



EMPLOYMENT TRIBUNALS

Claimant: Mr A Kambaji

Respondent: Mayfords Estate Agents Limited

Heard at: Watford and by CVP

On: 1 June 2026

Before: Employment Judge Isabel Manley

Representation

Claimant: Mr C Kediya, counsel

Respondent: Mr R Katz, counsel

French Interpreter: Ms V Betsou

Judgment

- 1 The claim for holiday pay is dismissed on withdrawal.
- 2 There was no breach of the claimant's contract of employment by the respondent.
- 3 Even if there was a breach, the damages which would flow from the breach of contract would be one week's wages.
- 4 The claim is dismissed.

JUDGMENT having been given orally to the parties on 1 June 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure 2024, the following reasons are provided:

REASONS

Introduction

1. The claimant brought a claim for breach of contract and holiday pay after his dismissal by the respondent in October 2024, having been employed since

January 2023. The matter was listed for a 3-hour hearing in the usual way without clarification of the issues. It appeared to be relatively straightforward but we faced some challenges at the start of the hearing as the claimant found it difficult to join the hearing and the interpreter joined a little late.

2. I sought to clarify the claims with the claimant's representative, given the respondent stated that it had paid the 4 weeks' notice due to the claimant under the contract. After a break it was agreed that 4 weeks' notice pay had been paid. The claimant's representative then clarified the basis of the claim. He stated that the holiday pay part of the claim was withdrawn.
3. In summary, the claim is that the disciplinary procedure was not followed fully in that the dismissal occurred after an informal meeting. That, it is claimed, was a breach of contract and meant the disciplinary process would have taken longer to complete.
4. The respondent stated that this clarification of the claim had not been articulated before and the claimant's witness statement made no reference to it. The respondent's representative indicated that he intended to apply for a strike out of the claim but, after we had looked at the claim form, he did not pursue that application. Paragraph 7 of the grounds of claim did make reference to a failure to investigate and I therefore indicated that the case could be heard on that basis.
5. I had before me a bundle of documents and two witness statements, one from the claimant and one from Ms Alexis, who is the Group Operations Director for the respondent. I agreed to read relevant documents and the statements whilst the technical issues which the claimant had were resolved. We were not able to start the cross examination until close to noon but both the claimant and Ms Alexis gave evidence and I heard short closing submissions. After a break to deliberate, I was able to give summary judgment at 1.15pm.

Facts

6. For the most part, the facts relevant to the claim as now clarified are not seriously in dispute. The claimant began working as a night concierge for the respondent at an apartment block on 29 January 2023. His contract of employment, which appeared in the bundle of documents at page 40 expressly incorporated, at page 41, the disciplinary procedures. These appeared at pages 86 – 89 of the bundle. In particular, the disciplinary procedure at page 87 provides, in the usual way, for various offences to attract certain sanctions. It also makes reference to investigations and for the employee to be given an opportunity to present their case.
7. One clause at F 2) (page 87) reads as follows: *"We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal"*.
8. Ms Alexis's statement included an appendix which showed that the claimant had received a first and final written warning in November 2023 which was to last 12 months. This was in relation to several complaints that had been made with respect to the claimant's work.

9. An informal investigative meeting was held on 16 September 2024 with the claimant. The notes of this meeting appear in the bundle. Complaints related to matters raised by residents and failing to adhere to company policies were discussed and it was recorded that the claimant did not accept the criticisms.
10. By letter of 9 October 2024, Mr Varma, dismissed the claimant, giving reasons for the decision. In the letter, this paragraph appears: *"Having carefully considered your responses including the fact that you have a short amount of service I have decided that your employment should be terminated"*. The dismissal was to take effect immediately with the claimant receiving 4 weeks' pay in lieu of notice. It is accepted that no other reference had been made to the claimant's short service.
11. The claimant appealed the decision and Ms Alexis dealt with the appeal and dismissed it, after a hearing, by letter of 1 November 2024. When asked in cross examination how much longer the procedure would have taken, if followed in full, she replied that it would have been a further week.

Law and subs

12. As this is a breach of contract claim, I must first determine what the contractual clauses in issue are. In this case, it is not disputed that the disciplinary procedure is incorporated into the contract. I must decide what was the contractual effect of the relevant clauses.
13. The claimant's representative agrees that paragraph F 2) does not expressly state that the respondent's right to vary the disciplinary procedure where there is short service should be communicated to the employee. It is submitted, on behalf of the claimant, that I must consider whether the respondent has justified exercising its discretion to vary the procedure, taking into account the first time it was mentioned was in the letter of dismissal. In summary, it is submitted, following the full procedure would have taken longer by a minimum of one week or up to one month.
14. On behalf of the respondent, it is submitted that paragraph F 2) allows the respondent to dismiss without warning of any kind and that the fact that the claimant did not know anything about the clause makes no difference. The employer, it is said, did what the contract allowed it to do.

Conclusions

15. I cannot find that there is a breach of contract in this case. The disciplinary procedure was incorporated into the claimant's contract of employment. There is a right of the employer to vary the procedure where there is short service, clearly set out at paragraph F 2). Although not stated, this may reflect the current length of service needed to claim unfair dismissal of 2 years. The respondent had the right to dismiss as long as it gave notice or, as in this case, made a payment in lieu of notice.
16. I go on to say, even if I am wrong about that, the maximum which I would have awarded was one weeks' pay. There were elements of the disciplinary procedure which were followed including a meeting with the claimant, a delay before a decision was taken and an appeal process followed. What is more, the claimant

did, in any event, have a live final written warning on his file.

17. There being no breach of contract, this means that the claim must fail and is dismissed.

Approved by:

Employment Judge Isabel Manley

2 June 2026

JUDGMENT SENT TO THE PARTIES ON

28 June 2026

FOR THE TRIBUNAL OFFICE