and they were not available for the adjourned time. I explained to the Respondent that he could either make an application to adjourn the hearing given the late change in the listing or that we could continue in the absence of the witnesses but that, if we did so, I would need to keep in mind that they had not given evidence on oath or being cross-examined when determining the weight, if any, to be attached to their witness statements. Lewis North, on behalf of the Respondent, indicated that he wished the hearing to proceed without the additional witnesses.

The evidence

13. The Claimant commenced employment with the Respondent on 20 May 2024 on a permanent contract. The contract of employment, issued on that date, was not signed by either the Claimant or the Respondent. The probation period was specified as being for six months.

14. A further contract of employment was issued on 20 October 2024 on the same terms. That contract of employment not signed by either the Claimant or the Respondent. The probation period was again specified as being for six months.

15. The only signed contract of employment between the Claimant and the Respondent was issued on 01 May 2024 until 03 May 2024 and was stated as being for the purposes of a working interview.

16. The Claimant stated that she did not have an in-date contract of employment at the time of her dismissal. However, she stated that Lewis North had informed her, following her dismissal, that she had been working under the implied terms of the out-of-date/unsigned contract, which were available on the company portal.

17. Lewis North, on behalf of the Respondent, stated that there was no contract in existence and therefore that the Claimant could not bring a claim for notice pay. He stated that it was inconsistent that the Claimant confirmed that she was not on a contract but was then bringing a claim for breach of contract.

18. Whilst it is normally in the interests of all parties for there to be a signed contract of employment, there is no strict requirement for a contract to be signed. It is recognised that an employee may accept the terms offered by the employer by their conduct, even if the employee has not signed and returned the contract of employment.

19. I am satisfied that both parties were operating under the terms of employment as set out in the contracts that were issued on 20 May 2024 and 20 October 2024, even though neither contract had been signed. The Claimant had been

attending the workplace and working in line with the terms of the written contracts for almost eleven months by the time that her employment ended, and the Respondent had been paying her in line with the terms of the written contracts also. In evidence, both parties sought to rely on various written terms – the Claimant relied on the terms of the written contracts to support her claim that the applicable notice period was four weeks, and the Respondent relied on the terms of the written contracts as a basis for dismissal without notice in the case of gross misconduct.

20. Both the Claimant and Lewis North agree that the incident which immediately preceded the end of the Claimant's employment occurred on 25 April 2025. It is agreed that, at some stage in the morning of that date, a message was received from a client requesting an update on work that had been commissioned. The Claimant stated that the work had not been completed by a third-party renderer as expected. She stated that she suggested that they complete the work that they were able to do and explain to the client that there would be a delay in providing them with the renders. She stated that Lewis North asked her to tell the client that they (the client) had already received everything and that nothing was outstanding. The Claimant informed Lewis North that it would be a lie to tell this to the client as the client had paid for further work. She stated that Lewis North told her to do as he, as the boss, was asking her to do. The Claimant stated that, when she again refused to tell a lie, an argument escalated between herself and Lewis North.
21. The Claimant's account in evidence was that she said that, if Lewis North continued to speak to her in the way that he was doing, then she would quit the company. However, she denies that she did, in fact, quit during the argument.
22. The Claimant states that Lewis North then left the company premises. She continued with her work. At 13:27 hours, she sent a WhatsApp message to Lewis North which read "*Hey, that was really not a fun morning, for either of us. I'm sorry it escalated so much and I regret it becoming so tense. I do enjoy working at AN and have learnt so much. I apologise for my part in it, and I hope we can move on from it.*"
23. At around 16:00 hrs the same day, the Claimant received an email from Lewis North to inform her that her contract was being terminated as of 25 April 2025 in accordance with the terms and conditions outlined in her agreement. She asked Lewis North for a copy of her contract and was informed that she had an 'implied terms contract' as there was no signed contract in existence. She was informed that the reason for her dismissal was due to the way in which she had spoken to Lewis North earlier that day. She was informed that she was being dismissed with immediate effect for breach of contract.
24. On 06 May 2025, an email was sent to the Claimant titled 'Final Response: Termination of Employment – Kate Carlsen'. The email stated the following:

"Your conduct on the 25th April was based on insubordination and unacceptable conduct within the workplace, and your WhatsApp Message demonstrates your acknowledgment of the inappropriate behaviour, and supports our position, that your conduct warranted immediate termination.

