EMPLOYMENT TRIBUNALS

Claimant: Simon Bennett
Respondent: Travel Up Limited

Heard at: Reading Employment Tribunal (in person)
On: 2, 3 and 4 September 2026
Before: Employment Judge S Matthews

Representation
Claimant: In person
Respondent: Mr A Williams (solicitor)

JUDGMENT was sent to the parties on 28 September 2026 and written reasons were requested in accordance with Rule 60 of the Employment Tribunal Procedure Rules. The following full reasons are therefore provided:

FULL REASONS

Background

1. The respondent is a travel agency which employed the claimant as Head of Air Product from 9 May 2022. The claimant resigned on 16 September 2024.

2. The claimant brings complaints of constructive unfair dismissal, unauthorised deductions from wages and/or breach of contract.

3. The claimant contacted Acas for early conciliation purposes on 29 October 2024 and the certificate was issued on 10 December 2024. The claimant submitted a claim form on 9 January 2025.

4. The sources of evidence referred to during the hearing were witness evidence and a bundle of documents which was 366 pages long.

5. There were many pages containing redacted wording in the original bundle. The respondent was unable to explain the reasons for the redactions other than 'commercial sensitivity'. The respondent produced an unredacted version of the bundle which we used in the hearing. References to pages in the bundle below are set out in square brackets [X].

6. The claimant relied on his own witness statement and a supplementary

statement which he produced after seeing the unredacted bundle. He also produced statements by Paul Spencer Knudson, a previous colleague of the claimant, and Nicolas Corney, a current colleague of the claimant. I decided to disregard the latter 2 statements because the individuals could not give evidence directly relevant to the claimant's employment with the respondent.

7. The respondent relied on witness statements from:

   Craig Ashford (Chief Commercial Officer), the claimant's line manager.

   Kuber Batra (Director of Operations), who determined the claimant's grievance.

   Claire Rixon (Director of Compliance), who determined the grievance appeal.

8. The claimant and all the respondent's witnesses were asked questions about the evidence contained in their statements. References to paragraphs in the witness statements consist of the witness's initials and number of the paragraph (AB/YZ), with the exception of the claimant who is referred to as C (C/YZ).

Issues

9. The issues to be decided by the tribunal were clarified at the beginning of the hearing. At a case management hearing before Employment Judge Annand on 17 February 2026 the respondent argued that a conversation which took place with the claimant on 26 January 2024 was a protected conversation. That was recorded in the list of issues at numbers 1 and 2. At the outset of this hearing, Mr. Williams, representing the respondent, confirmed that the issue was not being pursued.

10. The finalised issues, utilizing the original numbering (that is, omitting issues 1 and 2) are:

> Constructive Unfair dismissal
> 3. Did the Respondent do the following things:
> a) On 2 September 2024, the Respondent's lawyers informed the Claimant that the Respondent would not be paying him the bonus/bonuses he says he was owed under his contract of employment?
> b) Treat the Claimant unfairly by:
> i) Giving the Claimant an unfair written warning on 17 August 2023;
> ii) Advising the Claimant on 26 January 2024 that he would be given a further written warning or he could leave
> iii) Inviting the Claimant to a disciplinary hearing on 13 February 2024, with just one day of warning;
> iv) Failing to properly investigate the Claimant's grievance and appeal;
> v) (the final straw) Refusing on 2 September 2024 to pay the Claimant his annual bonus?
> 4. Regarding 3 a) did the Respondent breach the Claimant's contract of employment, when they refused to pay him the bonus or bonuses he says he was owed?
> 5. Was the breach a fundamental one? The Tribunal will need to decide whether the breach was so serious that the Claimant was entitled to treat the contract as being at an end.
> 6. Regarding 3 b) did the Respondent breach the implied term of trust and confidence? The Tribunal will need to decide whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the Claimant and the Respondent and whether it had reasonable and proper cause for doing so.
> 7. Did the Claimant resign in response to the breach? The Tribunal will need to decide whether the breach of contract was a reason for the Claimant's Resignation.

8.Did the Claimant affirm the contract before resigning? The Tribunal will need to decide whether the Claimant's words or actions showed that they chose to keep the contract alive even after the breach.
9. If the Claimant was dismissed, what was the reason for the breach of contract?
10. Was it a potentially fair reason?
11. Did the Respondent act reasonably or unreasonably in all the circumstances, including the Respondent's size and administrative resources, in treating that reason as a sufficient reason to dismiss the Claimant?
12. The Tribunal's determination whether the dismissal was fair or unfair must be in accordance with equity and the substantial merits of the case.

