



EMPLOYMENT TRIBUNALS

Claimant: Mr Slah Ayadi

Respondent: Whitbread Group PLC

By CVP

On: 28 March 2025

Before: Employment Judge Martin

Representation

Claimant: In person

Respondent: Counsel

REASONS

1. I found that the Claimant's claim of unauthorised deductions from wages had no reasonable prospect of success and struck out this claim. Oral reasons were given at the conclusion of the hearing. On 17 April 2025 the Claimant requested written reasons.
2. The Claimant's claim of unauthorised deductions from wages involves consideration of what the contractual terms are between the parties. The law is set out in section 13 Employment Rights Act 1996. This provides that an employer can only make a deduction if it is required by law, authorised by the employee's contract or the employee has given written consent.
3. In the claim form the Claimant complains about his pay not being the correct pay for the work he was undertaking. He said he was paid unfairly. During the hearing I asked the Claimant whether there was an agreement with the Respondent that he would be paid differently to how much he was actually paid. He said that there was not but that it was unfair that he was not aligned with the right pay rate. The Claimant stated he was expert in his position but was paid as proficient resulting in a loss of pay.
4. I find that there was no contractual entitlement to any pay other than set out in the Claimant's contract. He was paid that amount. There was therefore no unauthorised deduction from wages. If the Claimant is also bringing a breach of contract claim, I find that the Claimant was paid his contractual entitlement and therefore this claim would also have failed.

Employment Judge Martin

Date: 24 April 2025