EMPLOYMENT TRIBUNALS

Claimant: Mr R Suleman

Respondent: The fragrance shop

Heard at: Reading (by CVP) **On:** 16 September 2025

Before: Employment Judge Anstis

Representation:
Claimant: In person
Respondent: Mr D Leonard

JUDGMENT having been sent to the parties on 7 October 2025 and written reasons having been requested by the claimant in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

REASONS

1. What I am addressing now is the question of whether in principle, the claimant is entitled to any more pay from the respondent. The question is whether he is entitled to be paid at the rate set out in his written contract of employment, which is £19.65 an hour.

2. This involves consideration of how his contract came to be formed and who knew what at the time. Much of this evidence is not in dispute or cannot be disputed by one side or another. I accept, for example, the claimant's evidence that there was no discussion of pay rate at the time he was recruited. I also accept that he was provided with the contract at the time of his recruitment, that he saw that that showed £19.65 an hour but that once he had signed and returned it electronically he had no further access to it. However, he continued to know that the figure in it was £19.65 and not the £9.65 that the respondent contends for.

3. I also accept that £19.65 was added by mistake by the respondent, and that the £19.65 should have been £9.65 figure. Someone at the respondent had, by mistake, added a "1" onto the front of it.

4. It is what happens after that that is the subject of dispute and that is a little harder for me to understand and rule on. The claimant worked for the respondent twelve hours a week. He says that this was not his main occupation. He was doing it to pursue his interest in fragrances. Because of that, perhaps he was not so concerned about the precise details of his pay as he might have been in other circumstances. He also says, and I accept, that he was unable to access payslips. Whether that was his fault or the respondent's fault is another question, but I accept that in principle, he was unable to access payslips.

5. That leads on to what I consider to be the most difficult part of this case, which is why the claimant never raised any problems with his pay until more than a year after he started work. The claimant's position is that he thought he was to be paid at £19.65 an hour, and while I accept that without payslips he would not know the detail of what he was paid it seems to me that it would have been obvious with a moment's thought that he was being paid far less than that. The difference in the hourly rates is such that one is more than double the other.

6. In the absence of any submissions from the parties on the law I have of my own motion discussed with them some of the law that I consider exists on the question of mistakes in contract, suggesting to them that if a person makes a mistake in the terms it offers, and the other person realises the mistake and accepts those terms, the contract is not binding, or at least the mistaken term is not binding, as between the parties.

7. I have struggled to see how I can explain the year in which the claimant did nothing about this, other than through the basis that he knew that there was a mistake that had been made by the respondent in his written contract, even given what he says about this not being his main occupation and not having access to paperwork such as his contract or payslips. I simply don't understand why it was that he did not protest about this earlier. It seems to me that having received his contract again, to use a word that he expressly denied, he has now opportunistically sought to claim more money than he ever thought that he was entitled to.

8. I conclude that there was no unlawful deduction from wages, that the £19.65 figure in the contract is not the true agreement between the parties, and the claim for unlawful deductions from wages must be dismissed.

Approved by Employment Judge Anstis
10 October 2025

Sent to the parties on:

14 October 2025

For the Tribunal:

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