Prior informal warnings had already been issued, including verbal feedback following inappropriate challenges to management authority.

Nature of dismissal

Your employment was terminated on the 25th April 2025 due to gross misconduct, which justifies summary dismissal without notice under employment law and the company policies.

On the 25th April 2025, you openly challenged my authority as the business owner and director, refused to follow instructions, involved another team member inappropriately, raised your voice, and escalated the situation in a manner disruptive to workplace operations, and this behaviour occurred in the presence of other employees, and was not a first occurrence.

This included:

- *Repeatedly challenging my authority as the Director;*
- *Refusing direct instructions;*
- *Involving other team members inappropriately;*
- *Escalating the situation in a disruptive, and unprofessional manner, witnessed by others.*

Your ongoing insubordination and conduct incompatible with continued employment, which culminated in an unacceptable confrontation in the workplace.

You were previously warned, including a challenged authority in the studio, including the incident surrounding a taxi booking, where you publicly contradicted and argued with me despite my clear expectation. On other occasions, you objected to performing work tasks that were within your job role, stating that my tone or instructions were “unacceptable”, when in fact they were simple operational directions.

These behaviours, were [sic] taken together, meet the threshold of gross misconduct, as defined by our contract, and company policies”.

25. The Claimant states that she had never been the subject of any previous disciplinary action of any kind within the company.
26. Lewis North's account of the incident on 25 April 2025 differs to that of the Claimant. Lewis North stated that he instructed the Claimant to undertake some drawings and to inform the client that the updated renders would be issued to them at a later date. He stated that the Claimant refused to follow the instruction and instead indicated that she wanted to inform the client that the internal rendering software would be completed by the end of the day, which Lewis North states would have been misleading. The Claimant then raised her voice, made comments regarding her pay, and attempted to involve other employees in the disagreement.

27. Lewis North states that the Claimant then said that she was quitting the business, which he accepted as her verbal resignation.
28. He left the premises for a meeting and subsequently received the WhatsApp message from the Claimant, which he did not open at the time. Prior to receiving that message, he had contacted Nneoma Nwoha, company bookkeeper, and had indicated that, in his view, the working relationship with the Claimant was no longer sustainable, and he instructed Nneoma Nwoha to send a letter to the Claimant to inform her that she was being dismissed for gross misconduct.
29. The formal dismissal email was sent to the Claimant at 16:00 hrs. According to Lewis North, the email confirmed that the Claimant was being terminated for gross misconduct on the grounds of insubordination. The Claimant had left the studio and returned shortly thereafter. She had asked questions about her contract, including her notice entitlement. Lewis North informed her that she had not signed her most recent contract but that the company's standard terms applied to all employees and, as she was being dismissed for gross misconduct, she was not entitled to any notice period.
30. Lewis North gave evidence in chief about two previous incidents involving the Claimant which had given rise to concerns about her suitability for the role. One incident occurred when the Claimant had used inappropriate language towards him in the presence of other employees following a disagreement about work instructions. He had addressed the incident informally with the Claimant, reminding her about the unacceptability of certain language in the workplace.
31. The second incident related to an argument that occurred whilst the Claimant and Lewis North were waiting for a taxi, during which the Claimant had become argumentative with Lewis North about the pick-up location in front of other staff members. He stated that the Claimant had apologised to him after both incidents. He stated that the Claimant had therefore received two verbal warnings and disputed the Claimant's assertion that she had not been the subject of previous disciplinary proceedings.

Findings of fact – wrongful dismissal

32. I found the Claimant to be a credible witness who gave a clear and consistent account of the events of 25 April 2025. In contrast, I found that parts of the evidence of Lewis North were not wholly consistent or accurate. For example, in the email that was sent to the Claimant on 06 May 2025, Lewis North stated that "*the severity, timing and acknowledgment of the incident*" meant that no further investigation or disciplinary meeting was necessary following the Claimant's dismissal. However, in cross-examination, he stated (for the first time) that an internal review had taken place – albeit he accepted that the Claimant had not been informed of the review – and that the decision to dismiss her had been upheld.
33. Secondly, Lewis North stated in his evidence and also in the email of 06 May 2025 that the text message that had been sent by the Claimant on 25 April 2025 was an acceptance by her of her behaviour and that she had escalated

the argument unnecessarily. This perceived acceptance was then relied upon by Lewis North as a factor in the decision to dismiss the Claimant. Having read the message, I am not satisfied that the message amounts to an acceptance by the Claimant of inappropriate behaviour – although it is clearly recognition that some form of argument took place.

