



EMPLOYMENT TRIBUNALS

Claimant: JUSTIN SPENCER

Respondent: SPOR GROUP LTD

Heard at: Watford by Cloud Video Platform

On: 30 January 2026

Before: Employment Judge David Gardner

Representation:

Claimant: Mr Spencer

Respondent: Mr Overs (Litigation Consultant)

JUDGMENT having been given orally on 30 January 2026 and written reasons having been requested by the Respondent on 5 February 2026, in accordance with Rule 60 of the Employment Tribunals Rules 2024, the following reasons are provided:

REASONS

Introduction

1. This case is brought by Mr Justin Spencer against SPOR Group Ltd ("SPOR Group"). Mr Spencer brings complaints alleging wrongful dismissal and breach of contract in SPOR Group's failure / refusal to pay him 3 months pay in lieu of notice after his dismissal. SPOR Group, in summary, contends that Mr Spencer was paid for the notice period he was due under his contract of employment, and thus his complaint is not well founded.

2. The final hearing of this case took place on 30 January 2026 remotely by Cloud Video Platform. I gave an oral judgment on 30 January 2026. These reasons are my written reasons, which have since been requested by the Respondent, SPOR Group.
3. At the hearing, Mr Spencer represented himself and also gave evidence. One of the Directors of SPOR Group, Mr Chris Gore, attended and gave evidence. SPOR Group was represented by Mr Overs. I also considered the evidence bundle and witness statements provided by the parties in coming to my decision. Whilst I have considered all the evidence, I will only refer to the evidence particularly pertinent to the issues I have to decide in this judgment.

Background

4. The background facts are not substantively in dispute and can be summarised shortly.
5. SPOR Group is a company providing audio visual design, integration and related services. Mr. Spencer was employed by SPOR Group as a commercial director between 1 November 2024 and 19 February 2025.
6. It is agreed between the parties that Mr Spencer commenced employment on the 1 of November 2024 further to a written contract of employment, dated 28 October 2024 ("the employment contract"), and a prior offer letter, dated 17 October 2024 ("the prior offer letter").
7. It is not in dispute between the parties, and it was confirmed by both Mr Spencer and Mr Gore in evidence, that Mr Spencer undertook his duties as required under his employment contract during his full period of employment and up until his last day of employment. He was not dismissed for the reason of gross misconduct (which may remove entitlement to a notice period). It is not in dispute, that during his employment there was no review of Mr Spencer's probation period within the first 3 months of his employment, there was no communication in writing or otherwise of an extension of the probation period, and there was no meeting to discuss concerns relating to his performance provided to Mr Spencer in advance of a meeting on 19 February 2025 or any written notice of any concerns.

8. On 19 February 2025, Mr Spencer attended a meeting at which he was informed he was being dismissed and would receive 1 week's pay in lieu of notice.

Preliminary Issue - Evidence

9. At the outset of the hearing the parties raised with me the fact that the Respondent had produced two witness statements, one from Mr Gore, dated 26 January 2026, and one from a Stephanie Kenny, dated 15 January 2026. Both had also attended to give evidence. Mr Spencer objected to these statements as Ms Kenny's statement raised issues of conduct which had not been raised before and both statement had been filed late.
10. In discussions with the parties, as the case related to only to interpretation of contractual terms rather than issues of conduct, both Mr Spencer and Mr Overs agreed that Ms Kenny's evidence was not relevant to the issues I had to decide. As such, it was agreed that her evidence would not be admitted and she need not give oral evidence.
11. With that decision made, Mr Spencer indicated less of an objection to Mr Gore's evidence, and I determined that as Mr Spencer had time to read the statement in advance of the hearing, and considering the prejudice to the Respondent if it was not admitted in evidence, that his statement should be admitted and he should give evidence.

