



# EMPLOYMENT TRIBUNALS

**BETWEEN**

**Claimant**

Mr Adam Ingram

AND

**Respondent**

Minster Software Limited  
(trading as MinsterSoft)

## JUDGMENT OF THE EMPLOYMENT TRIBUNAL

**HELD REMOTELY**

**ON**

17 February 2023

**By Video Hearing Service VHS**

**EMPLOYMENT JUDGE** N J Roper

### Representation

**For the Claimant:** In person

**For the Respondent:** Mr P Clarke, Advocate

### JUDGMENT

The judgment of the tribunal is that:

1. The correct name of the respondent is Minster Software Limited trading as MinsterSoft and the record is amended accordingly; and
2. The claimant succeeds in his claim for unlawful deduction from wages and the respondent is ordered to pay the claimant the gross sum of £442.69.

### REASONS

1. In this case the claimant Mr Adam Ingram brings a monetary claim for unlawful deduction from wages against his ex-employer Minster Software Limited, trading as MinsterSoft. The respondent was sued as Minstersoft Limited, and the record is now amended to record the correct name. The respondent denies the claim.

2. This has been a remote hearing which has been consented to by the parties. The form of remote hearing was by video hearing service (VHS). A face-to-face hearing was not held because no one requested the same and all issues could be determined in a remote hearing. The documents that I was referred to are in a bundle of 40 pages, the contents of which I have recorded. The order made is described at the end of these reasons.
3. I have heard from the claimant. The respondent prepared witness statements of Mr Mathew Tumbridge and Mr Adam Kelly. Neither were able to attend the hearing, perhaps reasons of connectivity.
4. There was no real conflict on the evidence. I found the following facts proven on the balance of probabilities after considering the whole of the evidence, both oral and documentary, and after listening to the factual and legal submissions made by and on behalf of the respective parties.
5. The respondent is a software company. Its correct name is Minster Software Limited and it trades as MinsterSoft. The claimant Mr Adam Ingram was employed by the respondent as a Senior Claims Engineer from 1 February 2017 until he resigned his employment with effect from 15 December 2021. The claimant was issued with a detailed written contract of employment which both parties signed in May 2018. The contract is silent on repayment of sums owed by the claimant on the voluntary termination of his employment, and there is no signed authority for the respondent to deduct outstanding sums owed by the claimant to the respondent in the event of his resignation.
6. The claimant was absent on certified sick leave suffering from Covid-19 for nine days between 29 June 2021 and 9 July 2021. He was only entitled to statutory sick pay and as a result of this sickness absence his normal pay was set to be reduced by £990.00. Following discussion between the parties it was agreed that the respondent would make a loan of £990.00 to the claimant. The respondent also agreed that provided the claimant met minimum performance requirements then the respondent would amortise and write off this loan in equal monthly instalments over the next 10 months. The claimant accepted the loan on that basis.
7. The respondent's Chief Operating Officer Mr Tumbridge emailed the respondent's Finance Controller Mr Kelly on 21 July 2021 to confirm the terms of the loan and its repayment. The claimant continued in the respondent's employment on that basis.
8. When the claimant resigned his employment with effect from 15 December 2021 nearly six months later, the claimant had met his minimum performance requirements and the respondent had effectively written off approximately £550.00 of the outstanding sum. This left the remainder of £442.69 which the respondent considered was still due and owing, and it deducted this sum from the claimant's final salary.
9. The relevant factual synopsis is therefore very straightforward: the parties agree that the respondent deducted the sum of £442.69 from the claimant's final salary in the absence of any signed written authority from the claimant to do so. The claimant presents his claim on the basis that this was an unlawful deduction from his wages.
10. The claimant also made it clear to Mr Tumbridge when he resigned that he was leaving for an alternative job which was closer to his home in order to reduce his travelling, even though his basic pay was lower than that which he received from the respondent.
11. Having established the above facts, I now apply the law.
12. The claimant claims in respect of a deduction from his wages which he alleges was not authorised and was therefore an unlawful deduction from his wages contrary to section 13 of the Employment Rights Act 1996 ("the Act").
13. Under section 24(2) of the Act, where a Tribunal makes a declaration that there has been an unlawful deduction from wages it may order the employer to pay such amount as a Tribunal considers appropriate in all the circumstances to compensate the worker for any financial loss sustained by him which is attributable to the matter complained of.
14. In the first place the respondent made an unlawful deduction from the claimant's wages in the sum £442.69. The respondent is ordered to make this payment to the claimant.
15. Secondly, the claimant confirms that he now no longer pursues any further award under section 24(2) of the Act. In any event I would have declined to have made one, because the claimant had agreed to a loan of this sum to which he was not entitled. In addition, he

resigned his employment, and he accepted a lower salary of his own volition, in order to simplify his travelling arrangements. I am not satisfied that the claimant has suffered any financial loss which is attributable to the unlawful deduction of which he complains.

Employment Judge N J Roper  
Dated 17 February 2023

Judgment sent to Parties on 02 March 2023

For the Tribunal Office