



EMPLOYMENT TRIBUNALS

Claimant: Mr I Azam

Respondent: Linsco Limited

Heard at: Nottingham

On: 29 June 2021

Before: Employment Judge Flint (sitting alone)

Representation

Claimant: Did not appear

Respondent: Mr S Britton, solicitor

JUDGMENT

1. The claim for arrears of pay / unauthorised deduction from wages is dismissed.

REASONS

2. This hearing was conducted remotely (by cloud video platform) with the consent of the parties.
3. The Claimant was provided with an email link to the video hearing in advance. He was also telephoned by the Tribunal clerk before the hearing commenced and at 10:00am. He failed to answer the telephone or join the hearing.
4. Upon being satisfied that the Claimant was aware of the hearing, and upon the Respondent's solicitor and witnesses attending, I decided it was in the interests of justice to hear the case in the Claimant's absence and in accordance with rule 47 of the Employment Tribunal Rules.
5. In summary, the Claimant was claiming £8100 arrears of pay arising out of three days work he did for the Respondent in January 2021. The Claimant stated that under the contract between the parties he was to be paid £300 per hour and should have been paid a total of £9000 for three ten-hour days of work. The Respondent defended the claim on the basis that under the contract the Claimant was to be paid £300 per day and was only entitled to £900 plus VAT. It was agreed between the parties that the Claimant had been paid £900 plus £180 VAT by the Respondent. The Respondent accepted that it sent an email to the Claimant on 6 January 2021 (the first day of the contracted three) that referred to the Claimant being paid £300 per hour but asserted that this was a unilateral mistake that had

been caused by a failure to alter the standard template letter that referred to hourly rates by default.

6. In dismissing the claim, I considered the agreed bundle of documents, statement of the Claimant dated 10/6/21, and statements of witnesses for the Respondent: Mr J Meek and Ms S Gibson.
7. My findings of fact were as follows:
 - a) That the Respondent and Claimant agreed that the Claimant would be paid £300 per day plus VAT for his services;
 - b) That this contract was agreed verbally between the Claimant and the Respondent's Mr Meek on 4 January 2021;
 - c) That the agreement to pay £300 per day to the Claimant was consistent with previous contracts between the parties (the most recent being entered into in December 2020);
 - d) That the email from the Respondent's Ms Gibson to the Claimant dated 6 January 2021 contained a unilateral mistake in that it referred to the Claimant being paid £300 per hour instead of £300 per day;
 - e) That the Claimant would have known this was a mistake;
 - f) That the mistake did not revoke or alter the agreement made between Mr Meek and the Claimant on 4 January 2021 that the Claimant was to be paid £300 per day.
8. In making my findings of fact I placed greatest weight on the evidence of Mr Meek and Ms Gibson. The Claimant's evidence, as contained in his statement dated 10 June 2021, did not address the circumstances in which the contract was entered into, the terms, or how they were reached, at all.

Employment Judge Flint

Date: 29/6/2021