



EMPLOYMENT TRIBUNALS

Claimant: William Aaron Thompson

Respondent: Neilson Financial Services Limited

Heard at: Croydon (by CVP) **On:** 24 September 2025

Before: Employment Judge Lumby

REPRESENTATION:

Claimant: did not attend

Respondent: Ms Claire King (HR)

JUDGMENT

The judgment of the Tribunal is that the complaint of unauthorised deductions from wages is not well-founded and the case is dismissed.

REASONS PURSUANT TO A REQUEST FROM THE CLAIMANT

Introduction

1. These are written reasons for my decision, given at the request of the claimant. In their application for written reasons, the claimant also refers to reconsideration but without providing any grounds for that. I have therefore assumed that their application is simply for written reasons with a reconsideration request potentially to follow. Having written these reasons, I can however see no reason on the facts why a reconsideration application should succeed.

Background

2. The claimant brought a claim for unpaid commission. He was employed by the respondent from 17 June 2024 until 5 August 2024, as a life insurance sales agent. Early conciliation occurred between 30 August 2024 and 2 October 2024. The claim was received by the Tribunal on 5 October 2024.
3. He says that commission was paid in the month after it was earned and that he earned £450 commission in July 2024. He says this amount has not been paid.
4. A hearing to consider the claim was set for 20 February 2025, by a letter from the Tribunal dated 10 October 2024. This letter also contained various case management orders, including a requirement for the claimant within four weeks to provide the respondent with a document setting out how much he was owed and how this was calculated and copies of all supporting documents and evidence. These documents were to be brought to the hearing.
5. This hearing was postponed as the claim was not properly served on the respondent. By a letter dated 20th February 2025 from the Tribunal, the hearing was re-arranged to 28 April 2025 and it was stated that the parties or representatives must attend. The case management orders were restated, together with a requirement to submit electronic copies of all supporting documents and evidence not later than two working days before the hearing.
6. A response was received from the respondent on 27th February 2025 and accepted by the Tribunal. The respondent denied the claim, arguing that his contract provided that any commission payable after the date he ceased to be an employee would be forfeited. The commission for July 2024 was payable on 30 August 2024; as the claimant's employment ended on 5 August 2024, the respondent argued that he was not employed when the commission became payable and so was forfeited. Accordingly, they contended that the claimed commission is not payable. They also say that if payable, it would only amount to £319.50, not the £450 claimed.
7. The respondent provided the Tribunal with a copy of the claimant's contract of employment.
8. The hearing on 28th April 2025 proceeded as scheduled before Employment Judge Sudra. Claire King of the respondent attended; she is their head of HR. The claimant did not attend, by email sent at 6.34am saying that he was not well enough to attend. Employment Judge Sudra subsequently issued case management

orders, setting a date for a final hearing of 24th September 2025. These case management orders were sent to the parties on 4th June 2025.

9. The case management orders also required that the claimant must within seven days of the date of the order:

- (i) *Explain why he was unable to attend the Hearing and send to the Tribunal medical evidence of the impairment which prevented him from attending; and*
- (ii) *confirm whether or not he is pursuing his claim. If not, the Claimant must state that he is withdrawing his claim.*

No response was received from the claimant.

10. The case management order also contained requirements for production of witness statements and the provision of evidence. No evidence was provided by the claimant to the respondent and he did not provide a witness statement to the Tribunal.

The hearing

11. The final hearing took place on 24th September 2025. Ms King attended, as before. The claimant did not attend and provided no explanation for his non-attendance. No representative attended on his behalf. The Tribunal tried to contact him, without success.

Law

12. The tribunal's powers and rules are set out in its Rules of Procedure 2024 (the "ET's Rules of Procedure").

13. Rule 47 of the ET's Rules of Procedure provides:

"If a party fails to attend or be represented at the hearing, the Tribunal may dismiss the claim or proceed with the hearing in the absence of that party. Before doing so, it shall consider any information which is available to it, after any enquiries that may be practicable about the reasons for the party's absence."

