



EMPLOYMENT TRIBUNALS

Claimant: Mr A Thom

Respondent: The Energy Checking Company Limited

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

The judgment of the Tribunal is that:

1. The complaint of breach of contract in respect of the failure to pay outstanding monies due on a pre-termination Settlement Agreement is well-founded and succeeds. The Respondent is ordered to pay to the Claimant damages in the sum of **£9,134**.

REASONS

2. The Claimant was employed by the Respondent from 01 April 2019 to 31 May 2021. On 27 April 2021 the parties entered into a Settlement Agreement confirming that the Claimant's contract would terminate on 31 May 2021 by reason of redundancy. The Agreement provided for a Termination Payment of £14,634, of which £9,134 remains outstanding.
3. The proceedings were served on the Respondent at its Registered Office with a response date of 27 October 2021. However, no response was returned. Therefore, in accordance with rule 21 of the Tribunal Rules of Procedure an Employment Judge must decide whether on the available material a determination can properly be made of the claim or part of it, and to the extent that a determination can be made, the Employment Judge must issue a judgment.
4. The Claimant has set out clearly in his Claim Form the relevant events matters relating to the termination of his employment. He has provided the Tribunal with, among other documents, a copy of the Settlement Agreement and confirmation of receipt of £3,500 and £2,000 on 30 June and 13 August 2021 respectively, leaving a balance of £9,134 due.
5. I am satisfied from the material available to me that the Respondent in breach of contract, that the contract is a contract connected with employment and that the

claim arises or is outstanding on termination of employment: **Rock-It Cargo Ltd v Green** [1997] IRLR 581, EAT. Therefore, it was appropriate for a judgment to be issued to that effect. I was also satisfied from the information provided as to the amount claimed. Damages for breach of contract are to be awarded net of tax. The Respondent must pay the Claimant damages in the sum of £9,134.

29th October 2021

Employment Judge Sweeney