EMPLOYMENT TRIBUNALS

Claimant: Mr M Bateman

Respondent: CMS Group Ltd

Heard at: Manchester (by CVP) **On:** 14 October 2025

Before: Employment Judge Phil Allen (sitting alone)

REPRESENTATION:

Claimant: In person
Respondent: Mr T Wheddon, counsel

JUDGMENT

The judgment of the Tribunal is that:

1. The claimant was dismissed in breach of contract. The respondent shall pay the claimant damages in the gross sum of **£1,057.69**.

2. The respondent made unauthorised deductions from the claimant's wages on 31 October 2024 and must pay him the gross sum of **£1,991.64**.

REASONS

Introduction

1. The claimant was employed by the respondent from 1 November 2023 until 31 October 2024. He was an account manager. This hearing was to determine the claimants outstanding claims of unauthorised deduction from wages and breach of contract (some of the sums he claimed having been resolved prior to this hearing).

Claims and Issues

2. At a preliminary hearing on 25 April 2025 the issues to be determined at that time were identified. Some of the complaints identified have since been withdrawn. At the start of this hearing, we identified the outstanding issues to be identified. The issues were:

2.1 Did the respondent make unauthorised deductions from the claimant's wages and if so how much was deducted?

2.2 The claimant says he is owed:

2.2.1 £142.75 in unlawful deductions made from the pay made on 31 October 2024; and

2.2.2 £1,848.89 in commission which the claimant contends he was due to have received on 31 October 2024.

2.3 Did the breach of contract claim arise or was it outstanding when the claimant's employment ended?

2.4 Did the respondent do the following: not pay the claimant his correct payment in lieu of notice, leaving a shortfall of £1,891.02?

2.5 Was that a breach of contract?

2.6 How much should the claimant be awarded as damages.

3 Since the case management hearing but prior this hearing, the claimant had withdrawn part (only) of his complaint for breach of contract. A judgment had been issued. No issue was raised by the respondent as a result, it accepted that the claims to be determined were those summarised.

Procedure

4 The claimant represented himself at the hearing. The respondent was represented by counsel.

5 The hearing was conducted by CVP remote video technology with both parties and all witnesses attending remotely.

6 I was provided with bundle of documents, which ran to 256 pages. I read the documents in the bundle to which I was referred either in witness statements or during the hearing. Where a number is included in brackets in this Judgment, that is a reference to the page number in the bundle.

7 During Miss Coop's evidence it was identified that she was referring to a commission policy document which (rather surprisingly in the light of the matter in dispute) had never been disclosed and was not included in the bundle. The claimant did not object to my reading that document when it was subsequently provided, albeit he emphasised that he had never seen it. That document was provided to me during the afternoon and I read it during a break.

8 I was provided with witness statements from the witnesses called to give evidence.

9 I heard evidence from the claimant, who was cross examined by the respondent's representative, and I asked him questions.

10 I heard evidence from three witnesses called for the respondent. Each of them was cross-examined by the claimant, and I asked questions when required. The three witnesses for the respondent were:

a. Miss Darcy Coop, managing director;

b. Mr Andrew Coop, chief executive; and

c. Mrs Josie Cross, executive assistant.

11 During Miss Coop’s evidence, it was identified that she was looking at her own notes on her screen and not just the bundle and witness statements. She was told to desist from doing so (and did). During Miss Coop’s cross-examination and just prior to the lunch break, I raised a concern that we were not going to be able to finish the hearing in the day allocated if the claimant asked all the questions he had prepared. I asked him to focus his questions over the lunch break and to try to ensure that the evidence and submissions were completed within the day. In the afternoon, the claimant focused his questions, and we were able to complete the evidence and submissions in the time available. During Mrs Cross’ evidence it became clear that the version of her witness statement she was referring to was not the same as the one which everybody else had. She subsequently found the correct copy and a break was taken for her to re-read the correct version, before confirming that the content of that version was true and accurate.

12 After the evidence was heard, each of the parties was given the opportunity to make submissions. They each made their submissions orally.

13 As we had exhausted the time available and there was not time to consider and reach a decision, I reserved my Judgment. My Judgment, and the reasons for it, are accordingly set out in this document.