Unauthorised deductions
13. The Claimant claims the amount of the bonus payment which he says is still outstanding.
14. Did the Respondent make unauthorised deductions from the Claimant's wages and if so how much was deducted?

Breach of Contract
15. Is the Claimant owed unpaid bonus or bonuses under the terms of his contract?

Remedy for unfair dismissal
16. What basic award is payable to the Claimant, if any?
17. Would it be just and equitable to reduce the basic award because of any conduct of the Claimant before the dismissal? If so, to what extent?
18. If there is a compensatory award, how much should it be?
19. What financial losses has the dismissal caused the Claimant?
20. Has the Respondent proven that the Claimant failed to take reasonable steps to replace their lost earnings, such as by failing to take reasonable steps to find another job?
21. For what period of loss should the Claimant be compensated?
22. Is there a chance that the Claimant would have been fairly dismissed anyway if a fair procedure had been followed, or for some other reason?
23. If so, should the Claimant's compensation be reduced? By how much?
24. Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?
25. Did the Respondent or the Claimant unreasonably fail to comply with it?
26. If so is it just and equitable to increase or decrease any award payable to the Claimant? By what proportion, up to 25%?
27. If the Claimant was unfairly dismissed, did they cause or contribute to dismissal by blameworthy conduct?
28. If so, would it be just and equitable to reduce the Claimant's compensatory award? By what proportion?
29. Does the statutory cap apply?

Factual Findings

11. This Judgment does not seek to address every point about which the parties have disagreed. It only deals with the points which are relevant to the issues that I must consider in order to decide if the claim succeeds or fails. If I have not mentioned a particular point it does not mean that I have overlooked it, it is simply because it is not relevant to the issues.

Events leading to resignation

12. The claimant was employed by the respondent as Head of Air Product between 9 May 2022 and 16 September 2024 when he resigned.

13. The claimant brings claims of constructive unfair dismissal, unauthorised deductions from wages and/or breach of contract. The respondent denied the

claimant was unfairly dismissed and denied making unlawful deductions or acting in breach of contract.

14. The claimant was line managed by Craig Ashford. He did not have a written job description but Craig Ashford described the claimant's duties as building relationships with airlines, managing commercial deals, gaining additional funding from airlines, reporting, monitoring, and tracking success in gaining marketing funds. The claimant was the only employee with this job title and responsibilities.

15. The claimant explained that he initially took the job because of the commission scheme (the bonus); the salary itself of £50,000 not being enough to reflect the responsibilities of the role. He received a bonus of £22,000 in the first year.

16. On 17 August 2023 the claimant was given a written warning on the grounds of 'unsatisfactory standards and output of work'. It was alleged that a spreadsheet he had created which monitored all annual incentive details with individual airlines was not up to date and that this had caused the respondent to miss a target. The claimant did not think that the written warning was fair at the time because there was a time lag in obtaining the data needed to update the spreadsheet accurately and because the spreadsheet was only one tool and not the sole source of information (C/18-22). The claimant was informed that he had a right of appeal [259]. He did not appeal at the time. He raised a grievance when further disciplinary action was commenced, see below. I am satisfied that the claimant felt the disciplinary procedure was unfair. Even though he did not appeal against it at the time, he later raised a grievance.

17. Craig Ashford informed the claimant verbally on 26 January 2024 that he would face further disciplinary proceedings or he could take a settlement of one month's notice pay and leave the company. The claimant believed this was an attempt to push him out to avoid paying the bonus that was due to him. Craig Ashford acknowledged under cross examination that he was not aware of further targets being missed due to the spreadsheet not being updated between the written warning and the meeting on 26 January 2024.

18. On 9 February 2024 the claimant was off sick. The handbook at page 80 in the bundle states an employee must notify sickness by 9 am. The claimant failed to notify the respondent by 9am.

19. On 13 February the claimant was invited to attend a disciplinary hearing the following morning. The letter [278-279] which was emailed to the claimant stated that the reason was 'unsatisfactory standards and output of work' in that he had not been consistent in updating and monitoring the Incentive Forecast Sheet for all airlines despite being advised in the warning letter described above and he had failed to follow the company's sickness procedure on 9 February 2024.

