



EMPLOYMENT TRIBUNALS

Claimant: Mr Adam Jubb

Respondent: Veritas Data Sciences Limited

Heard at: Manchester

On: 7th January 2022

Before: Employment Judge Farrelly

REPRESENTATION:

Claimant: In person and with his father, Mr Geoffrey Jubb.

Respondent: Mr Wole Taiwo Fatunde, a director in the respondent company.

JUDGMENT

The judgment of the Tribunal is that:

. A. The respondent has made unauthorised deductions from the claimant's wages, and he is entitled to the following from the respondent:

(i) £781.04 being monies deducted from wages due in April 2021.

(ii) £80 being commission due for work done.

The total amount payable is £ 861.04

REASONS

Introduction

1. The claimant was employed by the respondent as a sales adviser from 15th February 2021 until 19th April 2021. The claimant alleges that he was not paid salary and commission due in April 2021. This was made up of 10 days' pay for days worked plus two days' pay in respect of bank holidays. He also contends he was not

given an itemised pay statement nor was he issued with a statement of his terms and conditions of employment.

2. A preliminary hearing (case management) was previously conducted in this case, on 10 August 2021 by telephone .A list of issues was identified as follows ;

- (a) did the respondent make unauthorised deductions from the claimant's wages and if so, how much was deducted?
- (b) The claimant contends he was due pay for 12 days in April made up of 10 days' work and two bank holidays which you valued at £784 and 4p. The issue is whether he was due monies as claimed and if so, how much.
- (c) The claimant also contends he was due £80 outstanding commission. He claims commission amounted to £140 and he had been paid £60 with the balance outstanding.
- (d) It is alleged the respondent failed to provide the claimant with an itemised pay statement for April 2021 as required by sections 8 to 12 of the Employment Rights Act 1996.
- (e) It is also alleged the respondent failed to provide the claimant with a written statement of the particulars of his appointment, as required by section 1 of the Employment Rights Act 1996.

Procedure

3. At the preliminary hearing of 10 August 2021, the parties were advised the final hearing will be scheduled for 7 January 2022. By 11 October 2021 each party was to provide the other was a list and copies of all relevant documents and the parties were to agree a hearing bundle. By 1 November 2021 the respondent was to prepare an indexed bundle of documents. By the 22 November 2021 each party was to provide to the other written statement from every person whose evidence relied upon.

4. These Directions were not complied with. A statement was received on behalf of the claimant on the 21 December 2021. The claimant confirms in his statement that after being interviewed by Mr Fatunde he received an offer of employment which outlined the points discussed and agreed during the interview.

5. I find as a fact that the letter contained in the respondent's bundle described as an offer of employment dated 21 January 2021 was provided and it, along with the claimant attending for work, formed the basis for their contractual relationship. Mr Fatunde states that this was confirmed by him in an email albeit a search and cannot find this.

6. In light of correspondence received the claimant was to prepare a bundle of documents and any witness statements to the tribunal and the respondent by the

30th of December 2021. There is an indexed bundle consisting of 69 pages and headed 'Final hearing bundle'. I have also received a statement from Mr Fatunde which was received by email. It states that the claimant was presented with a document on 30 January 2021 which summarised the terms and conditions of his employment. It goes on to state that he acknowledged receipt of this by an email dated 1 February 2021. I cannot find this e mail in the documents available. The statement goes on to refute the claim of non-payment and accuses the claimant of making false claims in relation to commission claims.

7. The claimant attended. He had indicated he would have difficulties fully participating because he is dyslexic and has dyspraxia. I do note however in his original application did not indicate he had any disabilities. He had asked if his father, Mr Geoffrey Jubb, could assist him at the hearing. I was agreeable on the understanding his father could assist him but was not in a position to give evidence about matters with which he was not directly involved.

8. The hearing was conducted via video cloud platform. There were no technical issues.

9. After the evidence was heard, each of the parties was given the opportunity to make submissions.

10. Judgment was reserved and accordingly the Tribunal provides the Judgment and reasons outlined below.

Consideration

11. The claimant worked for the respondent for a brief period of time. The respondent is a small operation, employing six people from one site. It is accepted that the claimant was employed by the respondent of the date stated.

12. The claimant commenced employment as agreed. His work involved PPI claims and he was to receive a salary and commission. On 7 April 2021 he did not attend work, stating he was unwell. He returned to work the following day and received a text message from Mr Fatunde advising him to take a Covid test and not to go to his place of employment until he had a clear result. It was then agreed that Mr Fatunde would provide the claimant with a laptop so he could continue to work from home. This was received on 12 April 2021. The appellant received a negative test result on 14 February 2021 and returned to his place of work on the 15th. On 19 April 2021 he resigned .

13. The documentation provided is limited and the working practices indicate payments have been fluid, with monies advanced to the claimant on occasion and payments for salary and commission made on an irregular interval. The papers include a series of emails from Mr Fatunde to the claimant broadly consistent with the history outlined. Within the papers is the claimant's Barclays bank statement. It shows a lodgement on 12 March 2021 from the respondent, being £550. It is

described as his monthly salary and £135 as his commission. Then, on 19 March 2021 there is another payment of £135 described as commission. On 6 April 2021 there is a lodgement of £145 described a salary. On 12 April there is a lodgement of £60 described as commission. Finally, on 15 April there is an entry for £1406.64 p described as salary. I have also been given a short extract from Mr Fatunde's Barclays bank statements which show corresponding withdrawals.

14. Mr Fatunde has also provided screenshots of text messages to the claimant. They state that the February earnings would be paid on 15 March and the March earnings would be paid on 15 April. There are a series of texts with the claimant querying whether his correct wages have been paid.

15. Against this background of irregular payments, it is difficult to forensically investigate the claimant's contention that wages were not paid for the part of April he worked. The best I can do is that the last payment shown in the bank statements of the claimant and Mr Fatunde are on 15 April 2021 and is for £1406.64 . Given the content of the texts indicating that March is payable on 15 April I would deduce that that payment relates to monies earned in March and not for the work done in April. This should be also consistent with the fact that the claimant only worked part of April and so it is improbable, compared to other figures ,he would have received this amount of money for a few days' work. Again, on the limited information available I find it likely he had not been paid for accrued commission for April and the relatively small amount claimed would be consistent with the timescale. Consequently, I have allowed these monetary claims.

16. The claimant also made a series of claims in a document described ' schedule of loss as of 5 August 2021'. Save for the sums awarded the claimant had not demonstrated entitlement. The respondent has sought to claim monies from the claimant in relation to a failure to give notice. However, as there was no breach of contract claim this was not allowable.

17. In summary, I find the claimant was issued with a statement of terms and conditions of employment which he accepted. I accept he is owed monies as stated in respect of wages earned and commission. Whilst the P 45 was issued which contains essential information he was not provided with a payslip for April 2021. I do not find the other heads of claim established.

Employment Judge Farrelly

7th January 2022

RESERVED JUDGMENT AND REASONS
SENT TO THE PARTIES ON
21 January 2022

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: **2407188/2021**

Name of case: **Mr A Jubb** v **Veritas Data Sciences Ltd**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant judgment day" is: 21 January 2022

"the calculation day" is: 22 January 2022

"the stipulated rate of interest" is: **8%**

Mr S Artingstall
For the Employment Tribunal Office

INTEREST ON TRIBUNAL AWARDS

GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.
2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".
3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.
4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).
5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.
6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.