



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Christopher Thomas Waddell

**Respondent:** Lead Pro Solutions Ltd

**Heard at:** London Central (by CVP)

**On:** 3 March 2025

**Before:** Employment Judge L Sarkis

## REPRESENTATION:

**Claimant:** In person

**Respondent:** Did not attend

# JUDGMENT

The judgment of the Tribunal is as follows:

## Wages

1. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period 5 August 2024 – 20 September 2024.
2. The respondent shall pay the claimant **£7386.30**, which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

# REASONS

1. The claimant initially pursued a claim for both unfair dismissal and unlawful deduction from wages. The claim for unfair dismissal was struck out by order of 2 January 2025 as the claimant had not acquired 2 years of service. The hearing today was to consider the claim for unlawful deduction of wages.

*Postponement request*

2. By email of 2 March 2025 at 5.02pm Mr Ryan Gray of the respondent company sought a postponement of the hearing today, due to what he described as the unavailability of the respondent's director. The respondent set out that the director had pre-arranged leave. Though Mr Gray refers to the director in the third person and does not provide the director's name, the Tribunal was satisfied that the director being referred to was in fact Mr Gray himself.
3. The claimant was not copied into the request and confirmed at the start of the hearing that Mr Gray had not communicated with him regarding the request for a postponement.
4. I considered the postponement request, giving my decision and reasons at the hearing. I took into account the fact that Mr Gray had made an almost identical request for a postponement on 20 January 2025 which was refused by Employment Judge Keogh on 3 February 2025. I noted that no details were given in the email of 2 March 2025 as to what efforts, if any, were made by Mr Gray to rearrange the leave between 3 February 2025 when Employment Judge Keogh refused the postponement request and 2 March 2025.
5. I also took into account the fact that, as at the morning of the hearing, the respondent had not not filed any documents on which it sought to rely or provided a substantive defence to the claim.
6. I heard from the claimant at the start of the hearing that this matter was having a detrimental effect on his mental health and that any further delay would likely make this worse.
7. For the above reasons, the respondent's request to postpone the hearing was refused.
8. Mr Gray did not attend the hearing today and no representative appeared for the respondent. The hearing therefore proceeded in the absence of the respondent.

Findings of fact

9. It is not in dispute that the claimant was employed as a Senior Sales and Operations Manager for the respondent company. His annual salary was £45,000 as set out in his employment contract. The employment commenced on 5 August 2024. The claimant handed in his notice on 7 September 2024 and worked the

required two week notice period set out in the contract, finishing work on 20 September 2024. The claim form was presented on 16 November 2024.

10. The claimant has only received one payslip which records a payment date of 2 September 2024. This payslip records that the claimant was due to be paid his salary of £3310.10 and a bonus of £2500.

11. On the balance of probabilities, and after considering the documentary evidence filed by the claimant which includes emails and whatsapp messages between the parties and after hearing evidence from the claimant that he has never received wages from the respondent, I find that the claimant was not paid on 2 September 2024 and has never received any wages from the respondent.

12. In particular, I note the following email evidence:

- 1) The email from the claimant to Mr Gray dated 7 September 2024 in which he gives his resignation and sets out that he has not been paid for any work done since the start of his employment;
- 2) The email from Mr Gray to the claimant dated 7 September 2024 in which he wrote "I understand the frustration and stress caused by the delayed payments and I sincerely apologise for the issues you've experienced";
- 3) The email from the claimant to Mr Gray dated 10 September 2024 in which the claimant sought clarification as to when he would be paid for August and September 2024;
- 4) The email from the claimant to Mr Gray dated 20 September 2024 making a further request for the wages to be paid

13. I also note that the Respondent has not filed any evidence to suggest that payment was made.

#### Unlawful deduction from wages

14. In order to reach a decision in this claim I have asked myself various questions.

- 1) The first is whether the claim was in time. I conclude that it was in time as it was brought within 3 months of the non payment complained about.

- 2) The second is whether the Claimant was a worker. I am satisfied based on the contract of employment that the Claimant was a worker and an employee. The Respondent does not dispute this.
- 3) I have considered whether the claim is in fact in respect of wages and conclude that it is. "Wages" are defined in section 27 ERA. Section 27(1) provides that "wages" means "any sums payable to the worker in connection with his employment". I am satisfied that the claim is in respect of wages.
- 4) I have then gone on to consider whether there was a deduction. Section 13(3) of the Employment Rights Act provides:  
"Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion."

I find that the amount properly payable to the claimant is the amount set out on the claimant's schedule of loss, namely the gross sum of **£7386.30** (£3310.10 gross monthly salary for August and £2500 bonus as set out in the payslip) + £1576.20 (gross pay for the days worked in September 2024).

As there has been no payment at all, I conclude that there was a deduction of the full amount properly payable.

- 5) I then considered whether the deduction was authorised. Section 13(1) ERA creates three types of authorised deduction:
  - Deductions made by virtue of a statutory provision: section 13(1)(a);
  - Deductions made under a "relevant provision" of the worker's contract: section 13(1)(a);
  - Deductions to which the worker has previously signified his or her agreement in writing: section 13(1)(b).

I have concluded that none of these types of authorised deductions apply.

- 6) Finally, I have considered whether the deduction was one of the limited

exempt deductions within section 14 of the Employment Rights Act. It is for the Respondent to show that one of these specific circumstances arises and the Respondent has not raised any of these circumstances in its response. I cannot see that any of the exemptions apply. I therefore find that the deduction was not one of the limited exempt deductions.

15. I therefore find that the complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period 5 August 2024 – 20 September 2024. The respondent is ordered to pay to the claimant the amount set out of the Claimant's schedule of loss, namely the gross sum of **£7386.30** (£3310.10 gross monthly salary for August and £2500 bonus as set out in the payslip) + £1576.20 (gross pay for the days worked in September 2024).

**Approved by:  
Employment Judge L Sarkis  
3 March 2025**

Judgment sent to the parties on:

18 March 2025

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For the Tribunal:

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