20. Craig Ashford suggested in cross examination and in paragraph 23 of his witness statement that an additional reason for commencing a disciplinary process was that the claimant was still not complying with targets. He was unable to articulate convincingly what the targets were under cross examination. He referred to the individual airline targets. The claimant argued that was nonsensical because the

business would inevitably need to make decisions about which targets to prioritise depending on how generous the commission was. In any event a failure to reach targets was not specifically referred to in the disciplinary proceedings; rather they were focused on the failure to update the spreadsheet.

21. On 14 February the claimant was signed off sick with stress. He submitted a grievance regarding the proposed disciplinary action [280-281]. The grounds of the grievance were that he had been treated in a manner which lacked proportionality and fairness, both in respect of the previous disciplinary action and the proposed disciplinary action. He alleged that the disciplinary allegations were spurious, and he believed that they had been brought because he refused the offer to leave with one month's pay.

22. The claimant did not attend the grievance hearing because of his ongoing ill health. He asked for it to be decided based on his grievance letter [294]. In response to questions from the respondent the claimant submitted clarification of his concerns [298-302]. Kuber Batra (Director of Operations) rejected his grievance on 5 June 2024 [306-309], deciding that the disciplinary action was proportionate.

23. The grievance appeal hearing was heard by Claire Rixon (Director of Compliance) on 2 July 2024. The claimant again chose to make written submissions rather than attend [320-322]. The appeal was rejected on 11 July 2024 [323-332]. Again the respondent defended the disciplinary action as proportionate.

24. Having heard evidence from Kuber Batra and Claire Rixon I was not satisfied that they appreciated the need to independently investigate the claimant's grievance in accordance with the Acas Code of practice. The company's own procedure is not in the bundle and was not referred to during the grievance process. Neither was the disciplinary procedure, despite the claimant's solicitors asking for it at the time of the grievance [292]. Kuber Batra's and Claire Rixon's evidence was that they 'discussed' the matter with Craig Ashford and HR. When Kuber Batra was asked if he 'interviewed' Craig Ashford he replied that he 'discussed' the matter. Claire Rixon said the same. They did not take notes. I found that they accepted what they were told by Craig Ashford and were unaware of the need to independently investigate.

25. On 6 August 2024 the claimant, through his legal representative, requested payment of commission in the sum of £82,035 [360-364]. The sum claimed was broken down by airline to show the amount the claimant calculated was due in respect of each commercial agreement. The claimant gives credit for underperforming agreements.

26. On 2 September 2024 in a very brief letter [364-365] the respondent's solicitors stated that the claimant was not entitled to any of these payments. No breakdown was provided. The claim was rejected in full.

27. On 16 September 2024, 14 days after the respondent's solicitors letter refusing to pay the bonus, the claimant resigned with immediate effect [339-340]. The stated reason was that the respondent had committed a fundamental breach of

his contract of employment by failing to provide his contractual commission payments.

28. I find that the claimant resigned because of the refusal to pay him his bonus. He did not resign because his statutory sick pay was coming to an end or because of the threat of disciplinary actions (as alleged by the respondent). It is not likely that he would hold off resigning because of the relatively small amount of statutory sick pay he was receiving when compared with not receiving a bonus of over £80,000. The disciplinary proceedings may have been a factor in his resignation because he felt he was being treated unfairly but the final straw was being told that he would not receive the bonus he was expecting. The timing of his resignation, 14 days after receipt of the respondent's solicitors' letter saying that the respondent would not pay the bonus is consistent. He explained that he took legal advice before deciding to resign. He resigned with immediate effect.

<u>The bonus: contractual entitlement.</u>

29. There is a dispute between the parties about how the commission scheme operated.

30. I have considered the wording in the contract of employment, the offer letter wording, the case set out by the respondent's solicitors, Irwell Law, in their letter dated 2 September 2024 referred to above, the case submitted in the Grounds of Response, and the evidence of the claimant and Craig Ashford.

31. The entitlement to commission is set out in the contract of employment as follows (tribunal emphasis) [75-78]:

> 'Your position has the benefit of a performance- related commission scheme
> Any airline commercial override that is newly initiated, has no historical agreement in place and achieved by TUG sales, entitled you to 5% of the override achieved. **If a commercial agreement is already in place** only the increase in benefit will be accredited to you at the renewal. If the commercial agreement negotiated by you underperforms against the previous year, this will be open to a 5% deduction of the difference which will be netted off against your annual payment.
> Exclusions to the above include IAG carriers and Turkish airlines as these are historical commercial agreements that are held by the Senior Leadership Team. To qualify for the bonus the commercial agreements negotiated must be **initiated maintained and managed solely by you.'**

32. The offer letter states [66]:

> 'Bonus scheme- 5% on Airline partner commercial deals brought in by you. The 5% is on the increase on the incentive achieved YOYR (Year on reliving year that being 2019)'.