The Respective Cases of the Parties

12. Mr Spencer's case is that his contract of employment entitled him to a 3 month notice period or pay in lieu of that notice period. It would have been 1 week and not 3 months (as the Respondent asserts) if he was still in his probation period, but his probation period ended after 3 months employment. He continued in post past the 3 month date without performance concerns being raised or any extension of the probation period communicated to him and that he was therefore entitled under the contract to three months contractual notice pay.

13. Mr Spencer further contends that he was treated as a confirmed senior employee during and after the probationary period, including participating in strategic work, involvement in leadership level presentations, advice to directors on operation and financial matters, and attendance at a Barcelona business trip, as well as day-to-day leadership and commercial functions. He asserts that the Respondent's conduct is inconsistent with the position that he remained on probation.
14. SPOR Group denies the breach of contract. It contends that probation was never successfully completed because the contract expressly required written confirmation of the same, which was not given. It asserts that the meeting on 19 February 2025 was a probation review meeting and that Mr Spencer was informed that he had not passed probation and that the subsequent dismissal was therefore within the claimant's probation period. As Mr Spencer was in his probation period when he was dismissed he was only entitled to 1 weeks notice (or pay in lieu).
15. Mr Spencer seeks damages quantified at £21,808.21, representing three months salary, commission and holiday pay, less sums already paid.
16. SPOR Group accepts a minor shortfall of 1 day's holiday to the sum of £269.23, and Mr Overs agreed I should give judgment and award damages in that amount, but otherwise denies all other liability.

The Law

17. Under article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994, the Employment Tribunal has power to consider claims for breach of an employment contract (with specific exceptions which do not apply in this case).
18. At the outset of the hearing, when I discussed the issues to be determined with the parties, it was agreed that this case turns on the discrete issue of the interpretation of the contractual provisions of Mr Spencer's employment contract.

19. In making my decision, I have considered the judgment in *Skilton and TK Home Improvements* [2000] ICR 1162 at 1167D-E and the judgment of Lord Justice Mummery, which sets out the test I should apply in interpreting the contract as follows:

This is simply a question of the construction of a written document. What does it mean? That is a question of law, and the answer to that question is found by reading the contract as a whole against the background of its formation and asking what the parties would reasonably have understood the dismissal provisions in issue to mean... In my view, it is simply a question of looking at this particular contract and the circumstances in which it was made.

20. Whilst each case will turn on its own facts and the terms of the employment contract, I note that in *Skilton*, Lord Justice Pill held and considered relevant (at 1165D-E) that the detailed procedure contemplated in the employment contract was not followed. Further, Pill LJ also held, at 1166D-E:

I cannot read the expression "dismissed with immediate effect" as meaning what the employers say. It of course means that the contract terminates as of that moment. It means that the employee is not to have the right to continue to work or to be present at the employer's premises. What it does not mean is that any other rights which exist in other clauses of the contract are eliminated by reason of the fact that the dismissal has immediate effect. In my judgment, the general right which arose from clauses 3.2 and 14.3 of the contract remains in existence.

21. The failure in process and the fact that one contractual term could not, when the contract was read as a whole, eliminate other contractual rights, led Pill LJ (and the other members of the Court) to conclude, in that case, that the contract had been breached by the employer. In my view, as I will discuss, similar failings are present in SPOR Group's approach to the probation period of Mr Spencer.

Discussion and Decision

22. I turn to the employment contract itself. Both parties have referred me to and addressed me on the contract and I have had the opportunity to consider it in detail.
23. The relevant part of the contract for the purposes of this case can be found at paragraph 5 of the employment contract. The entire paragraph, which contains the relevant provisions which I have to construe, reads as follows:

Probationary Period

All new employees of the Company are subject to a three-month probationary period. Towards the end of your probationary period, there will be a review conducted by your manager.

The Company will endeavor to advise you of any shortfall in your performance and give you the opportunity to improve, where possible. If your probationary period is to be extended for any reason, you will be advised at this stage, and this will be confirmed to you in writing.

