



EMPLOYMENT TRIBUNALS

Claimant: MR R DEANS
Respondent: WALKER AND WATTS LTD

Heard at: Watford (by CVP)
On: 11/8/2026
Before: Employment Judge Mr J S Burns

Representation

Claimant: In person
Respondent: Ms S Lee (Consultant)

JUDGMENT

1. The claim of breach of contract succeeds
2. By 25/8/26 the Respondent must pay the Claimant the sum of £8930.36

REASONSIntroduction

1. The ET1 was presented on 1/4/2025. The claims were for holiday pay, arrears of pay and other payments.
2. I heard evidence from the Claimant who had produced a witness statement, various emails and WhatsApp messages, a schedule of loss and a spreadsheet showing overtime and TOIL owed ("the spreadsheet"). The Respondents had not complied with the directions and failed to produce any witness statements or witnesses.
3. Ms Lee had made a late written application for an adjournment but during the hearing did not pursue this and agreed that the hearing should continue. As there was no good reason for an adjournment I would have refused it anyway.

Findings/Conclusion

4. The Claimant worked for the Respondent from 6/6/2016. He resigned in February 2025 to take up another job. The effective date of termination was 24/2/2025 and the Respondent paid him his normal hours salary up to that date.
5. In addition, the Respondent owed him overtime and a payment on leaving for TOIL which he had not taken. In January 2025 when he was discussing his departure with the Respondent, he arranged to meet the Respondent's directors Barry Walker and Stephanie

de Beer to discuss how he would be paid for these. The meeting took place in a coffee shop in London on 22/1/25. The Claimant had with him the spreadsheet which showed his calculations that he was owed 40.25 hours overtime and 20.2 days TOIL. His rate of pay for this was £33 per hour.

6. The Claimant and Mr Walker on behalf of the Respondent agreed that the Respondent's outstanding liabilities to the Claimant (not including his normal salary) would be settled by the Respondent paying him on the termination date half the value of the overtime and TOIL shown on the spreadsheet plus the figure which would be payable to him as a statutory redundancy payment if he had been made redundant. This was an oral agreement which they shook hands on.
7. However, the Respondent reneged on the agreement subsequently by denying it and not paying him.
8. Half the value of the times on the spreadsheet is calculated thus:
 $40.24 \times £33 = £1327.92$
 $20.2 \times 8 \times £33 = £5332.80$
Subtotal £6660.72
50% = £3330.36
9. The statutory redundancy payment of the Claimant who had worked for the Respondent for 8 years, was aged 40 years and who earned about £750 per week would have been £5600.
10. The sum payable under the severance agreement was therefore £3330.36 + £5600 = £8930.36 which sum is due as a contractual debt.

Approved
J S Burns Employment Judge
11/8/2026
For Secretary of the Tribunals
Date sent to parties

14 September 2026
