



## INDORSEMENT OF CLAIM

1. The Plaintiff is a retail manager/retails assistant [confirm] and was at all material times employed pursuant to a contract of employment by the Defendant and/or its predecessors (hereinafter “the Defendant”).
2. The first named Defendant is a limited liability company (registration no. 00272480) having its registered offices at Haremead Business Centre, Humberstone Road, Leicester, LE1 2LH. It carries on the business of retail sale of footwear in specialist stores.
3. The second named Defendant is a limited liability company (registration no. 00148038) having its registered office at Haremead Business Centre, Humberstone Road, Leicester, LE1 2LH.
4. By an agreement in writing, made on or about the [Please insert date of contract of employment/start of employment], between the parties herein, the Defendants, each or both of them, agreed to employ the Plaintiff on a permanent basis and in accordance with certain terms and conditions (hereinafter “the Employment Contract”). The Plaintiff was ultimately promoted to the position of manager and was working for the Defendants, each or both of them, in this capacity at the date of her employment’s termination.
5. It was an express and/or implied term and/or condition of the said Employment Contract and the Defendants thereby warranted, *inter alia*, that:
  - a. the Plaintiff would carry out her duties in a proper, loyal and diligent manner;
  - b. the Plaintiff would not do anything which would or may be harmful to the Defendants;
  - c. the Plaintiff would devote her time, attention and skills exclusively to the business of the Defendants, during the course of his employment with the Defendants;
  - d. the Defendants would act honestly and faithfully in all its dealing with the Plaintiff;
  - e. the Defendants would act fairly in its dealings with the Plaintiff
  - f. the parties would act in a manner that would not undermine the implied duty between the parties of mutual trust and confidence; and
  - g. in the event of the Plaintiff’s job being terminated as a result of a redundancy situation, the Defendants would pay the Plaintiff an enhanced redundancy payment of her statutory entitlement plus one weeks’ pay per year of service.

6. Further, or in the alternative, the specific term and/or condition referred to in paragraph 5(g) was borne out by a consistent and well-established custom and practice applied by the Defendant and its predecessors in previous redundancy situations.

#### **Particulars of custom and practice**

7. In 2011, the Defendant reached an agreement with Mandate Trade Union, of which the Plaintiff is a member, in respect of the redundancy entitlements of Defendant's employees. Subsequently, and on 2<sup>nd</sup> October 2012 a recommendation was issued by the Labour Court and from which the Defendant has consistently paid enhanced redundancy payments to its employee's, of one additional week's additional pay per year of service in addition to statutory redundancy.
8. Furthermore, the Defendant has in the past relied on the Labour Court recommendation as a means of resisting attempts by Mandate Trade Union to improve upon the redundancy terms offered to its members. By way of a letter, issued by the Defendant on or around 9<sup>th</sup> February 2018, it stated that "*there is an agreed redundancy package currently in place arising from*" the Labour Court recommendation.
9. During the course of his employment with the Defendant, the jobs of numerous employees were terminated by reason of redundancy. On each occasion, the affected employees, in accordance with the terms and conditions of employment, received an enhanced redundancy payment of one additional week's pay per year of service in addition to their statutory entitlement.
10. In recognition of the said well-established contractual entitlement, the Plaintiff was led to believe at all times and reasonably held an expectation that in the event of her job being made redundant, she would be entitled to an enhanced redundancy payment of one additional week's pay in addition to her statutory entitlement for every year of service she had given to the Defendant.
11. As a result, *inter alia*, of these terms, conditions, warranties and/or representations, the Plaintiff continued devote her exclusive and loyal service to the Defendant. The Plaintiff performed all of her obligations pursuant to the Employment Contract.

In breach of contract, the Defendant has failed, refused or neglected to comply with all of the above fundamental terms of the Employment Contract.

### Particulars of Breach of Contract

12. On or around the 10<sup>th</sup> March 2020, the Plaintiff's Employment Contract was terminated by reason of a redundancy situation. By this date, the Plaintiff had provided the Defendants **[Please insert length of service, ie how many years and months]** continuous and reckonable service. The Plaintiff's salary on the date of her termination was **[please insert salary]**. Based on the aforementioned entitlement to an enhanced redundancy payment, the Plaintiff was due to be paid a termination payment of €XXXXXX which consisted of €XXXXXX statutory entitlement plus €XXXXXX paid on an *ex gratia* basis.
13. However, in breach of contract, the Defendants failed, refused and/or neglected to pay the Plaintiff the full sum to which the Plaintiff was entitled. In partial discharge of its debt to the Plaintiff, in or around May 2020, the Plaintiff was paid the sum of €XXXXXX. In the premises, the sum of €XXXXXX remains due and owing to the Plaintiff. **[please confirm figures]**
14. Despite all reasonable effort on the part of the Plaintiff to recover the said monies by means other than litigation, the Defendants have failed, refused and/or neglected to comply with their contractual obligations and continue to do so.
15. In so failing, the Defendants acted dishonestly, unfaithfully and unfairly in their dealing with the Plaintiff and undermined the implied duty between the parties of mutual trust and confidence.
16. The effect of the said breaches of contract caused the Plaintiff loss and damage in depriving the Plaintiff of the benefits and payment she should have received under the Employment Contract, or otherwise, and has thereby suffered loss, damage, inconvenience and expense.

### Particulars of losses

	Sum (€)
Termination payment due	XX,XXXX
Less sum paid	XX,XXXXX
<b>Total amount due and owing</b>	<b>XX,XXXX</b>

17. The foregoing are the best and most up-to-date particulars of loss, damage, inconvenience and expense which the Plaintiff can currently give. The Plaintiff reserves the right to serve further and better particulars of loss, damage, inconvenience and expense when the same come to hand.
18. By letters to the Defendants dated the [*agent please insert*], the Plaintiff made demands of the monies owed to him. Despite these demands, the Defendant, its servants and/or agents, has failed and/or refused to pay the sums claimed which said sums have fallen due, and the whole sum of €XX,XXXX is still due and owing by the Defendant to the Plaintiff.
19. Furthermore, in the aforesaid letters, the Plaintiff informed the Plaintiffs that she was unable to identify which of the Defendants was to blame for the said breach of her contract. Therefore, she sought an admission of liability from one or other of the Defendants prior to issuing these proceedings.

**AND THE PLAINTIFF CLAIMS:**

1. A Declaration that on termination of her employment by reason of a redundancy situation, the Plaintiff was entitled to an enhanced redundancy payment consisting of her statutory entitlement plus one week for every year of service.
2. A Declaration that the Defendants are legally bound to pay the Plaintiff an enhanced redundancy payment consisting of her statutory entitlement plus one week for every year of service;
3. Judgment in the sum of €XX,XXX.XX
4. Damages for breach of contract;
5. Damages for breach the implied duty to maintain the relationship of confidence and trust that exists between an employer and an employee.
6. Such further or other Order as this Honourable Court may deem appropriate;
7. Interest pursuant to statute;
8. Costs

And the Plaintiff limits his claim to the jurisdiction of this Honourable Court.

TEMPLATE