You will not be considered to have passed your probation until the Company has confirmed this in writing to you.

During the first month of the probationary period, you may be dismissed from employment at any time without notice. For the remainder of the probation period, you may be dismissed with one week's notice.

24. On these issues, the prior offer letter states:

Probationary Period

Your employment is subject to a probationary period of 3 months. During this period, your performance will be reviewed, and either party may terminate the employment with 1 weeks notice.

Notice Period

After successful completion of your probation, either party may terminate this employment with 3 month's notice in writing.

25. I have considered the provisions of the Employment contract in detail. Mr Overs directed my attention to the third of the sub-paragraphs. He submits I should be construing the term, *"you will not be considered to have passed your probation until the company has confirmed this in writing to you"* as a self-contained section of the contract. He submits that on that basis I must find that the lack of written notice given to Mr Spencer in line with that paragraph would mean that the probation period continues until such written notice is given.
26. I do not, however, accept Mr Overs' submission. I am mindful of Mummery LJ's judgment in *Skilton*, which requires me to consider the employment contract as a whole. When you read the entirety of paragraph 5 on the duration, operation, and procedure for reviewing and extending the probationary period, in my view what has been provided for is a staged process that allows for a number of actions before a probation period is considered to be either completed or continuing.
27. I note at the very start of paragraph 5 of the employment contract, it states that all employees are subject to a three-month probationary period. A three-month probation period is therefore the starting point or as Pill LJ put it in *Skilton*, it is a general right under the employment contract.
28. I then note the employment contract requires, in the second sentence of the first sub-paragraph of paragraph 5, that *"towards the end of that probationary period, **there will** be a review conducted by your manager"* (my emphasis added). In my view, the employment contract states that the employer is obliged to hold such a meeting as part of the probationary period.
29. I note that in the second sub-paragraph of paragraph 5, it states that the company *"will endeavour to advise you of any shortfalls in your performance and give you the opportunity to improve where possible"*. I note what Mr. Gore had to say about this provision in his evidence; that the word 'endeavour'

suggests that that is permissive rather than a requirement on the employer. On its face, that would appear correct.

30. However, I then go on to consider the second sentence of the second sub-paragraph of paragraph 5, which states; *"If your probationary period is to be extended for any reason, **you will** be advised at this stage, and **this will** be confirmed to you in writing"* (my emphasis added). In my view, that provision requires that as part of the mandatory probation review to come within the three-month period, if the three-month period is to be extended, this must be confirmed in writing. It is not in dispute that no such written extension was provided.
31. I note thereafter, as Mr. Overs directs my attention, that the third sub-paragraph of paragraph 5 does state *"you will not be considered to have passed your probation until the company has confirmed this in writing to you"*. In isolation, that provision may be seen to be determinative and in the Respondent's favour, but if it is read in isolation it appears to conflict with the term at the second sentence of the second sub-paragraph of paragraph 5 which states that extensions of the 3 month probation period will be confirmed in writing. If both provisions are read in isolation, a failure to write to Mr Spencer at all within the initial 3 month period of employment would have the dual effect of both extending and not extending the probation period. However, as *Skilton* holds, the provision cannot be read in isolation.
32. In my view, the third sub-paragraph of paragraph 5 has to be seen within the context of the whole of paragraph 5. The whole paragraph sets out a staged process by which a probation period will either continue or end. The process of a review meeting and writing to Mr Spencer should have taken place within the 3 month probation period. After that meeting the employer may then write to extend the probation period or it may write to inform that the probation period is complete. If it does not, as it is agreed SPOR Group did not, then in my view the starting point of a 3 month probation period is the general right arising out of the employment contract on which Mr Spencer may rely and his probation period was deemed to have ended after 3 months employment.
33. I would observe, to lend weight to my interpretation of the employment contract, that the interpretation the Respondent invites me to adopt would

have the unenviable lack of clarity and certainty of a potentially never-ending probation period if the employer simply did not write to the employee. In my view, it cannot be that either party reasonably considered that was what was intended by the employment contract.