Facts

14 The claimant worked for the respondent as an account manager from 1 November 2023.

15 The claimant had a contract of employment with the respondent which he signed on 1 November 2023.

16 In a section regarding pay (section 9) (36), the contract said regarding commission:

> “*Accounts = 3% of the annual support contract value, equally split between each month of the year*
>
> *Commission = 10% of the annual support contract value, equally split between each month of the year*
>
> *New support contract sales:*
>
> - *If 1 yr, an extra 2% of the 1st year contract value upfront.*

- *If 3 yr, an extra 7% of the 1st year contract value up front"*

17 The same clause went on to say regarding pay:

> "*The Company will review your pay annually and advise you in writing of any pay change. There is no automatic entitlement to an annual increase in your pay"*

18 The notice provision said that the claimant was required to give three months' notice in writing to terminate his employment (shorter periods applied for notice from the company, but they were not relied upon in this case). As part of that section on notice (section 23) (40) the contract said:

> "*The Company reserves the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment, regardless of whether notice to terminate the contract is given by you or the Company.*
>
> *This payment in lieu will be equal to the basic salary/pay (as at the date of termination) which you would have been entitled to receive during the notice period less income tax and National Insurance contributions.*
>
> *For the avoidance of doubt, the payment in lieu shall not include any element in relation to any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is made, any payment in respect of benefits which you would have been entitled to receive during the period for which payment in lieu is made and any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made"*

19 In her witness statement, Miss Coop referred to an outline document which she said all staff had access to which stated the sales commission payment rules/structure. That was a document only disclosed during the hearing. It was not put to the claimant (and he denied having seen it). The version history of the document provided, made clear that it had only been drafted and published on 12 August 2024 (and the particular version provided had been drafted on 25 March 2025). Nothing material in that document was highlighted to me and it did not detail that commission would only be paid once an invoice had been raised.

20 It was the evidence of the respondent's witnesses, that the respondent only paid commission on invoice (not on contract agreement, nor on payment). It was their evidence that was an invariable practice of the respondent and that its systems only paid commission on that occurring. The claimant's evidence was that he had no access to the invoice system, and he was not told when invoices were raised. I was shown no evidence which contradicted his evidence. It was the claimant's evidence that he was unaware whether he had only been paid commission when invoices had been raised, as he did not know when invoices had been raised.

21 The claimant was (at least initially) line managed by Oliver Coop, from whom I did not hear. On 29 November 2023 the claimant's probation period was approved early (48).

22 The claimant's basic salary was £35,000 per annum plus commission. It was the claimant's evidence that on 15 April 2024 Miss Coop asked if he could join her in a meeting room and verbally awarded him a salary increase of £5,000 effective May 2024, with a further £5,000 increase in six months to reflect his one-year anniversary. The claimant's evidence was that he thanked her and shook her hand. It was also his evidence that he texted his wife to tell her, and I was provided with a copy of that text message, recorded as sent at 16.16 on 15 April (59). There was no written documentation recording or confirming the conversation. The claimant did not check his payslips and did not identify that he had not received that pay increase prior to his resignation in September 2024.

23 It was Miss Coop's evidence that she did not say what the claimant alleged on 15 April.

24 On what was said in the 15 April meeting, I needed to decide whether I preferred the evidence of the claimant or Miss Coop. They provided contradictory evidence about a conversation at which nobody else was present. I preferred the evidence of the claimant, supported as it was by a text message sent on the day, to that of Miss Coop. I did not find the evidence recorded in Miss Coop's witness statement to be particularly reliable. The statement mis-recorded the claimant's first initial. Miss Coop's own name at the start of the statement was also mis-recorded (she described herself as Darcy Coop Cross). In paragraph eleven she said the following: "*There is an online document which all sales members have access to which states the sales commission payment rules/structure, and this is also stated in his contract of employment. As has always been the case commission is paid on invoice, we have never deviated from this*". As the paragraph was written in two sentences, what was said was not dishonest. However, I found that the reference to a document which had neither been disclosed nor included in the bundle of documents in the first sentence alongside the second, endeavoured to give the misleading impression that the rule/structure document referred to supported what was said in the second sentence (when it did not do so at all, and it was only drafted some way through the claimant's employment). Taking those matters into account, I preferred the evidence of the claimant to that of Miss Coop. I therefore found that the conversation on 15 April took place as the claimant evidenced.

