



EMPLOYMENT TRIBUNALS

BETWEEN

Claimant
C TURNER

AND

Respondent
HAWKINS MOTORS LIMITED

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT: BRISTOL ON: 4TH SEPTEMBER 2025

**EMPLOYMENT JUDGE MR P CADNEY
(SITTING ALONE)**

MEMBERS:

APPEARANCES:-

FOR THE CLAIMANT:-

**IN PERSON (ASSISTED BY HIS
FATHER)**

FOR THE RESPONDENT:- MR T. STYLES

JUDGMENT

The judgment of the tribunal is that:-

- i) The claimant's claims for unlawful deduction from wages in the failure to pay the National Minimum Wage is well founded and upheld.
- ii) The claimant is awarded £1114.37.
- iii) The claimant's claim for unlawful deduction from wages / breach of contract in respect of payments for tools / equipment / PPE is not well founded and is dismissed.

Reasons

Claims

1. By this claim the claimant originally brought claims of unfair dismissal; unlawful deduction from wages in the failure to pay him the national minimum wage; and breach of contract. The claim for unfair dismissal has been dismissed by an earlier judgment as the claimant had less than two years continuous employment.
2. As was confirmed at the start of the hearing the claimant has two claims:
 - i) Unlawful deduction from wages in the failure to pay the national minimum wage;
 - ii) Re-imbursement of costs associated with purchasing tools/ equipment / PPE during his employment.
3. The claimant asserts that the national minimum wage for an eighteen year old was £10 per hour (although this is incorrect – see below), and he was therefore underpaid by £3.60 per hour during his employment giving a total claim of £1420.03, together with £1730.01 for tools and PPE that he was required to purchase at the beginning of the apprenticeship (total £3150.04).
4. Directions were given when the hearing was listed for disclosure, the agreement of a bundle and the exchange of witness statements. Whilst an agreed bundle was sent neither party supplied a witness statement; and I heard oral evidence from the claimant, and Mr Styles for the respondent.

Facts

5. The claimant was employed by the respondent from 25th March 2024 until 25th June 2024. In his evidence the claimant asserted that whilst it may have been the intention to employ him under a contract of apprenticeship, that in fact he never received any written contract of apprenticeship/ employment and that he does not therefore accept that he was actually employed under a contract of apprenticeship. He accepted that he had been permitted to attend Truro College one day a week and was paid for that as part of the forty hours per week he was engaged to perform; but asserts that on the day he was dismissed, in the dismissal meeting his line manager specifically informed him that he was not employed as an apprentice. He was dismissed by reason of redundancy.
6. In respect of the equipment he states that whilst it was not a requirement, or contractual term that he acquire his own tools / equipment that he was encouraged to do so; and that they are of no use to him outside his apprenticeship. He accepted that they had some residual value (£800) and seeks re-imbursement for the difference between the cost and the current value .

7. The respondent accepts that, due to an error he was not issued with a contract of apprenticeship, or any other written contract, but it asserts that he was in fact engaged under a contract of apprenticeship. It relies on the only documentary evidence in the form of a New Employee Form which explicitly refers to the Position as an Apprentice, the payment rate being £6.40 per hour, and the claimant being released to attend Truro College one day a week as only being consistent with a contract of apprenticeship. As is apparent from the ET1 the claimant also believed that he was employed under a contract of apprenticeship. If this is correct it asserts that it follows automatically that the claimant was correctly paid the NMW apprenticeship rate for his age, and that he has not therefore not been underpaid. There was no contractual or other requirement to purchase equipment but most technicians prefer to have and use their own tools. The claimant bought his own tools without there being any contractual or other requirement imposed by the respondent; and it has no legal obligation to re-imburse him for the cost.
8. His dismissal resulted from them being short of two technicians and as a result found it difficult to provide the appropriate training. In addition, it became apparent that the dealership at which he worked could not continue to provide work for him and that he was dismissed by reason of redundancy. He was paid one weeks statutory notice in lieu; and was paid at the appropriate apprenticeship rate during his employment

National Minimum Wage

9. The NMW for apprentices was from April 2024 £6.40 (and £8.60 for those aged 18-20). If therefore the claimant was employed under a contract of apprenticeship he was paid the correct rate. If he was not, he was entitled to £8.60 per hour.
10. The Relevant NMW Reg provides:

Determining whether the apprenticeship rate applies

5.—(1) The apprenticeship rate applies to a worker—

(a) who is employed under a contract of apprenticeship , apprenticeship agreement (within the meaning of section 32 of the Apprenticeships, Skills, Children and Learning Act 2009) or approved English apprenticeship agreement (within the meaning of section A1(3) of the Apprenticeships, Skills, Children and Learning Act 2009)], or is treated as employed under a contract of apprenticeship, and

(b) who is within the first 12 months after the commencement of that employment or under 19 years of age.