33. The Grounds of Response state at paragraph 15:

> > 'As per the Statement of Main Terms the claimant was contracted to receive 5% of all overrides achieved in circumstances where; a new commercial override had been newly initiated, **there was no historical agreement in place** and where this had been achieved by the Travel Up Group Sales Team."

34. This statement is in the Grounds of Response is not consistent with the contract wording which refers to how the commission operates for agreements already in

place. I have therefore disregarded that statement.

35. The respondent's solicitors set out reasons for not paying the bonus in their letter dated 2 September 2024 [364-365]:

> 'The Contract is explicit that in order to qualify for a commission an individual must be the sole manager for the relevant commercial agreement. **We are instructed that our client has evidence of various other staff members providing material support in either initiating, managing, and/or converting the commercial agreements detailed within your list**.'

36. The evidence they refer to was not produced, even by the beginning of this hearing. In the course of the hearing the respondents proffered just 2 examples from the redacted documents relating to Emirates [161] [171] and Air India [215]. These were emails about the agreements where Ali Shah was the main addressee, but the claimant was copied in. Craig Ashford said this was evidence that Ali Shah (director) 'pulled in' the deals. Ali Shah did not give evidence. I was not persuaded that emails addressed to the respondent director but copying in the claimant negated the claimant's entitlement under the commission scheme. The claimant's role as Head of Air Product indicates that area of the business was delegated to the claimant and an exception to that would need to be explicitly stated, as they are in the case of IAG carriers and Turkish airlines.

37. Craig Ashford's statement says that the claimant was 'contracted to receive 5% of all overrides achieved in circumstances where a new commercial override had been newly and single handedly initiated, and the partnership solely managed by [the claimant]' (CA/34).

38. Craig Ashford's evidence was inconsistent. He said in evidence that the previous year's bonus was discretionary. His statement refers to a contractual obligation (CA/50).

39. Craig Ashford accepted in evidence that the claimant would need to deal with marketing departments and pricing departments; the words 'initiated and managed solely by you' did not mean that the claimant would not liaise with other departments, he accepted that is not how it works in the airline industry. Therefore even though the contract uses the word 'solely' that does not mean that the claimant could not liaise with other departments when initiating and managing agreements.

40. In short, the reasons that the respondent has put forward for the bonus not being payable are inconsistent and supporting evidence has not been forthcoming. I found that the respondent putting forward various inconsistent reasons for not paying the bonus, together with the meeting in January 2024 where the claimant was asked to leave with one month's salary and forgo any bonus, impacts on the credibility of the respondent's witnesses and documentation.

41. Focusing on the words in the contract itself I find that these provide that a bonus is payable in respect of historical agreements. The evidence of Craig Ashford concedes that the claimant would inevitably have to liaise with other departments when negotiating and managing the deals and the wording in the contract is not intended to preclude this. The fact that the respondent has belatedly referred to some emails about the deals which were addressed to Ali Shah but copying in

the claimant is not sufficient to displace the wording in the contract. I find that the wording meant that, unless there was a specific exclusion, as in the case of IAG carriers and Turkish airlines, the claimant was entitled to commission on the commercial agreements because his job role meant he was responsible for negotiating and managing them.

The commission calculations

42. The claimant's solicitor's letter dated 6 August 2024 gives a breakdown of the calculation of commission by reference to each airline [360 to 364]. There are 30 airlines and commission is claimed for the period from 25 July 2023. Calculations are based on audited final figures where they were available at the time and where they were not available they are based on forecasts.

43. The respondent takes issue with the calculation overall because some of the amounts are based on forecasts. However the respondent has not set out a specific challenge to any individual commercial agreement. Craig Ashford accepts that the respondent is now in possession of audited figures but they were not produced at disclosure or at this hearing. I referred the respondent to this omission at the beginning of the hearing but the audited figures were still not forthcoming. They are in the possession of the respondent and the claimant does not have access to them. On that basis it is reasonable to infer that if the respondent had actual figures that were to their benefit they would have disclosed them or alternatively that the respondent does not genuinely challenge the calculations.

