



EMPLOYMENT TRIBUNALS

Claimant: Mr Princewill Nwabeke

Respondent: Catalyst Recruitment Ltd

Heard at: Watford Employment Tribunal

On: 2 May 2023

Before: Employment Judge Tuck KC

Appearances

For the claimant: In person.

For the respondent: Mr Bucur, Managing Director of the Respondent.

JUDGEMENT

The claimant's claim for unlawful deductions from wages fails and is dismissed.

REASONS

1. The Claimant was engaged as an HGV driver from 11 July 2022 until 31 July 2022. He was emailed certain induction documents which he completed and signed. These clearly formed the basis of his contractual engagement with the Respondent.
2. The Claimant was supplied by Catalyst Recruitment Limited to Blackline Transport Ltd. The claimant was paid on a PAYE basis by the Respondent, Catalyst, in accordance with the terms set out in the induction document.
3. A standard document received from Blackline, and signed by the Claimant on 22 July 2022 confirmed the agency via which he was engaged was Catalyst. The two page "agency driver requirements" included instructions about refuelling vehicles, and stated, in block capitals, "Do not use premium diesel. The difference will be passed on to you". The claimant further acknowledged receipt of this document in an "Agency Driver Questionnaire" document which was completed and signed by him.
4. The claimant said that he did not see anybody in person during the induction process and that therefore the Respondent was not permitted to make any deduction. He told me of other employers who had carried out face to face inductions. He emphasised, and I accepted, the responsible nature of this job given the
5. The Respondent stated that on 29 and 30 July 2022 the claimant fuelled the vehicle he was driving with premium diesel. The difference between the cost of standard and premium fuel on

these two occasions amounted to £89.40. This sum was withheld from the claimant's final pay. The Respondent provided to the claimant at the time details of his vehicle being refuelled with premium diesel, and the difference in cost. It was not argued this was a deliberate act as opposed to an honest mistake.

6. The claimant was also issued with a parking fine, which was reduced to £60 if paid immediately; whilst the respondent were contractually entitled to deduct this sum in addition to the £89.40, they did not do so.

LAW.

7. Section 13 of the Employment Rights Act 1996 provides that 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 relevant provision of the workers contract.

CONCLUSION.

8. In this case, despite the claimant not having a face to face induction, the terms of his contract clearly provided that if he refuelled his vehicle with premium diesel, he would be charged a difference. I have no hesitation in concluding that this deduction from his wages was authorised. The claim therefore fails.

Employment Judge Tuck KC

Date: 23.4.2023

Sent to the parties on: 26.5.2023

For the Tribunal Office: J Moossavi