34. To add further weight to my interpretation, I note and agree with Mr Spencer's contention that he was effectively treated as having completed his probationary period by SPOR Group requiring him, in the absence of any suggestion that he was still under probation, to participate, in strategic work, involvement in leadership level presentations, advice to directors on operation and financial matters, and attendance at a Barcelona business trip, as well as day-to-day leadership and commercial functions. I agree that the Respondent's conduct was inconsistent with a position that he remained in a probation period.
35. To add even further weight to my interpretation, I note that the prior offer letter states that Mr Spencer's employment is subject to a probationary period of three months and that during this period his performance will be reviewed and within that period and if employment is terminated at that stage, only 1 week's notice is required. In my view, that letter provides weight to my interpretation that a probation period was intended to be a 3 month term with a staged process including review and the notice period of 1 week rather than 3 months would only be applicable if employment ends within the 3 month period (or the probation period is expressly extended). The letter, in my view, informs my decision on the reasonable belief of the parties when entering into the employment contract, and specifically on the length of the probation period and the requirement to review.
36. In my view, when I turn back to Mummery LJ's dicta in *Skilton* and the question of how I will interpret the contract, when I consider the contract as a whole and I look to the provisions of paragraph 5, I do consider that I can stand back and look at what the parties would reasonably have understood the provisions in issue to mean. My view is that they could reasonably have expected the probationary period to end after 3 months in the absence of the mandatory review and any written confirmation that the probation period had been extended.

37. Ultimately, in my view, SPOR Group did not follow the detailed procedure required by the employment contract with regards to Mr Spencer's probation period and, as a result, the probationary period would not be extended on the basis that SPOR Group did not provide confirmation in writing as required by paragraph 5 of the employment contract.
38. On that basis, I find that the probation period had ended before the point when Mr Spencer's employment was ended on the 19 February 2025. The inevitable consequence of that finding is that he will be entitled to rely on a three-month notice period as provided for by the employment contract, or 3 months pay in lieu. By not allowing him to work a 3 month notice period or paying him in lieu of that notice period, the Respondent has breached the employment contract.

Remedy

39. As part of Mr Spencer's claim he claims not just pay in lieu of notice based on his salary, but he also claims loss of commission and holiday pay for the 3 month period. Mr Overs makes the submissions that the contract does not allow for commission and holiday pay as part of notice. I agree with Mr. Overs on this point. There is no provision that I can see that would allow for commission to be paid as part of the notice provisions of the employment contract. Equally, there is no provision that I can see within the employment contract that would allow holiday pay as part of the notice provisions. In the absence of an express term, and applying the case of *Morley and Heritage PLC* [1993] IRLR 400, it does not appear to me that the contract provides for those elements as part of the notice period.
40. There are no complaints before me relating to an unlawful deduction of wages, per s.13 of the Employment Rights Act 1996, or under the Working Time Regulations 1998, simply a breach of contract claim. I will only award damages reflecting pay in lieu rather than those other elements.

Conclusion and Final Decision (including calculation of remedy)

41. The Respondent wrongfully dismissed the Claimant and was in breach of contract by dismissing the Claimant without three months notice or failing / refusing to pay the Claimant 3 months pay in lieu of notice.
42. The Respondent is ordered to pay the Claimant the sum of £15,615.38 as damages for the breach of contract. That is calculated as follows:

3 months salary in lieu of notice (3 x £5833.33)	£17,499.99
1 day holiday pay owed	£269.23
Minus	
Sums already paid	- £2153.84
TOTAL:	£15,615.38

Approved by
Employment Judge David C. Gardner

Date 23 February 2026
JUDGMENT SENT TO THE PARTIES ON

24 February 2026

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FOR THE TRIBUNAL OFFICE