44. The respondent has not challenged any entitlement relating to specific airline agreements, save for the challenge made at the hearing in respect of Emirates and Air India referred to above. I find that in the context of the claimant's role as Head of Air Product as described by Craig Ashford and in the absence of any specific contractual term or challenge to the agreements in the letter it is reasonable to conclude that on a balance of probabilities the wording in the contract applied to all of the airline agreements listed in the letter.

Law

45. Section 95(c) Employment Rights Act 1996 provides that an employee is dismissed if:

> (c) the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct.

46. Accordingly, dismissal includes constructive dismissal, which occurs where, owing to the repudiatory conduct of the employer, the employee is entitled to resign and regard himself as dismissed.

47. In Western Excavating (ECC) Ltd v Sharp [1978] IRLR 27 CA Lord Denning set out the basic principles in order to succeed in a claim of constructive dismissal. A claimant must prove: (1) that the employer acted in breach of his contract of employment; (2) that the breach of contract was sufficiently serious to justify

resignation or that the breach was the last in a series of events which taken as a whole are sufficiently serious to justify resignation; (3) that he resigned as a direct result of the employer's breach and not for some other reason; and (4) that the Claimant did not waive the breach or affirm the contract; the employee 'must make up his mind soon after the conduct of which he complains: for, if he continues for any length of time without leaving, he will lose his right to treat himself as discharged'.

48. Terms of an employment contract can be express or implied. Implied terms include a mutual term of trust and confidence. Not every breach of contract entitles the employee to terminate the contract. The breach must be sufficiently serious to amount to a repudiation of the whole contract.

49. A breach of the implied term of trust and confidence will always amount to a repudiatory breach (Morrow v Safeway Stores plc 2002 IRLR 9). Per Malik v Bank of Credit and Commerce International SA 1997 ICR 606*,* to establish a breach of the implied term it must be found that the respondent's conduct was calculated or likely to destroy or seriously damage trust and confidence and the respondent did not have 'reasonable and proper cause' for the conduct.

50. In Woods v WM Car Services (Peterborough) Ltd 1981 ICR 666, EAT, Mr Justice Browne-Wilkinson stated: 'To constitute a breach of this implied term it is not necessary to show that the employer intended any repudiation of the contract: the tribunal's function is to look at the employer's conduct as a whole and determine whether it is such that its effect, judged reasonably and sensibly, is such that the employee cannot be expected to put up with it.'

51. A course of conduct can cumulatively amount to a fundamental breach of contract entitling an employee to resign and claim constructive dismissal following a 'last straw' incident even though the last straw by itself does not amount to a breach of contract, Lewis v Motorworld Garages Ltd 1986 ICR 157 CA.

52. Where there are mixed motives, a tribunal must determine whether the employer's repudiatory breach was an effective cause of the resignation. However, the breach need not be 'the' effective cause, Wright v North Ayrshire Council 2014 ICR 77, EAT. As Mr Justice Elia stated in Abbycars (West Horndon) Ltd v Ford EAT 0472/07, 'the crucial question is whether the repudiatory breach played a part in the dismissal', and even if the employee leaves for 'a whole host of reasons', he or she can claim constructive dismissal 'if the repudiatory breach is one of the factors relied upon'.

53. The pay and remuneration terms of a contract of employment are fundamental and form the core of the wage/work bargain. In Cantor Fitzgerald International v Callahan and ors 1999 ICR 639, CA, the Court of Appeal made clear that the question of whether non-payment of agreed wages was or was not fundamental to the continued existence of the contract depended on drawing a distinction between an employer's inadvertent failure or delay in paying on the one hand, and its deliberate refusal to do so on the other. Thus, where an employer unilaterally reduces an employee's pay or diminishes the value of his or her salary package, the entire foundation of the contract of employment is

undermined. Similarly, an emphatic denial by an employer of its obligation to pay the agreed salary or wage, or a determined resolution not to comply with its contractual obligations in relation to pay and remuneration, would normally be regarded as a repudiatory breach of contract.

54. Section 13 Employment Rights Act (ERA) 1996 sets out the right not to suffer unauthorised deductions. Section 13 (3) provides:

> '(3)Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion. '

55. Wages are defined in s. 27 ERA 1996 and include bonuses and commission 'whether payable under his contract or otherwise'. The question of what is properly payable under s.13 (3) requires interpretation of the relevant terms of the contract and a factual analysis of the claim (Agarwal v Cardiff University and anor 2018 EWCA Civ 2084 CA). The meaning of the terms is to be construed objectively.

