



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

**Case No: 4106803/2023**

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**Held via Cloud Video Platform (CVP) on 17 January 2024**

**Employment Judge N M Hosie**

10 **Mr M Doyle**

**Claimant  
In Person**

**Reigart Contracts Ltd**

**Respondent  
Not present and  
Not represented**

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**JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

The Judgment of the Tribunal is that: -

1. the claim under s.23 of the Employment Rights Act 1996 is well-founded and  
20 the respondent shall pay to the claimant the sum of Five Hundred Pounds (£500), as unlawful deduction from wages;
2. the respondent shall pay to the claimant the sum of Six Hundred and Fifty Pounds (£650), as damages for breach of contract (failure to give notice of termination of employment); and
- 25 3. the respondent shall pay to the claimant the sum of One Thousand, Three Hundred Pounds (£1,300), in respect of the respondent's failure to provide the claimant with a written statement of particulars of employment.

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## REASONS

### Introduction

1. The claimant, Mark Doyle, claimed that the respondent had made an unlawful deduction from his wages. The claim was not defended. The respondent had not submitted an ET3 response form. I was satisfied that the claim had been properly intimated to the respondent. The case proceeded, therefore, on an undefended basis.

### The evidence

2. I heard evidence from Mr Doyle at the Hearing. He gave his evidence in a measured, consistent and convincing manner. He presented as credible and reliable.

### The facts

3. Having heard Mr Doyle's evidence, I was able to make the following findings in fact. He commenced his employment with the respondent Company as a Supervisor on 10 July 2023. He was not provided with a written statement of particulars of employment.
4. He was dismissed, summarily, on 15 August 2023 when he reported for work following a day's sickness absence.

### Unpaid wages

5. I am satisfied that the respondent made a deduction from Mr Doyle's final wage. I understand that the deduction was in respect of training costs which the respondent had incurred. However, s.13 of the Employment Rights Act 1996 is in the following terms:

**"13 Right not to suffer unauthorised deductions**

- (1) *An employer shall not make a deduction from wages of a worker employed by him unless -*
- (a) *the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or*

(b) *the worker has previously signified in writing his agreement or consent to the making of the deduction.*"

5 6. The deduction which the respondent made was not, "*required or authorised*". It was not made "*by virtue of a statutory provision*"; the claimant was not provided with a written contract; he had not "*signified in writing his agreement or consent to the making of the deduction*".

7. I am satisfied that a deduction in excess of **£500** was made. The claimant advised that he was content for a Judgment to be issued for that sum.

#### 10 **Notice**

8. The claimant was dismissed summarily. As he had been employed by the respondent for more than one month, he was entitled to one week's statutory notice. The respondent was in breach of contract in this regard and is liable to pay damages for that breach. The claimant earned **£650** per week. The respondent shall pay this sum to the claimant, therefore, by way of damages for breach of contract.

#### **Written particulars of employment**

9. Mr Doyle was not provided with a written statement of particulars of employment as he should have been, in terms of s.1 of the Employment Rights Act 1996.

10. A Tribunal *must* award compensation to an employee where, upon a successful claim being made under any of the Tribunal jurisdictions listed in Schedule 5 of the Employment Act 2002, it becomes evident that the employer was in breach of his duty to provide full and accurate written particulars. Both of the claimant's successful claims are listed in Schedule 5.

**Amount of award**

11. A Tribunal *must* award a “*minimum amount*” of two weeks’ pay in respect of this failure, in addition to the other awards. Accordingly, Mr Doyle is also entitled to a payment of **£1,300** (£650 x 2), in this regard.

5 N Hosie

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**Employment Judge**

22 January 2024

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**Date**

**Date sent to parties**

**24 January 2024**

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