



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case Number: 4105367/2022

Hearing held by CVP at Glasgow on 7 February 2023

Employment Judge D Hoey

Mr James Panton

Claimant
Represented by:
Himself

Bell Decorating Group Ltd

Respondent
Represented by:
Ms Co utts
(Solicitor)

CONSENT JUDGMENT

1. In terms of rule 64 of the Employment Tribunal Rules, the following consent judgment is issued, the parties having reached agreement as to its terms:
2. The respondent shall pay to the claimant the following sums (less such sums required to be deducted by law):
 - (a) Unpaid wages in the gross sum of £198.71 (ONE HUNDRED AND NINETY EIGHT POUNDS AND SEVENTY ONE PENCE);
and
 - (b) Unpaid bonus in the gross sum of £104 (ONE HUNDRED AND FOUR POUNDS).

REASONS

1. This was a Hearing that took place to determine claims for sums the claimant argued were due to him. The Hearing had been fixed to discuss the position.
2. The Hearing began by the Employment Judge noting that he had previously worked in the same firm with Ms Coutts. Both parties were content that the previous working relationship (which had subsisted over 10 years ago) did not affect the Employment Judge's ability to hear and determine the matter fairly.
3. In the course of the Hearing, agreement was reached as to resolution of the claims.

Wages due

4. The claimant believed the sums he had received by way of wages had been less than that due to him as the contract name on his timesheets had been altered. A bonus card that was submitted along with the timesheet would show the bonus due. For one time sheet that he had, he was able to calculate that he was due £198.71. He did not have any other paperwork that would show other sums that may be due and it may be that no such paperwork now exists. The claimant indicated that he was prepared to accept the sum of £198.71 in resolution of his claim for unpaid wages. The respondent's agent confirmed it was prepared to pay such sums on that basis.

No holiday pay due

5. The claimant accepted he had received all holiday pay due to him (despite the claim form suggesting holiday pay was due to him, which was an error).

Bonus sums due

6. The claimant also said that he was due a bonus that was not paid to him. He was prepared to accept the £104 the respondent said it would pay him in this regard, there being no evidence the claimant had to support any other sums.

No consequential losses sought

7. Finally the claimant had stated that he was seeking consequential losses. He said that as a result of the sums he had not been paid, he missed payments and suffered other losses. The difficulty that arose was that it was not likely to be possible for him to be able to show that the particular sum in question (the £198.71) led to the consequences that caused the losses relied upon. The claimant indicated that if the foregoing sums were paid to him, he would accept those sums in closure of the matter.

Consent judgment to be issued

8. The parties agreed, having considered matters, that a consent judgment would be issued and the sums paid to the claimant by the respondent.

Employment Judge: D Hoey
Date of Judgment: 07 February 2023
Entered in register: 09 February 2023
and copied to parties