56. The time limit for bringing a claim is three months beginning with the date of payment of wages from which the deduction was made (s. 23(2)(a)), unless there is a series of deductions or payments in which case the time limit runs from the last deduction in the series (s 23 (3)).

Submissions

57. Mr Williams, for the respondent, made very brief submissions. He argued that the issues to be decided were factual and not legal. He submitted there had been a breakdown in the employment relationship predominantly from the claimant's side, or at best 50/50, and that at no point was there a 'last straw' moment. He submitted that the claimant affirmed the contract until it suited him to do otherwise. His submissions regarding the bonus were that no bonus was due because commercial agreements had to be solely negotiated by him. He said that it had been a team effort. In any event the claim was based on estimated figures which he said were clearly an anomaly because they were 3 to 4 times greater than the bonus he had been paid the year before and the claimant was off work for a number of those months.

58. The claimant provided written submissions. He said that the respondent missed the BA quarterly target by a small margin and blamed it on the spreadsheet not being up to date. The claimant had no previous disciplinaries, and no targets were missed between the first disciplinary and the second proposed disciplinary. He argued that the second proposed disciplinary was initiated to avoid paying the bonus that was contractually due to him.

Conclusions

59. The claimant claims breach of contract or unauthorised deductions in the case of the bonus and breach of contract in respect of unfair dismissal. I have found

that the respondent made unauthorised deductions in respect of the bonus and the respondent was in breach of contract by refusing to pay the bonus, causing the claimant to resign. That amounted to unfair dismissal.

60. It is for the claimant to show that the bonus was 'properly payable'. I find that the claimant has discharged that burden for the reasons set out at paragraph 41 above. Specific terms were included in respect of commercial agreements which were historically in place and were renewed. Craig Ashford accepted that the claimant was not expected to work in a silo and liaising with other departments did not negate the claimant's entitlement to commission.

61. I find that the commercial agreements set out in the claimant's solicitor's letter dated 6 August 2024 were agreements that fell within the contractual entitlement to commission for the reasons set out at paragraph 44 above. I find that the claimant has established that the amount claimed, including those based on forecasts, is the amount payable for the reasons set out in paragraph 43 above.

62. In respect of breach of contract leading to the termination of the employment contract I found that the claimant resigned because the respondent declined to pay the bonus to which he was contractually entitled. The respondent gave inconsistent reasons for not paying the bonus and did not produce the evidence which they said they had in support. That was a repudiatory breach, sufficiently serious to justify resignation.

63. There were the other matters which the claimant says contributed to his resignation, including what the claimant says was an unfair written warning in August 2023 and the revival of disciplinary proceedings without any new grounds in February 2024. Even if the threatened disciplinary proceedings were a factor in his resignation the breach of contract does not have to be the only reason he resigned in order to succeed in a constructive dismissal claim. It only needs to be a factor and I find that it was.

64. I find that the claimant did not affirm the contract before resigning. He resigned shortly after he was told that he would not be paid his bonus having taken legal advice.

65. I have not found it necessary to determine whether the disciplinary proceedings themselves constituted a breach of the implied term of trust and confidence because I find that failing to pay the bonus was in itself a fundamental breach.

Remedy

66. A bonus was properly payable. In calculating the amount of the bonus I have decided that because of the lack of any opposing evidence or specific challenge by the respondent to the claimant's solicitors' calculations in their letter dated 6 August 2024 it is reasonable to infer that the claimant's solicitor's letter correctly sets out the commercial agreements and the amounts due in respect of each commercial agreement.

67. I was not addressed on the issue of the Acas code by either party. Although I found that the respondent's witnesses showed a lack of awareness of the code

when dealing with the grievance and that affected the quality of the investigation I have decided not to adjust the award to reflect that shortcoming. The lack of an investigation was not the main reason for the claimant resigning; it was the failure to pay the bonus.

68. Accordingly the claimant is entitled to the bonus payment of £82,035 (the gross sum), a basic award of £2100 (1.5 weeks for each year of employment = 3 weeks x statutory cap of £700) and a compensatory award in the agreed sum of £32,535.67.

69. The total sum payable to the claimant is £116,670.67.

Approved by:

Employment Judge S Matthews

27 October 2026

SENT TO THE PARTIES ON
4 November 2026

FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any written full reasons for the judgments are published, in full, online at *https://www.gov.uk/employment-tribunal-decisions* shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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: www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/