34. I therefore make the following findings of facts:

- a) A verbal discussion took place between the Claimant and Lewis North on 25 April 2025 in the studio. The discussion related to the arrangements for outstanding work that was due to a client. As outlined in the evidence of Nneoma Nwoha, the discussion escalated into an argument between the Claimant and Lewis North during which the Claimant refused to send a message to the client in the terms requested by Lewis North. I accept that Lewis North then suggested that an alternative message be sent which was more similar in terms to that originally suggested by the Claimant;
- b) I accept that, during the argument, the Claimant stated that she would resign if Lewis North continued to speak to her in what she perceived to be an inappropriate manner. However, I do not accept the evidence of Lewis North that she did resign or that he accepted her verbal resignation during the argument. If the Claimant had resigned verbally, then I find that there would have been no reason for Lewis North to later request that an email be sent to her notifying her of her dismissal. In addition, if the Claimant had resigned, that would have been given as the cause of the termination of her employment in the email of 06 May 2025;
- c) Whilst I accept that an argument took place, it is not asserted that either party swore or used inappropriate language during that argument. I accept that the Claimant believed that she was being asked to send a message that was misleading. The fact that Lewis North then suggested an alternative message which was more consistent with the approach that the Claimant was advocating supports a finding that the Claimant's initial refusal to send the message was not unreasonable;
- d) I am not satisfied that the Claimant had been the subject of previous disciplinary action. Whilst I accept that two previous incidents had taken place in which arguments had occurred between the Claimant and Lewis North, there is no record to support the assertion by Lewis North than any formal or informal verbal disciplinary warnings were given;
- e) Whilst I recognise that it is implied within a contract of employment that an employee will follow reasonable requests from an employer, and that a refusal to do so may result in disciplinary action, I do not accept that the Claimant's conduct on 25 April 2025 amounted to gross misconduct. I draw a distinction between a repeated and wilful refusal to follow reasonable requests with the current situation whereby the Claimant was questioning the validity of a request, particularly given

that Lewis North then adjusted that request. I find that the Claimant's conduct did not equate to a fundamental breach of the employment contract such that the Respondent was entitled to dismiss her without notice.

35. I therefore find as a fact that the Claimant's conduct on 25 April 2025 did not amount to gross misconduct. As such, the Respondent was not entitled to dismiss the Claimant without notice. The Claimant is therefore entitled to notice pay.

Notice period

36. The Claimant's evidence is that she was initially employed with a probation period of six months. She successfully completed her probationary period on 18 October 2024 which was confirmed at a meeting between herself and Lewis North on that same date. As a result, she received an increase in her pay. The diary invitation scheduling the meeting refers to the purpose as being the Claimant's performance review.

37. The Claimant's payslips show that, from the commencement of her employment until 15 October 2024, her annual pay was £22,308. From 16 October 2024 onwards, her annual pay increased to £23,400 pre-tax.

38. In the email that was sent to the Claimant on 06 May 2025, Lewis North asserts that neither he nor Nneoma Nwoha had any formal written confirmation that the Claimant had successfully passed her probation period. As such, she remained under her probationary terms at the time of her dismissal, which stated that the notice period was three weeks.

39. The terms of the employment contract state that the probation period will last for six months. It states "*It's important to emphasise that the outcome of your probationary period will be communicated directly to you by the Director. Until you receive this official notification, please consider your probationary period ongoing*".

40. I keep in mind that the burden of proof rests with the Claimant. I note that the increase in the Claimant's pay took effect on 16 October, which is two days before the meeting at which she asserts that she received a pay increase as a result of passing her probationary period. I also note that the meeting on 18 October 2024 took place five months after the Claimant commenced employment, whereas the probationary period is stated as being for six months. Finally, I have in mind that there is no documentary evidence to formally record the passing of the probation period.

41. I am therefore not satisfied that the Claimant had formally passed her probationary period in line with the terms of the contract. As such, I find that she was entitled to three weeks of notice pay, rather than four weeks as claimed.

