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### **Wrongful Dismissal (as opposed to Unfair Dismissal)**

Any employee, whatever his or her period of employment, can sue for Wrongful Dismissal (breach of contract) in the County Court or Employment Tribunal if he/she considers that the employer has not complied with the terms of the contract regarding notice or pay in lieu of notice. He/she can also bring a claim in the ET for any other sums outstanding on termination of their employment. The maximum amount recoverable in the Employment Tribunal is £25,000. If the amount being claimed is in excess of that figure the employee should make a claim to the County Court, although there is an “up-front” cost in doing so.

### **Other aspects of Breach of Contract**

If an employee who does not have one year's service believes that the manner of his/her dismissal was in breach of the terms of his employment contract (e.g. because the proper disciplinary procedure was not followed) he/she can also make a claim to the ET. However, any award if the claim succeeds, is only likely to be the wages he/she would have received in the additional period during which the employee would have still been employed had the correct procedure been followed. In reality, this is unlikely to be more than two or three weeks' pay, and therefore a claim may not be worth the effort.

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