25 On 20 June 2024 Miss Coop met with the claimant. The claimant's performance was discussed, and Miss Coop provided an adverse view which did not correspond with the claimant's own perception. On 23 June the claimant sent an email to a Ms Davis with his draft proposed email to Miss Darcy (77). The email began "*OK – my overall plan is to leave but until I can demonstrate to Vicki that I can earn enough without this income then I'm going to need to play this game".* Miss Coop emphasised this email when asserting that the claimant had been wrong in his account of 15 April meeting. I did not find that what was said showed that to be the case. It did show that the claimant was in practice intent on leaving the respondent from that date, but I did not find that what was said showed he had (or would) act dishonestly as contended.

26 On 30 September 2024 the claimant resigned. His resignation letter (104) for the first time referred to the pay increases which had been agreed, explaining that the claimant had noticed that the pay increase had not been added to his basic pay. The resignation letter was given at a meeting. It was formally acknowledged in a

letter from Mrs Cross dated 4 October (119), which said that the last day of employment would be 27 December 2024 (a date which did not appear to be to correspond to the three months required). As the claimant highlighted in the Tribunal hearing, the letter did not dispute what the claimant had said about the increase in his salary.

27 The claimant was asked to attend a meeting on 31 October 2024. It was attended by the claimant, Mr Coop, and Mrs Cross. It was the claimant's evidence that the letter of 31 October from Mr Coop had been prepared in advance of the meeting and was handed to him. Mr Coop could not recall whether that was what occurred.

28 The letter of 31 October said the following:

> "*I have taken into consideration your comments about the issues raised and have agreed to pay a salary increase of £5,000, this will be paid pro rata from 1st May 2024 up to 31st October 2024"*

29 The letter went on to say that the claimant was not required to work the remainder of his notice period and would be paid in lieu. It was clearly stated that the date of termination of employment was 31 October 2024. It was also said that the pay in lieu of notice would be basic pay. The provision from the contract regarding payments in lieu was quoted in the letter.

30 I was provided with two notes of the meeting on 31 October, one prepared by Mrs Cross and one prepared by the claimant. Neither were verbatim. In her note (159), amongst other things, Mrs Cross recorded the following:

> "*Andrew agreed to pay Matt Bateman 5k increase, that had not been documented, however was verbally discussed, this will be paid pro rata from 1st May 2024…*
>
> *Andrew agreed to pay Matt Bateman commission on any new contracts signed and invoiced"*

31 In his note, amongst other things, the claimant recorded (160):

> "*Andrew stated that there was obviously no written confirmation of the pay rises to which I stated that there had been a verbal pay rise given directly by Darcy to me. Andrew stated that he had spoke to Darcy & that "she actually thinks that she does remember the conversation" to which I responded "that's because it DID happen"*
>
> *Andrew confirmed they would the pay the back pay & the future pay rise – Josie confirmed that Andrew would be honouring the pay rises"*

32 In their witness statements, both Mr Coop and Mrs Cross referred to the payment of the increased salary as having been a gesture of goodwill. In cross-examination Mr Coop accepted that what was said in the letter was that it was a salary increase (and that it did not say that it was a gesture of goodwill). I did not find that the increase was said to have been a gesture of goodwill in the meeting. Both the letter and Mrs Cross' own notes, made clear that what was said was a

commitment to pay the salary increase and I therefore did not find that any mention of goodwill was made.

33 The other issue in dispute about the meeting, was whether or not Mr Coop referred to paying only commission which had been invoiced, when the commitment to pay commission was made. I accepted Mrs Cross' evidence, based upon the note which she made, that the word invoiced was said. I accepted the claimant's evidence that he did not recall it being said. As explained later in this Judgment, my decision on that point turned upon contractual interpretation and not the later position of the parties. As a result, that factual finding did not materially impact upon the outcome.

