



EMPLOYMENT TRIBUNALS

Claimant: Mr K Williams
Respondent: Breasley (UK) Limited
Heard at: In chambers
On: 8 December 2021
Before: Employment Judge Smith

Representation

For the Claimant: Not required to attend
For the Respondent: Not required to attend

JUDGMENT ON RECONSIDERATION

Upon the Tribunal reconsidering the matter on its own initiative, paragraph 2 of the Judgment of 1 October 2021 (sent to the parties on 19 October 2021) is varied in the following terms:

2. The Respondent is ordered to pay to the Claimant damages for breach of contract assessed in the sum of £2,445.53.

REASONS

1. On 1 October 2021 the Tribunal decided the Claimant's claim of wrongful dismissal in his favour and ordered the Respondent to pay damages in the sum of £2,387.80, that sum representing four weeks' net pay. Written reasons were requested by the Respondent and duly sent to the parties on 19 October 2021.
2. On 4 October 2021, shortly after the hearing, the Claimant wrote to the Tribunal querying the assessment of damages in that sum and suggesting an alternative amount. As a consequence, on 20 October 2021 I invited the Respondent to

comment upon the Claimant's email and stated that if the sum of damages could be agreed between the parties, the matter could be reconsidered.

3. On 27 October 2021 the Respondent's solicitor wrote to the Tribunal indicating that the Respondent disagreed with the Claimant's alternative figure but instead put forward its own alternative figure, which I noted was different to that put forward by the Respondent at the hearing. The Respondent's contention was that the sum of £2,445.53 was the correct amount of damages due to the Claimant.
4. On the same day the Claimant replied to the Respondent's solicitor's email to the Tribunal indicating his agreement to the figure of £2,455.53 as being the correct amount of damages.
5. With the parties now in agreement as to the correct sum, exercising my power under **rule 70** of the **Employment Tribunals Rules of Procedure** I consider it in the interests of justice to reconsider and vary the original part of the judgment in which the Respondent was ordered to pay damages to the Claimant, in the sum now agreed.
6. I am also satisfied that it is not in the interests of justice for this to be done at a hearing, as permitted by **rule 72(2)**. It is appropriate to deal with the reconsideration on the papers.
7. Paragraph 2 of the judgment is amended accordingly, in the wording provided for in the Judgment given above.

Employment Judge Smith

Date: 8 December 2021

JUDGMENT SENT TO THE PARTIES
ON

10 December 2021

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AND ENTERED IN THE REGISTER

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FOR SECRETARY OF THE
TRIBUNALS