



EMPLOYMENT TRIBUNALS

Claimant: Mr D Ampah
Respondent: Green's Bracknell Limited
Heard at: Reading **On: 14 February 2022**
Before: Employment Judge Gumbiti-Zimuto

Appearances

For the Claimant: In person
For the Respondent: Not attending and not represented

This case was listed as a hybrid hearing with the claimant attending by CVP and the respondent and its witnesses due to attend in person.

JUDGMENT

The respondent made an unlawful deduction from the claimant's wages and is ordered to pay to the claimant the sum of £719.33. This is a gross amount.

REASONS

1. In a claim form presented on the 9 April 2020 the claimant claims unpaid wages in respect of two weeks of employment by the respondent. In a response dated 19 November 2020 the respondent, accepted that the claimant worked for the respondent for two weeks but denied that the claimant was entitled to any pay because he left the respondent's employment in breach of contract. The respondent purported to make a respondent's contract claim but his was rejected as the claimant was not making any breach of contract claim.
2. The claimant attended the hearing by CVP. The respondent did not attend. The respondent made a payment to the claimant of £549.90 on 11 February 2022. The claimant accepts that he has received this payment. The respondent appears to have considered that this payment satisfied the claimant's complaint or that it was the sum total of what he was owed. The claimant contends that he is owed a further gross payment of £719.33.
3. I was provided with a portion of a document which the claimant contends is (and appears to be) part of the claimant's contract of employment with the

respondent. The document shows that the claimant and respondent agreed that he was to receive an annual salary of £33,000. The part of the contract document provided to me does not show the hours or days that the claimant was required to work.

4. The claimant gave evidence that he agreed to work 40 hours a week. The claimant said that he worked 39 hours in the first week and around 45 hours in the second week. In the absence of any evidence from the respondent to gainsay what the what the claimant says I accept that he worked 39 hours in the first week and over 40 hours in the second week. The claimant claims for 80 hours worked.
5. The respondent contends that the claimant's contract's contract provided that the claimant was to work 45 hours (Mondays to Sunday). The respondent in its response states that the claimant only worked for a total 39 hours. The claimant disputes this.
6. I have accepted the claimant's evidence that he agreed to work 40 hours a week and that he worked 39 Hours in the first week and over 40 hours in the second week. The only live evidence I was given was from the claimant. The extract from the contract that I was provided does not show the hours of work that were agreed by the parties.
7. Using the claimant's figures, the claimant claims the sum of £1269.23 (a gross figure) and gives credit for £549.90 received from the respondent leaving balance of £719.33 (a gross figure).
8. Having considered the respondent's response it appears to me that the claimant is entitled to succeed in respect of his claim for unpaid wages in the sum of £719.33.

Employment Judge Gumbiti-Zimuto

Date: 14 February 2022

Sent to the parties on: 4/3/2022

N Gotecha
For the Tribunals Office

Public access to employment tribunal decisions:

All 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.