34 It is not necessary for me to include in this Judgment the post-termination correspondence. It was the respondent's submission that had the claimant wished to receive a breakdown of the commission paid to him at any time, he could have asked. There was no evidence that the respondent in fact provided the claimant with a detailed breakdown of the commission which was paid to him and why. In her evidence to this Tribunal, Mrs Cross explained the basis for the commission paid, but the figure she provided differed from that in fact actually paid (albeit only by a small amount).

35 In his witness statement, the claimant included an itemised list of commission payments which he said were due. Mrs Cross in cross-examination accepted that all of those listed had been contracts agreed before 31 October 2024. Miss Coop accepted that the most significant disputed sum was for a contract which had been signed by that date but not invoiced or started. The disputed commissions (with the exception of one Lightblue payment), were all for work which was not invoiced until after 31 October, which was the basis upon which the respondent had not made payment.

36 £293.31 was paid as commission in the November pay as recorded on the payslip (234). The payment in lieu of notice was not separately and clearly itemised on either the October of November payslip. It was the claimant's understanding that two entries on the November payslip, both recorded as basic pay, collectively made up the pay in lieu of notice paid. Those two figures totalled £5,608.98.

37 There was also a dispute about a small amount of commission paid in respect of a client, Lightblue. The claimant claimed that he was entitled to commission on the full contractual value of the contract entered into with Lighblue. The respondent had paid commission at 7% on the majority of the contractual value because that was a new support contract but contended that one element had been the cost of a particular item rather than the support package (upon which the commission was payable). That dispute/difference was why the claimant had received commission on that contract which was £68 lower than the amount he believed he should have done. In her evidence during cross-examination, Miss Coop said that the relevant clause was referring to the support contract value, but she understood why what had been said could be ambiguous.

38 This Judgment does not seek to address every point about which I heard or about which the parties disagreed. It only includes the points which I considered relevant to the issues which I needed to consider in order to decide if the claims succeeded or failed. If I have not mentioned a particular point, it does not mean that I

have overlooked it, but rather I have either not considered it relevant to the issues I needed to determine or I have not considered it necessary to refer to in these reasons.

The Law

39 Neither party relied upon any law in their submissions. It is not necessary for me to recount detailed law in this Judgment.

40 Part of the claim was for unauthorised deductions from wages under section 23 of the Employment Rights Act 1996, relying upon the right under section 13 of the Employment Rights Act 1996 which provides that:

> "*An employer shall not make a deduction from the wages of a worker employed by him unless:*
>
> *(a) The action is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract; or*
>
> (b) *The worker has previously signified in writing his agreement or consent to the making of the deduction*."

41 Under section 27 of the Employment Rights Act 1996 "wages" includes any commission.

42 In practice what I needed to determine was: whether the claimant was contractually due amounts which were not paid to him; and, if not, whether any deduction made from the payment of any wages, was otherwise authorised in one of the ways described and/or was reimbursement of an overpayment of wages.

43 The Employment Tribunal is given the power to determine a claim for breach of contract, where it is outstanding on termination of employment under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994.

44 The express words used in a contract must be given their ordinary meaning. It is possible to imply into the contract terms which are not expressly recorded. Two of the ways in which that can occur are: to reflect the parties' intentions at the time the contract was made (including by applying the business efficacy or the officious bystander tests); or by custom and practice. A term can be implied into the contract if it is necessary to give business efficacy to the contract. A term can be implied into the contract if it is so obvious that it goes without saying. To be implied by custom and practice, the term must be reasonable, notorious and certain, and followed because there is a legal obligation to do so.

