



EMPLOYMENT TRIBUNALS

Claimant: Mr I Imran
Respondent: RiverSafe Ltd
Heard at: East London Hearing Centre
On: 20 October 2025
Before: Employment Judge S Iman

Representation

For the Claimant: Self-represented
For the Respondent: Miss Gregory (Head of Finance)
Mr Singh (also attended as HR advisor)

JUDGMENT having been sent to the parties on 15 December 2025 and reasons having been requested in accordance with Rule 62(3) of the Rules of Procedure 2013.

REASONS

1. The claims of unlawful deduction of wages and breach of contract are not well-founded and are dismissed.

Documents before the Tribunal

- (i) Schedule of Loss;
- (ii) Commission sheet;
- (iii) Final commission statement;
- (iv) Commission calculation;
- (v) Claimant's witness statements dated the 08 October 2025;
- (vi) Claimant's documents which included a copy of the Claimant's contract, compensation plan and disputed deals.
- (vii) Respondent's commission calculation.

2. The parties did forward each other their documents during the hearing and gave evidence on each other's respective positions in respect of calculations. The parties were given time to look at each other documents.

Witnesses

3. The Tribunal heard from Miss Gregory and from the Claimant.
4. There were a number of matters that were agreed between the parties. Namely, the terms and the validity of the contract. However, it was disputed how the terms should be interpreted, what was disputed was the amount owed.

The contractual terms

9. BONUS AND COMMISSION

- 9.1 *You will be eligible to be considered for an award of a discretionary annual bonus. Whether a bonus is awarded and the amount (if any) of bonus awarded will be determined at our discretion on whatever basis and after taking account of whatever factors we consider appropriate. These factors may differ from those used in determining previous awards and as between employees of similar status.*
- 9.2 *Award of a bonus in one year will not give you any right to be awarded a bonus in any subsequent year. The amount of bonus awarded in one year should not be taken as an indication of likely bonus awards in subsequent years.*
- 9.3 *Payments made and benefits conferred in respect of bonus and/or commission will not be consolidated into base salary, nor will they count towards any remuneration-related benefits such as pension entitlement or life assurance.*
- 9.4 *Commission will be based on an agreed comp plan.*

...

17. TERMINATION OF EMPLOYMENT

- 17.1 *After you have been informed in writing that you have successfully completed your probationary period, either party may terminate your employment at any time for any reason by giving the other notice in writing of not less than one month or such longer period as may be required by law.*
- 17.2 *Instead of requiring you to work during your notice period (or any remaining part of it), we may at our absolute discretion choose to terminate your employment immediately and pay a sum equivalent to your gross basic salary (less appropriate PAYE deductions) in lieu of your notice period (or the remaining part of it) only.*

17.3 *For the avoidance of doubt, the payment in lieu of notice specified at clause 17.2 shall not include any amount referable to commission, bonus or any other payment or benefit which would have been paid or provided to you during your notice period.*

17.4 *In the event we choose to terminate your employment under clause 17.2, the Termination Date shall be the earlier of:*

17.4.1 *the date on which we inform you that your employment has been so terminated; and*

17.4.2 *the date on which you receive the relevant sum.*

5. The Claimant assisted the Tribunal in respect of how he had calculated his commission figures and referred the Tribunal to a document/email from Daniel Lewis on the 16 August which he states sets out the Base Commission rate at 15 percent and the acceleration figures at 20 percent for 100-150 percent and 25 percent at 150 percent plus.
6. This document also specified that the gross profit target per month was £26,000 with a note that *need to generate circa plus 800k of sales if in GP 35 percent* with an annual profit margin £312 000. The document was titled compensation plan and was where the Claimant had obtained his rates.
7. The Claimant explained the meaning of acceleration namely, if he had hit over £800k per annum which was analysed per quarter achievement. The expected annual target was £800k was that he would receive £45,000 in his basic salary and that amount in commission which would mean he would receive £90,000 and anything achieved in excess of the target would mean the acceleration rates would take effect.
8. Miss Gregory explained that the parties were agreed on most of the principles of calculation in respect of what she heard. She explained that commission was paid on gross profit. That usual commission is 31 percent on sales - which is where the £312,000 was obtained. She explained that if the claimant earned that he would get 15 percent on that which is where the £45,000 came from. She agreed that the annual profit margin was £312,000. She agreed the accelerations rate as set out also.
9. She explained the calculation also if the claimant overachieved the target – for anything up to £31,200 he would earn 15 percent commission. She explained that if he earned £468,000 (namely 150 percent of the target) he would get a 20 percent commission on that. She explained that additional rates were an accelerator for overperformance and anything above that would attract the 25 percent commission on the gross profit.
10. She explained that the calculations were for the year ending March 2025 (however, the claimant was terminated on 04 February and was given a one-month notice period. He earned £239,000 so he was not on target. On analysis the sales were higher, but the gross profit was lower. In effect more was sold at a lower price. He was given his base salary and £44,000 in commission. Quarter 1 was

underperformance so 10 percent was paid. Quarter 2, he overperformed and was paid 20 percent and Quarter 3, he overperformed was given 20 percent and Quarter 4, he was given 15 percent as he was within target. Hence why the calculation was £44,000.

