



EMPLOYMENT TRIBUNALS

Claimant: Mr P Crinnigan

Respondent: Bushbay Ltd

RULE 21 JUDGMENT having been sent to parties on 14 March 2024 and written reasons having been requested, the following reasons are provided

REASONS

1. The Claimant's claim form alleged that his employment commenced 24 September 2020 and was still ongoing.
2. Both in Box 9 of the claim form and in the attachment to the claim form, he asserted that he had a contractual entitlement to a payment which he described as "full retention pay (professional conduct bonus)".
3. He said that the previous year it had been paid in November, and he had been promised that this year's would be paid in November too. He said that, at the latest, it should have been paid by March 2023.
4. He asserted that the amount in question was £2424.30. The respondent did not file a response, and I was satisfied that the Claimant's information demonstrated that there was an agreement between the Claimant and the Respondent and that I should decide that there was an unlawful deduction from the Claimant's wages.
5. I therefore gave judgment under Rule 21 for that sum and that sum only.
6. The claim documents also mentioned that the Claimant thought that he should have received a KPI bonus too, because of what had happened in previous years, and thought that it was unfair that the Respondent had not set KPIs for that year.
7. My decision was that the Claimant had not demonstrated an agreement between him and the Respondent that he would be paid for achieving particular KPIs for 2022. He says it was unfair that they made it impossible to achieve the target by failing to set the KPIs, but that does not amount to an allegation of a failure to pay wages to which he had become entitled.
8. The Claimant's request for reasons stated that it looks as if the judgment had not awarded him anything for holiday pay. That is correct. No claim for holiday pay was included in the claim form. In describing the terms of his

contract, he mentioned a contractual entitlement to holiday pay, but made no allegation that the term had been breached.

Employment Judge Quill

Date: 15 March 2024.

Reasons sent to the parties on

.....20March 2024.....

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For the Tribunal office