



EMPLOYMENT TRIBUNALS

Claimant: Mr I Tickner

Respondent: Mitchell Stevenson

Heard at: London South

On: 18 December 2019

Before: Employment Judge Cheetham QC

Representation

Claimant: did not attend

Respondent: Mrs S. Johnston (director)

JUDGMENT

1. The claims for unauthorised deduction of wages and breach of contract are dismissed.

REASONS

1. This was a claim by Mr Tickner for £160.86 in unpaid wages and a further £88.25 in unpaid holiday pay. He also claimed expenses in the sum of £64, which he said was a contractual entitlement. There was an additional claim for “compensation” in the sum of £200, but there was no basis for that claim.
2. The Claimant informed the Tribunal that he would not be attending owing to the distance he would have to travel. He did not suggest that the hearing should not go ahead in his absence.

3. I heard evidence from Mrs Johnston (the Respondent's sales director), who told me that the Claimant was contracted as a merchandiser, which involved visiting high street retailers and taking their orders for greetings cards. The Claimant was probably a worker, rather than an employee, but that does not matter for the purposes of this claim.
4. On arrival at a store, the Claimant was required to sign in; he would have to take "before and after" photographs of the display fixtures; he would take orders as required in order to ensure the fixtures were full; he would leave the fixtures fully stocked. Having completed and evidenced a visit to a retailer, the Claimant would be entitled to payment for that visit.
5. In short, owing to concerns over the Claimant's performance in May and June 2019, it became clear that the Claimant was failing to visit retailers. Rather, he was sending duplicates of photographs taken on an earlier visit to prove that he had attended on a subsequent occasion. This was amply demonstrated by the photographs that I was shown, as well as the documentary evidence. When questioned, the Claimant promptly left the Respondent without giving notice.
6. His claim for unpaid wages relates to visits he never made and he therefore had no entitlement to those sums. A sum of £25 was also withheld as an administration fee, but the Respondent had a contractual entitlement to make this deduction.
7. I was satisfied on the evidence from Mrs Johnston that holiday pay had been paid in full and that there was no entitlement to any outstanding expenses.
8. The claims are therefore dismissed.

Employment Judge Cheetham QC

Date 30 December 2019