



# EMPLOYMENT TRIBUNALS

**Claimant:**  
Mr B Ardron Sharpe

v

**Respondent:**  
Todds Office Solutions Limited

## JUDGMENT UPON RECONSIDERATION

1. The Reserved Judgment in this matter is varied such that, in paragraph 3 of the judgment, the sum of **£1,666.67** is to replace the originally awarded amount of £1,884.57.
2. The rest of the Reserved Judgment, and its reasons, are not affected by this Reconsideration.

## REASONS

1. The claimant succeeded in his claim for one month's notice pay. The original judgment used the figure provided by the respondent in its ET3 as the claimant's monthly pay. It is recognised that this was an error, as it included the claimant's average bonus and overtime. The claimant's contractual monthly salary was £1,666.67, as his annual salary was £20,000.

### *Respondent's application and reconsideration of the Tribunal's own motion*

2. Rule 71 of the Employment Tribunal Rules of Procedure requires that an application for reconsideration is made within 14 days of the written record being sent to the parties. The written judgment sent to the parties on 19 August 2022 and the application for reconsideration made on 7 October 2022, and so the application is substantially out of time.
3. However, the respondent's application outlines that it only became aware of the judgment when contacted about the enforcement of the judgment produced. Upon investigation at the Employment Tribunal, it is not apparent that the judgment was sent to the respondent on 19 August 2022, or indeed at all. The respondent raised the matter with the Employment Tribunal immediately upon discovering that judgment had been made against it.

4. Rule 70 allows the Employment Tribunal to reconsider any judgment on its own initiative where it is in the interests of justice to do so. In my view, there is an obvious error in the original judgment in that the amount awarded does not correspond to the principle behind the award. The claimant has been awarded one month's notice, and so it is crucial that the amount awarded is accurate. It is in the interests of justice for the judgment to be varied to correct the inaccuracy.
5. Rule 72(2) allows the Employment Tribunal to reconsider a judgment without a reconsideration hearing where a hearing is not necessary in the interests of justice. In this instance, I do not consider that it is necessary to have a hearing. The claimant was given the chance to make written representations about the respondent's application, and he has done so after being given some time to respond in writing. None of the submissions made argue that the amount awarded in the original judgment was the correct amount due under the terms of his contract, and I do not consider that the claimant would be able to persuade me that anything other than £1,666.67 was due to him as his payment in lieu of notice.
6. The respondent's application also outlined that it had paid the claimant a sum of £615.68 in respect of holiday pay in September 2021 and so the amount due should be further reduced. Holiday pay did not form any part of the award given to the claimant and so I do not see, from the documents, how any such payment could serve to reduce the award given for one month's payment in lieu of notice and it is not appropriate for the respondent to withhold any sum that is awarded by an Employment Tribunal judgment

**Employment Judge Fredericks**

Date: 6 January 2023