



EMPLOYMENT TRIBUNALS

Claimant

Mr A Aden

v

Respondent

R.E.C. Group Limited

PRELIMINARY HEARING

Heard at: Watford

On: 29 June 2018

Before: Employment Judge R Lewis

Appearances:

For the Claimant: No attendance or representation

For the Respondents: Mr A Caird - Director

JUDGMENT

The claim is dismissed.

REASONS

1. I give these reasons in the interests of justice, in the absence of a request for them from either side.
2. By a claim form received on 25 January 2018, the claimant complained of unlawful deductions from pay. The claim form said that he had worked from 24 July to 11 August 2017. The claim asserted under payment to the tune of £1,580.40. Day A was 30 October 2017 and Day B was 30 November 2017.
3. By its response, the respondent asserted that it had paid the claimant all that was contractually due under a contract which it attached to the response form. The document was headed "Terms of Engagement for Agency Workers (Contract for Services)" and provided that the claimant was to be paid for services as an agency worker.

4. Notice of this hearing was sent on 19 February.
5. On the afternoon before the hearing, and in accordance with the usual practice of the Tribunal, a member of staff telephoned the claimant, who stated that he was unable to attend as he was working. That was the only notification which the Tribunal received from the claimant. The claimant submitted no written representations.
6. The claimant indeed did not attend. I therefore proceeded in his absence in accordance with Rule 42.
7. Mr Caird arrived considerably late, and candidly said that as he had not been tasked with representing the company until the same morning, he had done very little preparation and had no papers.
8. I did not understand this to be a claim brought for damages for breach of contract, because there was no material before me upon which to conclude that the claimant had worked for the respondent under a contract of employment.
9. I understood the claim to be one for unlawful deductions. It is for the claimant to prove that he has not been paid the sums properly and contractually due to him. I could not form that conclusion on the material before me, and on that basis the claim failed.
10. I add that I considered that the claim was possibly brought out of time. I have not been able to determine that issue, but think it right to place it on record. As a claim for unlawful deductions, time ran from the last day of an underpayment. That date was not stated in the claim form and Mr Caird had no information about it. The period of conciliation was as stated above. The claimant presented the claim 56 days after Day B.

Employment Judge R Lewis

Sent to the parties on:

12 July 2018.....

For the Tribunal:

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