



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr. J Pot

**Respondent:** Hot Cakes Artists and Events Ltd

**HELD AT:** London South Employment Tribunal (By CVP)      **ON:** 21 November 2024

**BEFORE:** Employment Judge Buckley

## REPRESENTATION:

**Claimant:** In person

**Respondent:** In person

# JUDGMENT

1. The claim for breach of contract is dismissed.

## REASONS

2. This is a claim for breach of contract (unpaid notice pay and loss of accrued annual leave). I read a witness statement and heard evidence from the claimant and heard oral evidence from Mr. Child. I was provided with a copy of the claimant's contract of employment, and a small number of other documents provided by the claimant, attached to an email to the tribunal dated 11 June 2024.
3. For the reasons given orally in the hearing I refused applications by the respondents to submit additional evidence, amend the grounds of resistance and postpone the hearing.

### Findings of fact

4. The claimant was employed by the respondent as a senior logistics manager from 1 September 2023 to 29 March 2024. He was given one week's notice of termination on 22 March 2024 and he was paid one week's notice pay.
5. His net pay per month was £2416 and his gross pay per month was £2005.

6. Under his contract of employment there is no entitlement to contractual notice if the contract is terminated in the probationary period. Otherwise, the claimant is entitled to two months notice of termination.
7. The claimant's initial probationary period was from 1 September 2023 to 1 December 2024. In a conversation in early January 2024 the claimant and the respondent agreed to extend the probationary period by three months.
8. There was a dispute of fact as to what exactly was said and agreed in the meeting in early January. Mr. Child's evidence was that he had specifically stated that the probationary period was being extended by three months 'from today' i.e. from the date of the meeting in early January. Mr. Pot's evidence was that Mr. Childs had stated simply that the probationary period was being extended by three months. Mr. Pot accepted that there was no specific reference in the meeting to the three months running from 1 December, but denied that Mr. Childs had said that the three months ran from the date of the meeting in January.
9. In my view neither party was deliberately trying to mislead the tribunal. However, Mr. Childs gave clear positive evidence that he had specifically stated that the three months ran from the date of the meeting. This is consistent with his actions following the meeting in that he waited for three months before deciding to dismiss the claimant. I accept Mr. Child's version of events. I find on the balance of probabilities that the parties agreed to extend the probationary period until three months from the date of the meeting in early January. The probationary period therefore did not end until early April 2024.

### **Discussion and conclusions**

10. The question for me to determine is essentially a question of fact: whether it was agreed that the probationary period would be extended for three months from 1 December, or whether it was agreed that it would be extended until three months from the date of the meeting in early January. I have found as a fact that the parties agreed to extend the probationary period until three months from the date of the meeting in early January.
11. It follows from that finding that I find that the claimant was still in his probationary period when he was dismissed, he was not entitled to two months notice and his claim for breach of contract must fail.

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Employment Judge Buckley  
Date 21 November 2024

### Notes

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