



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs G Payne  
**Respondent:** Key Electrical Solutions Ltd (t/a Key Electrical)  
**Heard at:** Nottingham (via Cloud Video Platform)  
**On:** Monday 16 November 2020  
**Before:** Employment Judge P Britton (sitting alone)

## Representation

**Claimant:** In person  
**Respondent:** Ms R Harker, Operations Manager

# JUDGMENT

The claim of breach of contract succeeds, the Respondent will pay the Claimant damages of £4164.

# REASONS

1. The claim (ET1) was presented to the employment tribunal on 20 August 2020. Set out was how the Claimant was employed by the Respondent between January 2017 and 11 April 2020. Cross referencing to the bundle before me, there is a contract of employment. Paragraph 3 provided that the Respondent would pay the fee for the Claimant to undertake a post graduate course at the end of which she would receive a diploma. She duly enrolled with Bangor University ("Bangor") and successfully completed the course. None of this is disputed in its response (ET3) by the Respondent.
2. At the time of her amicable departure from the employment, the Claimant requested of Bangor the diploma only to find out that it would not release it because the Respondent had not paid the fees. She established that outstanding were the two invoices. The first was issued on the 24 November 2017 for £2082 and the second on 2 October 2018 for the balance also of £2082. Both were sent to the Respondent at the correct address.

3. I have been shown those invoices by the Claimant today. I also have seen in the bundle before me a string of e-mails starting 10 April between Nia in the accounts department at Bangor, the Claimant and Martin Key the Director of the Respondent.
4. Eventually he stated that he had paid the total sum by Bank transfer on the 29 May 2020. I have the payment instruction document before me. The sort code and account number match Bangor. But the instruction to Barclays did not provide the Bangor invoice numbers. Payment was referred to as "Grace Uni". The only other reference was "Key Electrical".
5. Not surprisingly, Nia could not trace the payment despite, from the ensuing e-mails, using her best endeavours. The Claimant and Nia repeatedly requested from Martin Key further proof that the payment had gone through and asked him to undertake via Barclays a bank trace to confirm including the date and time. This to date Martin Key has not done.
6. Today via Ms Harker he has produced no such evidence or in the alternative such as a bank statement, showing the payment and as to whom it cleared as a payment. For all I know, it may have gone to someone else or never been transferred. If he had done this it might be that if the payment had cleared through to Bangor, Nia might then have been able to trace it.
7. It follows that on a balance of probabilities I am not persuaded that Bangor has received the payment. Therefore, the Respondent is in breach of its contract with the Claimant. Accordingly, the claim succeeds.

---

Employment Judge P Britton

Date: 16 November 2020

JUDGMENT SENT TO THE PARTIES ON

19 November 2020

.....  
.....  
FOR THE TRIBUNAL OFFICE

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.