



EMPLOYMENT TRIBUNALS

Claimant

Mr M Burgess

Respondent

**v Concorde Tyre and Exhaust Centre
Ltd**

PRELIMINARY HEARING

Heard at: Norwich

On: 14 September 2017

Before: Employment Judge Postle

Appearances:

For the Claimant: Mrs Burgess, wife.

For the Respondent: Did not attend and was not represented

JUDGMENT

1. The tribunal makes a declaration the claimant has suffered an unlawful deduction of wages in the sum of £788.46 and the respondent is ordered to pay the said sum.

REASONS

1. At this morning's hearing the claimant attended, the respondents although filing a response failed to send a representative from their organisation. The tribunal was in receipt of an email on 13 September 2017 at 13:53 from the Group Marketing Manager Holly Coulton which said:-

“I understand that there's a hearing due to take place tomorrow for the above case for which we are the respondents. We have an issue in that the Director (Andy Wood) who will be our representative is unwell at the moment and it is looking extremely unlikely he's going to be able to make his way to Norwich tomorrow.

I'm not sure what happens in such a situation in whether the hearing is rescheduled or whether the hearing will happen without us having a representative there.

Either which way I've attached scans of the documents which we were to bring to the hearing for the Judge presiding over the matter. There are few attachments to send so these will be coming across in further emails. There are eleven attachments in total.

I would appreciate if you could confirm receipt of this email and the further attachments and advise of what will happen tomorrow.

Thank you, kind regards

Holly Coulton
Group Marketing Manager
Concorde Auto Centre"

2. There was no medical evidence in support of the director's illness and Judge Postle concluded as this was a national organisation where many people appeared to have been involved it was not beyond the wit of man or indeed woman to send a representative for the respondents. The hearing therefore proceeded.
3. The claim originally was a claim for £2,595.94 being outstanding wages for April and May 2017 which the respondents have failed to pay without reason or justification. Ultimately a BACS payment was received by the claimant at the end of July 2017 in the sum of £1,888.
4. However, the respondents have endeavoured or attempted to deduct a sum of £788.46 for alleged training costs from the claimant's outstanding pay. Indeed the claimant's payslip for May 2017 shows a deduction of £788.46 referring it to as staff training as per signed contract.
5. The respondents rely upon a clause in the claimant's statement of main terms and conditions employment which the claimant accepts he signed which says under heading "Training Qualifications":-

"Any training undertook by any individual whilst employed at Concorde Auto Centre and paid for by us will remain the property of Concorde Auto Centre.

Should any employee terminate their contract or we terminate a contract for any reason within 12 months of qualifying, the full cost of the training should be repaid to the employer Concorde Auto Centre."

6. It is accepted that the claimant left employment of the respondents within 12 months. However what is not accepted is that the claimant received any formal training for which the respondents had to pay for. What in fact the claimant did receive by way of some form of induction was an employee from Head Office came to the Norwich branch believed to be a Dan Bibby, Operations

Director and he was there for approximately four days. The claimant shadowed him whilst he showed him how to do the claimants role. No more no less.

7. Clearly the training was not provided by a third party, there was no invoice or any evidence supporting how the figure was calculated. The respondents have not sought to justify the figure in any way other than just a bland figure being deducted.
8. To the tribunal's mind if that is to be a genuine deduction for training then the respondents need to make that clear in their statement of main terms and conditions. This seems to be an arbitrary and unfair deduction as the training is not provided by a third party for which the respondents have to pay for. Indeed there seems no training at all other than a normal induction which would be expected of any new employee with a new employer.
9. In those circumstances I am satisfied that it is an unlawful deduction of wages under the Employment Rights Act 1996 and the respondents are ordered to pay the sum deducted, namely £788.46.

Employment Judge Postle

Date: 13 October 2017

Sent to the parties on:

.....13.10.17.....

For the Tribunal:

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