Conclusions – applying the Law to the Facts

45 I first considered the claimant's claim that the respondent had made unauthorised deductions from his wages.

46 £68 of the alleged deduction represented the difference between the parties on the commission which had been due on the Lightblue contract. The employment contract provided that what was payable was the specific portion of the first-year

contract value. The respondent contended that an element of the contract was not due to have that commission paid on it, in summary because it made no financial sense to do so. The claimant contended that it was still a part of the contract value and so, applying the definition used, commission should have been paid. Whilst I understood the respondent's evidence and argument about why commercially the position should be as it asserted, my responsibility was to determine what the contract said and what the claimant was entitled to as a result. The employment contract wording made no distinction between the component parts of any contract. I heard no evidence from the respondent that the sum asserted was not in fact within the contract value. There was no other argument advanced by the respondent that there should be terms implied into the contract. As a result, applying the words of the contract, I found that the claimant was entitled to the sum claimed. When the respondent did not pay the claimant £68 for that element of the Lightblue contract, it made an unauthorised deduction from his wages.

47 In his witness statement, the claimant set out commission payments which he said were due to have been paid. £1,344 arose from the contractual entitlement to 7% of the first-year contract value for a specific client, for which nothing was paid at all. He listed other commission payments which he said were due which totalled £872.95. He accepted that he had received a commission payment (albeit he was not sure specifically for what) of £293.31. That meant that he claimed that he had been underpaid commission of £1,923.64 (when the £68 already addressed was left out of the figure). The issue in dispute for all of that claimed commission, was whether or not it was a term of the claimant's contract that the commission was only payable once the invoice had been raised, rather than when the contract with the client was entered into by the respondent.

48 I fully understood the respondent's argument that it made commercial sense for the sum to only be payable upon invoice, rather than upon contract agreement. Indeed, in my experience, many employers provide for equivalent commission or bonus payments to only be payable when the invoice is paid, which arguably makes greater commercial sense (but was not what anybody contended was the position in this case). What I needed to determine was, based upon the terms of the contract as agreed by the parties, when was the commission due to be paid? Reading the express words used in the contract, I could see nothing which said in the clause (or the contract) that it was a requirement that an invoice had to have been raised before commission would be paid. That is not what the clause said, as there was no reference to invoice at all.

49 During his submissions, I asked the respondent's counsel what was the basis upon which the respondent said that the requirement to have raised an invoice before commission was due to be paid, was incorporated into the contract. He submitted that it was not something that needed to be specified, very clearly in practice it was what occurred. I could see no need for the requirement to raise invoices to be implied into the contract for the contract to make sense. As I have explained different contracts may have different triggers for commission payments and invoices having been raised is not a term required to make the contract effective. There was nothing which showed that it was the intention of both parties when the contract was entered into. It was not necessary to imply into the contract such a term for business efficacy. It was not simply something that went without saying. I would have accepted that the clause required a contract with a client to

have been entered into before commission was payable/due, but I did not find that what had been agreed between the parties required an invoice to have been raised before the commission was properly payable.

50 I also could see no basis for finding that such a term had been incorporated into the contract by custom and practice. The respondent might have operated the contract on the assumption that an invoice was required, but the claimant was entirely unaware that was what might have triggered payment, and he had no visibility of when invoices were raised.

51 As a result, I found that the claimant was entitled to receive the commission payments due for contracts entered into (but not invoiced) as at 31 October 2024. There was in practice no dispute that the contracts which led to the disputed commission had been entered into by 31 October 2024 (Mrs Cross accepted that was the case). As a result, the claimant was due to be paid commission on those contracts on 31 October 2024 when his employment terminated. The unpaid commission was £1,923.64 (when the commission paid in November 2024 was taken into account).

52 There was no argument put forward that the deductions were otherwise authorised.

53 For the reasons which I have explained, the respondent made an unauthorised deduction from the claimant's wages when it failed to pay him the gross sum of £1,991.64 as commission in his wages on 31 October 2024 (being the total of £68 plus £1,923.64).

54 I then considered the claimant's remaining breach of contract complaint. The claimant was paid a sum in lieu of notice by the respondent on 29 November 2024. It was the amount which he was paid which was in dispute. The payment made was for the outstanding two months of the notice period. The payment made was calculated on a gross annual pay figure of £35,000. The claimant contended that it should have been based upon a gross annual pay figure of £45,000.

55 As I have already explained, I found that Miss Coop agreed to increase the claimant's pay to £40,000. The respondent relied upon what the contract said about pay reviews and pay increases in writing and contended that any verbal agreement was not contractually binding. Whilst that offer was not produced in writing and did not occur on the occasion when a review would have taken place under the contract terms, I still found a verbal commitment spoken by the respondent's managing director to the claimant as being contractually binding on the respondent.

