

Case Number: 1600525/2019  
1600531/2019  
1600576/2019  
1600620/2019  
1600663/2019



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr C Williams (1)  
Mr C Jenkins (2)  
Miss A Griffiths (3)  
Mr A Robinson (4)

**Respondent:** Defence Doors Systems Ltd

**Heard at:** Carmarthen                      **On:** 23 September 2019

**Before:** Employment Judge R L Brace

**Representation:**

Claimant: In person  
Respondent: Did not attend

## JUDGMENT

**Mr C Williams (1)**

1. In breach of Section 13(1) of the Employment Rights Act 1996, the respondent deducted from the claimant's wages, without his authorisation, 15 days' pay. It is ordered to pay him the sum of **£1,480.82** in this regard.
2. The claimant is responsible for any income tax or employee national insurance contributions that may be due on the sums awarded at paragraphs 1 above.

**Mr C Jenkins (2)**

3. In breach of Regulation 14(2) of the Working Time Regulations 1998, the respondent failed to pay the claimant a sum in lieu of 20 days' holiday that he had accrued but not taken by the date on which his employment terminated. It is ordered to pay him the sum of **£1,923** in this regard.
4. In breach of Section 13(1) of the Employment Rights Act 1996, the respondent deducted from the claimant's wages, without his authorisation, 18 days' pay. It is ordered to pay him the sum of **£1,153.80** in this regard.
5. The respondent is also ordered to pay the claimant the sum of **£25.20** being overdraft charges incurred by the claimant as a result of the deductions.
6. The total amount the respondent must pay to the claimant is therefore **£3,102.00**. The claimant is responsible for any income tax or employee national insurance contributions that may be due on the sums awarded at paragraphs 3 and 4 above.

**Miss A Griffiths (3)**

7. In breach of Section 13(1) of the Employment Rights Act 1996, the respondent deducted from the claimant's wages, without his authorisation, pay for half of March and half of April 2019. It is ordered to pay her the sum of **£3,249.00** in this regard.
8. In breach of contract, the respondent failed to give the claimant reimbursement of expenses incurred on termination of his employment. The respondent is therefore ordered to pay the claimant damages in the sum of **£56.75**.
9. The total amount the respondent must pay to the claimant is therefore **£3,305.75**. The claimant is responsible for any income tax or employee national insurance contributions that may be due on the sums awarded at paragraph 7 above.

**Mr Robinson (4)**

10. In breach of Section 13(1) of the Employment Rights Act 1996, the respondent deducted from the claimant's wages, without his authorisation, pay for 50% of March pay and pay from 1-15 April 2019. It is ordered to pay him the sum of **£2,083.33** in this regard.

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11. The total amount the respondent must pay to the claimant is therefore **£2,083.33**. The claimant is responsible for any income tax or employee national insurance contributions that may be due on the sums awarded at paragraph 10 above.

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Employment Judge RL Brace  
Dated: 23 September 2019

JUDGMENT SENT TO THE PARTIES ON  
24 September 2019

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FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS

**NOTE:**

This is a written record of the Tribunal's decision. Reasons for this decision were given orally at the hearing. Written reasons are not provided unless (a) a party asks for them at the hearing itself or (b) a party makes a written request for them within 14 days of the date on which this written record is sent to the parties. This information is provided in compliance with Rule 62(3) of the Tribunal's Rules of Procedure 2013.