14. It has long been good practice for a tribunal, before proceeding in a party's absence, to try to contact the absent party by telephone at his or her house, workplace or last known address, and this practice has received judicial approval — Southwark London Borough Council v Bartholomew 2004 ICR 358, EAT.

15. In this case, no apologies for absence or request to postpone had been received. In addition, there had been no compliance with the case management orders requiring evidence for his absence from the last hearing. Attempts to contact the claimant were unsuccessful.
16. The Tribunal considered that it had sufficient grounds to dismiss the claim pursuant to Rule 47 or to strike it out for non-compliance with Tribunal directions and/or for not actively pursuing the claim. However, as the respondent had provided evidence, it was considered in the interests of justice to consider this and so proceed with the hearing in the claimant's absence.
17. As a result, the hearing went ahead without the claimant.

Issue

18. The issue to be determined was whether the claimant was entitled to be paid the commission he says he earned in July 2024.

Facts

19. I found the following facts proven on the balance of probabilities after considering the whole of the evidence, both oral and documentary, and after listening to the factual and legal submissions made by the respondent.
20. The claimant was employed by the respondent from 17 June 2024 until 5 August 2024, as a life insurance sales agent.
21. The respondent paid commission a month in arrears. Commission for July 2024 was therefore payable on 31 August 2024.
22. He therefore was employed in July 2024 but had left by the time the commission for that month was payable.
23. I make no findings as to the amount of commission that would have been payable as the claimant provided no evidence to support his claim.
24. Clause 6.2 of the claimant's contract of employment provides:

"You may be paid a monthly commission in accordance with commission schemes set by the company from time to time. There is no obligation on the Company to pay commission and the Company reserves the right to cancel or alter any

commission scheme at the Company's sole discretion. Commission is always paid a month in arrears. You will forfeit any and all commission payments payable by the Company at any time after the date on which you cease to be employed by the Company."

Law

25. The claimant's claim for breach of contract is permitted by article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 ("the Order") and the claim was outstanding on the termination of employment.
26. Normal contractual principles apply to claims under the Order, which includes the right of set-off, even in circumstances where the employer has not entered an employer's counterclaim under paragraph 4 of the Order, see for instance Ridge v HM Land Registry [2014] UKEAT 0485/12.
27. The claimant also claims in respect of deductions from wages which he alleges were not authorised and were therefore unlawful deductions from his wages contrary to section 13 of the Employment Rights Act 1996.
28. Under section 24(2) of that Act, where a Tribunal makes a declaration that there has been an unlawful deduction from wages it may order the employer to pay such amount as a Tribunal considers appropriate in all the circumstances to compensate the worker for any financial loss sustained by him which is attributable to the matter complained of.
29. The Deductions from Wages (Limitation) Regulations 2014 apply to claims issued on or after 1 July 2015. These regulations have introduced section 23(4A) to the Employment Rights Act 1996 which limits claims for unlawful deductions to the period of two years ending with the date of presentation of the complaint.

Consideration

30. Having established the relevant facts and law, I determined as follows by applying the law to the facts.
31. The claimant has brought his claim in time and it is therefore one which the Tribunal has jurisdiction to follow.

32. The claimant did not provide any evidence to support his claim, despite orders from the Tribunal to do so. He also did not attend the two hearings held and so lost his opportunity to state his case.

33. I therefore only had the claimant's contract of employment to consider. Clause 6.2 of this is clear that any entitlement to commission which is payable after employment has ceased will be forfeited. Any commission earned for July 2024 was payable on 31 August 2024. The claimant's employment ended on 5 August 2024. As the commission was payable after the claimant's employment had ended, the respondent was entitled to forfeit the commission for July 2024.

34. As a result, there was no breach of contract by the respondent nor any unlawful deduction, as it was contractually entitled not to pay this. This means that the claimant's case cannot succeed as the respondent was entitled to forfeit any commission for July 2024.

Decision

35. The case is therefore dismissed.

Approved by:
Employment Judge Lumby
8 December 2025

Judgment sent to the parties on: 31
December 2025

For the Tribunal Office:

P Wing

Note

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

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