



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr. E. Gartland

**Respondent:** Paton Bros Scaffolding

**Heard at:** Carlisle

**On:** 1 April 2025

**Before:** Judge Callan

## Representation

**Claimant:** Did not attend

**Respondent:** Mr. R. Paton

# JUDGMENT

The Claimant's claim is upheld. The respondent made an unlawful deduction from the claimant's wages contrary to section 13 of the Employment Rights Act 1996 and is ordered to pay the claimant the sum of **£506.00** (gross).

# REASONS

1. The claimant worked for the respondent as a labourer. He was contracted to work for 44 hours per week. He commenced his employment on 28 May 2024 and he was dismissed on 21 June 2024. He was paid his wages a week in arrears. He received wages on 7 June 2024, 14 June 2024 and 21 June 2024. Wages due on 28 June 2024 were unpaid. The respondent stated the wages were not paid due to deductions made under the provisions of the claimant's contract of employment.
2. The hearing was listed for a 90 minutes hearing. The claimant did not attend and did not respond to telephone calls made to his mobile telephone. The Employment Tribunal was provided with a copy of the claimant's contract of employment. The claim was for unpaid wages for 44 hours worked in the final week of the claimant's employment. The respondent resisted the claim on the basis of deductions which it was asserted were provided for within the claimant's contract.

3. The respondent relied upon a clause in the contract which allowed them to deduct from the claimant's wages a sum for actual loss suffered by them as a result of the employee leaving without notice (clause 4.3). The respondent had not calculated the amount of that loss and Mr. Paton had no evidence to underpin the amount which they asserted was lawfully deducted.
4. A further clause in the contract (paragraph 21.1) allowed the respondent to deduct the value of the company belongings which the claimant had allegedly failed to return to the company. No list of company belongings which it was alleged had not been returned to the respondent, or the value of those items was provided to the Tribunal. There was no identified amount which could be deducted in reliance of clause 21.1.
5. The contract did not contain a clause allowing the respondent to deduct the cost of repairs to a vehicle which was returned in a damaged state. (It may be that that was part of a separate agreement, but it was not in the document produced by the respondent).
6. Given that the wages were due, but were unpaid on the basis that the respondent believed it could lawfully deduct the various sums from them, the wages for 44 hours at £11.50 in the sum of £506 (gross) was unlawfully deducted and is owed to the claimant.

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**Judge Callan**

Date 1 April 2025

JUDGMENT SENT TO THE PARTIES ON

7 April 2025

FOR THE TRIBUNAL OFFICE

Notes

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.

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **6005191/2024**

Name of case: **Mr E Gartland** v **Paton Bros Scaffolding**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day, the calculation day, and the stipulated rate of interest** in your case. They are as follows:

**the relevant decision day** in this case is: 7 April 2025

**the calculation day** in this case is: 8 April 2025

**the stipulated rate of interest** is: 8% per annum.

For the Employment Tribunal Office