



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms Emanuela Ghirmai

**Respondent:** Flight Centre (UK) Limited

**Heard at:** London South Employment Tribunal  
**On:** 23 September 2020

**Before:** Employment Judge Martin

## Representation

**Claimant:** In person

**Respondent:** Mr Blitz - Counsel

# JUDGMENT

The Claimant's application for interim relief was made out of time and is dismissed

# REASONS

1. Reasons for the Tribunal's decision were given at the end of the hearing. The claimant requested written reasons.
2. The claimant bought two claims to the tribunal, the tribunal is only concerned with the first claim which was presented on 12 May 2020. In this claim the claimant alleged she had been dismissed for making protected disclosures and made an application for interim relief. On the claim form the claimant had put that the date her employment ended was 16 April 2020. The application was putting more than seven days from this date.
3. The claimant clearly knew that this was an issue as paragraph 9 of her particulars of claim puts forward an argument that the effective date of termination should be the date on which notice would have run out. The claimant also claim form set out the relevant part of the email which terminated her employment. This reads: "*Unfortunately, as you have not agreed to this contract variation, we have no choice but to dismiss you, for some other substantial reason (SOS are), as previously outlined during the consultation. Your last*

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*date of employment is considered to be today, 16 April 2020. You are not required to work you will notice, and this will be paid in lieu. As your retainer is paid each month, for the full month, you will notice up to 30<sup>th</sup> April will be paid on 20 April 2020. Remaining notice up to 13<sup>th</sup> May, will be paid on 20 May 2020 along with any outstanding holiday pay accrued but untaken as actual termination date”.*

4. The Claimant in paragraph 9 set out her argument that effective date of termination was either 14 May 2022 when her notice would have run out, or 20 May 2020 when the final payment was to be made rather than the date of the email. The Claimant referred to the case of **Société Générale, London Branch v Geys [2012] UKSC 63**. The Claimant submitted that the email was ineffective in terminating her contract of employment as it did not specifically refer to any contractual term allowing it to make a payment in lieu.
5. The Respondent submitted that Geys related to common law contractual entitlements, not to the statutory concept of the effective date of termination and that there was no requirement to refer to a contractual term relating to payment in lieu of notice to effectively bring the contract of employment to an end.
6. In Geys, the Claimant was not aware whether his employment continued or had been terminated by a PILON clause. This is not the case here. I find that the email is very clear. The Claimant’s employment ended on 16 April 2020 without notice and with a payment in lieu of notice.

Employment Judge Martin

Date: 25 September 2020