



EMPLOYMENT TRIBUNALS

Claimant: Mr Clarence Hills
Respondent: Kavanagh Motor Group Limited
Heard at: East London Hearing Centre
On: 7 November 2019
Before: Employment Judge Ross

Representation
Claimant: In person
Respondents: No attendance

JUDGMENT

1. The Respondent made unlawful deductions from the Claimant's wages.
2. The Respondent shall pay the Claimant the gross sum of £345.58 (which is to be paid net of lawful deductions of income tax and National Insurance).
3. Upon withdrawal, the complaint of unfair dismissal is dismissed.
4. The claim of breach of contract is dismissed.

REASONS

1. The complaints before me today were as follows:
 - 1.1. Unlawful deduction from wages.
 - 1.2. Breach of contract.
 - 1.3. Unfair dismissal

My reasoning in respect of each complaint are as follows.

Unlawful deduction from wages

2. The ET3 Response admitted that the Claimant was owed the sum of £345.58 which had been deducted from his wages. Of this sum, £110 was deducted for a parking fine and the balance was unpaid wages. These sums had yet to be

repaid to the Claimant. Therefore, I made a declaration and entered judgment for the £345.58 to be paid.

Breach of contract

3. The Claimant had not understood the position in law in respect of his claim for breach of contract.
4. Although I did not hear evidence from him, I read the statement at the start of his bundle. The bundle also contained his contract of employment. This includes the following contractual powers were held by the Respondent (at pages 4-5):
 - 4.1. A power to terminate the Claimant's contract of employment on the giving 1 week of notice;
 - 4.2. A power to terminate with a payment in lieu of notice.
5. Given those powers, the Respondent had a right to terminate the Claimant's contract of employment by making a payment in lieu of notice. The Claimant accepted that he had received his pay in lieu of notice.
6. I concluded that there was no breach of contract; but if I was wrong about that, the Claimant had received the measure of damages that he was entitled to.

Unfair dismissal

7. The Claimant accepted that he did not have sufficient qualifying service. He withdrew this complaint, and I dismissed it.

Amendment

8. The Claimant applied to amend the name of the Respondent to include the word "limited", after I pointed out that this was the title used in the contract of employment. I granted that application; there could be no doubt over who was the correct employer in the light of the contract document.

**Employment Judge Ross
7th November 2019**

NOTE

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.