11. Mr Imran referred the Tribunal to the final commission calculation sheet which was sent to him by the Respondent at the end of his employment and he referred the Tribunal to *column J* titled *Gross profit value at 31%/or less actual contractor rate*. The total sum was £451,614. He explained that it was more if you included row 34 and 36 for reasons, he was unsure. With those included it was approximately £468,000, but that he was being pragmatic and looking only at the amounts in column J for the purposes of the claim.
12. He stated that he was still technically an employee until the 04 March and was still owed commission for the deals that completed in the time he was on gardening leave. That was including the POs set out at rows 34 and 36. He still had around £213,000 that he is owed commission in respect of the value of his PO'S. He explained that some of them ended in March and some later that year and those are still PO's that are benefiting the company.
13. He was unsure whether the accelerator applied for them, but that at a minimum he was still owed £32,000 based on the basic rate of 15 percent. His claim was more is amounting to around 40,000 but *he would go with 36,000*. There were disputes on the file which he did not want to go into and just wanted the basic 15 percent.
14. Miss Gregory was exemplary in her explanations to the Tribunal in respect of accounting principles. She explained that historically they only pay commission on revenue recognised. A purchase order can come in and they can change and as Mr Imran had explained a customer can cancel. She explained that sometimes the margin attributed to the PO becomes more and it becomes sub optimal. She explained that the bulk of the difference in calculations between the parties was that the revenue had **not been recognised on his departure**. In respect of line 34 and 36 for example, those projects had not even started and therefore no revenue was recognised as of departure from the Respondent's perspective.
15. Mr Imran interpreted clause 17.3 to include commission payment for all the work that he has done in respect of Purchase Orders. He explained that only 2 were cancelled and the others were delivered regardless of the time limits when the payment was delivered/ recognised. He brought the work and should be paid for it.
16. In response, Miss Gregory referred the Tribunal to clause 17.3:

For the avoidance of doubt, the payment in lieu of notice specified at clause 17.2 shall not include any amount referable to commission, bonus or any other payment or benefit which would have been paid or provided to you during your notice period.
17. Mr Imran explained that he considered that 17.3 did not apply as he was there until 05 March 2025 and that these payments were not caught by that.

18. Both parties were very helpful in assisting the Tribunal and we spent a considerable time going through the spreadsheets.
19. Mr Imran explained that his colleague had provided a witness statement in respect of the contracts that continued. Miss Gregory explained that even though the contracts did continue, accounting principles meant that commission is paid on revenue recognised which is the position for all executives and was the position for Mr Imran throughout his employment. Both parties were given an opportunity to respond fully. The parties agreed that the contract was valid, the commission rates payable and how the calculations are generally done. The dispute was in respect of the contractual interpretation of the contractual clause relating to commission payable and what Mr Imran was entitled to be paid at the end of his employment.
20. Miss Gregory was clear that no payments were made during gardening leave in respect of commission and/or bonuses for that period for all staff in accordance with the terms of the contract. She stated that this was company position. It would make no sense to be paying commission months/years after individuals had left the company and that this had not been done. She explained that the **revenue recognised** on the projects named in the spreadsheet and Mr Abbass' statement had been accounted for and paid.
21. Mr Imran explained that all previously earned commission was not forfeited and was payable. His projects did not last beyond 12 months and that most of them had been delivered and most did not go beyond March, April or May (namely the few months following his termination.) He explained that the organisation did not follow rules and made-up practices and therefore the contract could not be fully relied upon. He accepted that his calculations went to the end of the validity of the PO's but at the very minimum the amount owed to him should have been to the end of the notice period.
22. The Tribunal found both witnesses to be credible, genuine and honest. Though there was a dispute in respect of the calculations and interpretation of clauses, they both assisted the Tribunal and were professional in the way they presented the circumstances as they understood them and the Tribunal was grateful to them both for their assistance.
23. In the Tribunal's conclusion the contractual terms were very clear. The Tribunal concluded that the claimant was not owed commission for revenue that had not been recognized at that date of his termination. The Tribunal accepted that the last working day was the 04 February for calculations and therefore the commission was calculated until that date appropriately as per the contractual terms if the project was paid or underway.
24. The Tribunal accepted the evidence of Miss Gregory that the revenue recognition occurs when the work commences [namely if the project is underway but payment has not been made] and/or payment is made and that she applied these principles to the calculations made. The Tribunal found Miss Gregory to be exemplary and diligent and that she had given careful thought to the amounts payable. The Tribunal gave limited weight to Mr Abass's statement due to the fact that he did not attend the Tribunal. However, it rejected the position that the company had a changeable policy in respect of how commission was paid. That was not the evidence of Miss Gregory,

Case Number: 6017364/2025

and the Tribunal accepted her evidence in respect of how calculations were done and paid for in respect of commission. The Tribunal also considered Mr Imran was general and vague at times in his evidence in respect of the changeable policy position. Accordingly, the claims are dismissed.

Employment Judge S Iman

Dated: 23 September 2026