42. I have calculated the amount of notice pay by awarding the Claimant 75% of the sum claimed, to reflect a three-week period rather than a four-week period.

Holiday pay

43. The Claimant's evidence was that she accrued seventeen-and-a-half days of holiday in 2024, which had to be taken by the end of 2024. She had agreed with Lewis North that she could take off all of her days over the Christmas period to spend time with her family. However, Lewis North had then requested that she attend a client meeting at the start of December. The Claimant had agreed to do so as Lewis North had confirmed that he was happy for her to roll over some days to accommodate the meeting. The Claimant believes that four days were agreed to be rolled over to 2025. There is no written confirmation of the agreement that was reached with Lewis North.

44. On behalf of the Respondent, Lewis North's account is that the Claimant had accrued nine days of annual leave from the start of the leave year in January 2024 until April 2024. She had taken thirteen days of leave in that time, and so he had lawfully deducted payment for four days of leave from her final salary.

45. I have considered the documentary evidence including the payslips and annual leave requests. The documents indicate that the Claimant took a total of eighteen days of annual leave in 2024 – 27 May, 26-28 June, 01-02 July, 12-13 December, 16-20 December, 23-24 December, 27 December, and 30-31 December 2024. That total figure is consistent with the amount of annual leave that the Claimant states that she accrued in 2024, namely seventeen-and-a-half days. As such, the Claimant would not be entitled to any additional days to be carried over into 2025.

46. Whilst I have regard to the Claimant's oral evidence, it is unclear as to why the Claimant would have been given permission to carry over four days, even if she had the excess days to do so, to reflect attendance at one meeting.

47. I am therefore not satisfied that the Claimant had any outstanding leave entitlement in 2024 and, consequently, I am not satisfied that she had permission to carry over four days of annual leave into 2025.

48. It is accepted by both parties that the Claimant had taken thirteen days of annual leave in 2025 prior to the termination of her employment. Her pay slips and annual leave requests show that she took the following days as annual leave in 2025 – 02-03 January, 29-31 January, 07-11 April, 14 April, 18 April, and 21 April.

49. I am satisfied that the pro-rata statutory holiday entitlement for the Claimant for 2025 up until 25 April 2025 was 8.9 days (rounded up to nine days). She had therefore taken an additional four days of annual leave over and above her accrued entitlement for 2025.

50. The contract states that "*If an employee has taken holidays that were not accrued pro-rata, the appropriate deductions will be made from their final pay*".

51. I am therefore satisfied that the Respondent was entitled to deduct four days of leave from the Claimant's final salary. The deduction was therefore lawful.

ACAS uplift

52. The terms of the unsigned contract include express provisions regarding the disciplinary procedure to be followed to resolve any misconduct or breaches of company policies. However, there is no substantive evidence that any disciplinary procedure was followed in this case – indeed, in the email that was sent to the Claimant on 06 May 2025, it is stated that *“Given the severity, timing, and acknowledgment of the incident, no further investigation or disciplinary meeting was necessary, and would not have altered the outcome”*. In evidence, Lewis North stated that an internal review had been conducted following the dismissal, but there is no written evidence relating to that review and the Claimant was not aware of it or invited to participate in it.

53. Paragraph 23 of the ACAS Code of Practice on Disciplinary and Grievance Procedures states *“Some acts, termed gross misconduct, are so serious in themselves or have such serious consequences that they may call for dismissal without notice for a first offence. But a fair disciplinary process should always be followed, before dismissing for gross misconduct”*.

54. Even if dismissal for gross misconduct had been warranted in this case (which I have concluded it was not), then a fair disciplinary process should have been followed. I am satisfied that no disciplinary process took place in this instance.

55. Section 207A(2) permits an employment tribunal to increase any award that it makes to an employee by no more than 25% if it considers it just and equitable in all of the circumstances to do so, where an employer had failed to comply with a relevant Code of Practice and where that failure was unreasonable.

56. For the reasons outlined above, I am satisfied that the Respondent failed to comply with the relevant Code of Practice and that such failure was unreasonable. I therefore adjust the award in relation to notice pay upwards by 15%, which I conclude is just and equitable in the circumstances.

Approved by:
Employment Judge Muzaffer
Dated: 05 January 2026

Sent to the parties on
...09 January 2026.....
For the Employment Tribunal

Notes

1. Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.
2. Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.
3. Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the Joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>