



# THE EMPLOYMENT TRIBUNALS

## BETWEEN

**Claimant:** Mr C Davison  
**Respondent:** Reveles Energy Ltd (formerly The Energy Checking Company Ltd) (In Administration)

**Heard at:** Newcastle Hearing Centre (by CVP)

**On:** 2 March 2022

**Before:** Employment Judge Morris (sitting alone)

### Representation:

**Claimant:** In person

**Respondent:** No representation, the response having been struck out

## JUDGMENT

The Judgment of the Employment Tribunal is as follows:

- 1) The correct name of the respondent is as shown above.
- 2) The claimant's complaint under Section 111 of the Employment Rights Act 1996 that he was dismissed by the respondent (in that he terminated the contract under which he was employed in circumstances in which he was entitled to terminate it without notice by reason of the respondent's conduct, as provided for in section 95(1)(c) of that Act) and that his dismissal was unfair contrary to Section 94 of that Act, by reference to Section 98 of that Act, is well-founded.
- 3) In respect of that unfair dismissal the respondent is ordered to pay to the claimant compensation of £3,264, which consists only of a basic award there being no compensatory award.
- 4) The claimant's monetary complaint relates to the respondent having made a series of unauthorised deductions from his wages in that it did not pay him the following payments of commission that were due to him on the dates shown:

1 October 2018	£1,985.64
1 October 2019	£1,976.82
1 May 2020	£19,660.68*
December 2020	£3,472.30

\* The initial amount of this sum had been £23,660.68 in respect of which the respondent had subsequently paid £4,000 to the claimant on account of the commission that he was due.

- 5) As the last of the above payments should have been made to the claimant in December 2020 and his claim form in these respects was not presented to the Tribunal until 5 June 2021, the effect of section 13(2) of the Employment Rights Act 1996 is that the Tribunal cannot consider a complaint under that section that in not paying those commission payments the respondent made unauthorised deductions from his wages, contrary to Section 13 of that Act.
- 6) The claimant's complaint that, in the alternative, the respondent was in breach of the contract of employment between them in that it did not pay him any of the above four payments of commission that were due to him is well-founded.
- 7) In respect of that breach the respondent is ordered to pay to the claimant such sum (up to a maximum of £25,000, as provided for in article 10 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994) as would represent the net payment of commission due to him after the deduction of income tax and employee's national insurance contributions from the above total gross sum of £27,095.44.

**EMPLOYMENT JUDGE MORRIS**

**JUDGMENT SIGNED BY EMPLOYMENT  
JUDGE ON 7 March 2022**

**Notes**

**Corrections**

Certain aspects of the above Judgment have been corrected from the oral reasons given at the hearing as a result of fuller consideration during the production of this written Judgment.

**Reasons**

Reasons for the above Judgment having been given orally at the hearing, and no request having been made at the hearing, written reasons will not be provided unless a written request is presented within 14 days of the sending of this written record of the Judgment.

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