MONACO SOLICITORS

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Dear Sir or Madam

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Yours faithfully

Monaco Solicitors

**MONACO SOLICITORS - ET1 claim form: Withholding commissions**

**CLAIM No: TBC**

**IN THE EMPLOYMENT TRIBUNAL LONDON CENTRAL**

**BETWEEN:**

**[NAME]**

**Claimant**

**-and-**

**[COMPANY NAME]**

**Respondent**

**PARTICULARS OF CLAIM**

1. The Claimant was employed to organise conferences on various subjects. This would include arranging the venue, guest speakers and then assisting the sales and marketing team to sell places. The start date of employment was 27 July 2015 and the effective termination date was 03 May 2016.

**Breach of contract**

1. The Claimant suffered a breach of contract in relation to contractual commission payments set out in an ‘offer of employment’ letter of 16 July 2015 from the Respondent. That letter set out an annual bonus structure as follows:
2. 0.3% on all yearly net revenues up to £1.75M
3. 2% on all yearly net revenues up to £1.75M
4. 4% on all yearly net revenues up to £1.75M
5. The ‘financial year’ was to run from 01 December to 30 November.
6. There was no provision for the payment to be pro rated in respect of only part of a year worked;
7. There was no provision for the performance, capability or contribution of the Claimant to affect the amount payable – it was simply a percentage of the Respondent’s annual turnover.
8. The Respondent has failed to provide disclosure of any figures for 01 December 2015 to 03 May 2016. It has disclosed figures for July 2015 to November 2015 however and also a total figure for the financial year 2014/15. Based on those figures, the Claimant has calculated the value of the claim to be as follows:-
9. For 2014/2015, the total turnover is £1,846,071.84:-
10. 0.3% up to £1.75M = £5,250
11. 2% of the balance of £96,071.84 = £1,921.44
12. Subtotal = £7,171.44
13. For 2014/2015, the total turnover is estimated to be in excess of £2M:-
14. 0.3% up to £1.75M = £5,250
15. 2% of the balance of the next £175,000 = £3,500
16. 4% of the next £75,000 = £3,000
17. Subtotal = £11,750
18. In addition to the contractually agreed bonus, the Claimant also claims for a Producer Bonus in respect of a conference which she organised. The terms are 1% of income up to budget and 2% of income over budget for a conference successfully organised. It is believed that such terms may be referred to in the company handbook; but if they are not then the Claimant will call witness who will say that this was standard practice within the Respondent’s organisation, and within the industry as a whole. Thus the terms are incorporated into the Claimant’s contract of employment by custom and practice.
19. The conference which the Claimant organised had a budgeted income of £100,000 and it is believed to have generated £135,000 of income. Therefore the commission payable is £1,700, being 1% of £100,000 plus 2% of the balance of £35,000.
20. The Claimant claims unpaid holiday pay of £1,730.79 in respect of 9 days untaken annual leave.
21. In conclusion, the claim is for:

(a) damages for £22,352.23

(d) an uplift of 25% due to Respondent’s unreasonable failure to comply with the Acas Code

of Conduct.

(c) Total damages of a) and b) above, in the sum of £27,940.29, plus interest.

[your name]

[date]