56 Even had I not found that Miss Coop had said what was alleged, I would still have found that the respondent had agreed to increase the claimant's salary to £40,000 because of what was recorded in the letter from Mr Coop of 31 October 2024 and what was subsequently said by him in the meeting of the same date. That is exactly what that the letter said. Based also upon what was recorded in her notes by Mrs Cross, it was also what Mr Coop said to the claimant in the meeting on 31 October, as she recorded that Mr Coop had agreed to pay the £5,000 increase. That statement being made by the respondent's chief executive in a meeting with the claimant was also binding on the respondent.

57 As a result, I found that the claimant's salary had increased to £40,000 by 31 October 2024. When paying the claimant in lieu of notice for the remaining period of notice outstanding, the respondent was contractually required to pay at the rate equivalent to £40,000 per annum. The respondent did not do so and therefore it was in breach of contract.

58 The claimant claimed that the payment in lieu of notice should have been at the rate equivalent to £45,000 per annum and not £40,000. For that, he relied upon the conversation with Miss Coop. The difficulty that the claimant faced with that argument, was that the commitment made had only been to increase the salary further in November 2024. The claimant interpreted the contractual provision regarding pay in lieu of notice as stating that the pay in lieu would be the amount to which the claimant would have been entitled to receive during the notice period. I understood that interpretation because it was in part what the clause said and the clause was not necessarily entirely clear. However, the clause included the words "*as at the date of termination*" in brackets immediately after the statement that the claimant would be paid in lieu of basic salary/pay and prior to the words upon which the claimant relied. I accepted that the inclusion of those words in the provision must have been intended to have meant something. When I asked the claimant what they could mean (during his submissions), he was unable to provide any suggestion. I found that the inclusion of those words in the relevant provision, in practice defined the salary/pay to be paid in lieu, as the salary payable at the date of termination (thereby excluding from it any agreed increases in pay which were to be applied post termination date). On that basis, applying the contractual provision regarding payment in lieu, I did not find that the claimant was entitled to receive payment in lieu of notice at a rate equivalent to £45,000 per annum, as the payment in lieu was to be paid at the salary as at the date of termination, which was £40,000.

59 Having found that the respondent was in breach of contract when it paid the claimant in lieu of notice, I needed to decide the damages that the claimant should be awarded. I did not find that to be as straightforward an exercise as it should have been (it was something that parties should have been able to have agreed). When I asked him in submissions what amount he said he should be awarded if the damages were based on £40,000 (rather than £45,000), the claimant claimed that he was entitled to damages of £1,058.59. He did that by calculating that two months' pay in lieu at £40,000 should have been £6,666.67. As I have explained in the facts section of the Judgment, the payments which appeared to have been made in lieu of notice totalled £5,608.98. The sum claimed therefore represented the shortfall. The respondent's counsel said that the respondent's position was that the sum ought to be £854. The respondent provided no other evidence which set out its contention on the potential payment due. I noted that there might have been some argument about whether the outstanding period of notice paid in lieu was genuinely two months or some slightly shorter period, but that argument was not made to me, nor was a calculation (or detailed calculation) put forward as it could have been in a counter-schedule, evidence or submissions. Accordingly, based upon the arguments made at the hearing and as the respondent had provided no other evidence about the pay in lieu of notice, I accepted the claimant's approach to calculating the damages due. I therefore awarded him damages of **£1,057.69** (being the total I calculated when deducting the sum paid of £5,608.98 from the sum due of £6,666.67).

Employment Judge Phil Allen

16 October 2025

RESERVED JUDGMENT AND REASONS
SENT TO THE PARTIES ON

27 November 2025

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions
Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

Recording and Transcription
Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:
https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990
ARTICLE 12

Case number: **6021461/2024**

Name of case: **Mr M Bateman** v **CMS Group Ltd**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 27 November 2025

the calculation day in this case is: 28 November 2025

the stipulated rate of interest is: **8% per annum**.

For the Employment Tribunal Office