



Case Number: 3306688/2020  
3306689/2020

## EMPLOYMENT TRIBUNALS

BETWEEN

**Claimant**

Mr T Bangert

and

**Respondents**

1 Perfectstay Travel Limited

2 PerfectStay Travel Limited

**Held by CVP on 14 March 2022**

**Representation**

**Claimant:**

In Person

**Respondent:**

No appearance or  
Representation

**Employment Judge Kurrein**

**Statement on behalf of the Senior President of Tribunals**

This has been a remote hearing that has not objected to by the parties. A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing.

## JUDGMENT

- 1 The First Respondent is ordered to pay the Claimant the following sums, without deduction, as compensation for breach of contract:-
  - 1.1 £557.39 for failure to reimburse expenses;
  - 1.2 £2,169.84 for failure to reimburse the cost of medical insurance;
  - 1.3 £1,997.00 for failure to provide travel insurance;
  - 1.4 £6,000.00 for failure to pay pension contributions.
- 2 The employment tribunal has no jurisdiction to hear the Claimant's claims for:-
  - 2.1 payment of bonus
  - 2.2 payment of commission
  - 2.3 failure to award shares
  - 2.4 future loss of earnings

- 2.5 reimbursement of legal fees
- 2.6 emotional distress
- 3 The claims against the Second Respondent are dismissed.

## REASONS

- 1 The claimant presented his claims on 4 June 2020.
- 2 In reality the two respondents are the same entity, company number 11320606, incorporated on 20 April 2018.
- 3 The respondent, which was served at its registered office in the United Kingdom and its head office in Paris, has failed to present a response or attend this hearing.
- 4 I have heard the evidence of the claimant and read the documents to which I have been referred. I am satisfied on the basis of that evidence that the claimant is entitled to damages in the above sums by reason of the first respondent's breaches of contract.
- 5 The tribunal does not have jurisdiction for any claims breach of contract that did not arise or were outstanding at the effective date of termination. This applies to the claimant's claims for bonus, commission and future loss of earnings. None of these sums were payable at the effective date of termination.
- 6 The tribunal has no jurisdiction in respect of any alleged entitlement to a share award.
- 7 The tribunal can only award legal costs in specific circumstances. None exist here.
- 8 The claimant is not entitled to damages for emotional stress: he has not pleaded any form of discrimination that might entitle him to such an award.

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14/3/2022

Employment Judge Kurrein

Sent to the parties and

entered in the Register on: 25/3/2022

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For the Tribunal

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