



THE EMPLOYMENT TRIBUNALS

Claimant
Mr B Hoy-Taylor

Respondent
Independent-Events.Com Ltd

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT NORTH SHIELDS

ON 13th March 2018

EMPLOYMENT JUDGE GARNON (sitting alone)

Appearances

For the claimant in person

For the respondent Ms D Abadom Director

JUDGMENT

The Judgment of the Tribunal is that the claim of unlawful deduction of wages is well founded. I order the respondent to repay to the claimant the sum of £1546.40 gross of tax.

REASONS

1. THE ISSUE

The only issue is whether the respondent made an unlawful deduction for the claimant's wages

2 THE RELEVANT LAW

2.1 The Employment Rights Act 1996 (the Act) provides in section 13 an employer shall not make a deduction from wages of a worker employed by him unless the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision in writing of the worker's contract, or his written agreement or consent to the making of the deduction. It also says

(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.

2.2. Section 23 says a worker may present a complaint to a tribunal that his employer has made a deduction from his wages in contravention of section 13. Section 24 says where a tribunal finds a complaint under section 23 well-founded, it **shall** make

a declaration to that effect and **shall** order the employer to pay to the worker the amount of any deduction made in contravention of section 13.

2.3. Section 25 (4) provides that where a Tribunal orders a respondent to repay an unlawful deduction, the amount the employer may recover by whatever means , from the employee is reduced by that amount , so even in a County Court claim for sums lost by the company as a result of failure to “follow through” work started , cannot be recovered if I find amounts were deducted **because of that** and I order that amount to be repaid. I asked whether it was saying it consciously decided not to pay the claimant because of what he had done or simply could not afford to pay faster for those reasons. It said the latter.

3. FINDINGS OF FACT AND CONCLUSIONS

3.1. Between 15th October and 16th November the claimant did work for the respondent totalling 96.65 hours at an agreed rate of £16 per hour. He submitted timesheets which he says were “authorised” The respondent denies that but does not dispute the work was done. The claimant was not paid at all. The respondent says the claimant left without giving notice leaving projects uncompleted which cost them money to have completed in time. There is no “relevant provision “authorising deduction of wages for either reason and no prior written consent

3.2. The respondent today agreed I should make this judgment. When the claimant undertook Early Conciliation through ACAS it offered to pay by three monthly instalments. The claimant asks for an order for immediate payment of the whole sum. I explained to him the Tribunal can only make such an order but has no enforcement powers.

Employment Judge Garnon

Date signed 13th March 2018