(2) A worker is treated as employed under a contract of apprenticeship if the worker is engaged—

(a) in England, under Government arrangements known as Apprenticeships, Advanced Apprenticeships, Intermediate Level Apprenticeships, Advanced Level Apprenticeships or under a Trailblazer Apprenticeship;

(b) in Scotland, under Government arrangements known as Modern Apprenticeships;

(c) in Northern Ireland, under Government arrangements known as Apprenticeships NI; or

(d) in Wales, under Government arrangements known as Foundation Apprenticeships, Apprenticeships or Higher Apprenticeships.

(3) In paragraph (1)(b), a worker does not commence employment with an employer where that worker has previously been employed by another employer and the continuity of employment is preserved between the two employments by or under any enactment.

(4) In this regulation—

(a) “Government arrangements” means—

(i) in England, arrangements made by the Secretary of State under section 2 of the Employment and Training Act 1973⁽¹⁾ or section 17B of the Jobseekers Act 1995⁽²⁾,

(b) “Trailblazer Apprenticeship” means an agreement between an employer and a worker which provides for the worker to perform work for that employer and for the employer, or another person, to provide training in order to assist the worker to achieve the apprenticeship standard in the work done under the agreement;

(c) “apprenticeship standard” means the standard published by the Secretary of State in connection with the Government arrangements known as Trailblazer Apprenticeships, which applies as respects the work done under the agreement.

ASCLA 2009

11. The ASCLA currently provides for an “Approved English Apprenticeship” . S32 provides that:

32 Meaning of “apprenticeship agreement”

(1) In this Chapter, “*apprenticeship agreement*” means an agreement in relation to which each of the conditions in subsection (2) is satisfied.

(2) The conditions are—

- (a) that a person (the “apprentice”) undertakes to work for another (the “employer”) under the agreement;
- (b) that the agreement is in the prescribed form;
- (c) that the agreement states that it is governed by the law of England and Wales;
- (d) that the agreement states that it is entered into in connection with a qualifying apprenticeship framework.

12. Put simply, as the claimant was never provided with a contract of apprenticeship it is not possible for the respondent to be in compliance with these requirements. The consequence is that the agreement is not a qualifying statutory apprenticeship within the meaning of NMW Regs 5 (1) (a) above and would not permit the respondent to pay the apprenticeship NMW of £6.40 per hour, on the basis that this was a statutory apprenticeship.
13. Common Law Apprenticeship – However Reg 5(1)(a) also applies to individuals “treated as employed under a contract of apprenticeship”. This applies to those employed under common law contracts of apprenticeship. The relevant authorities have held that it is not necessary for the contract to be in writing (see Wallace v CA Roofing Services Ltd 1996 IRLR 435, QBD and Edmonds v Lawson and ors 2000 ICR 567, CA.); and s230(2)ERA 1996 defines a contract of employment as ‘a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing’. This also, at least implies that a contract of apprenticeship may not need to be in writing.
14. The definition of, and the (non-exhaustive) elements of a common law contract of apprenticeship, were set out in Dunk v George Waller and Son Ltd 1970 2 QB 163, CA (per Widgery LJ):
- ‘A contract of apprenticeship secures three things for the apprentice: it secures him, first, a money payment during the period of apprenticeship, secondly, that he shall be instructed and trained and thus acquire skills which would be of value to him for the rest of his life, and, thirdly, it gives him status, because the evidence in this case made it quite clear that once a young man, as here, completes his apprenticeship and can show by certificate that he has completed his time with a well-known employer, this gets him off to a good start in the labour market and gives him a status the loss of which may be of considerable damage to him.’
15. It is worth noting that in this case the position of the parties is different from that in many of the reported cases (see for example Beddoes v Woodward Electrical Ltd ET Case No.2600221/17); in that it is normally the claimant who is advancing the proposition that the contract was an apprenticeship contract, so as to take advantage of the perceived benefits, such as the much more limited capacity to dismiss an apprentice and/or the

capacity of an apprentice to sue for the balance of sums owed for the full duration of the apprenticeship agreement. In this case it is the claimant asserting that there was no apprenticeship agreement because of the absence of written contractual terms, and the respondent who is arguing that it was to take advantage of the lower national minimum wage payable.

16. Whilst these are somewhat unusual circumstances it does not alter the task before me which is to determine whether the contract was or was not one apprenticeship irrespective of the consequences for either party.

17. In my judgment the factors pointing the fact that the contract was, and was understood by both parties to have been a contract of apprenticeship are:

- i) The New Employee Form describes it as a contract for an Apprentice;
- ii) The agreed rate of pay was only lawful if it was a contract of apprenticeship;
- iii) It did provide for paid training in the claimant's release every Monday to attend Truro College;

18. The factors that point it not being a contract of apprenticeship are:

- i) The only written document provides no indication of the length of the apprenticeship agreement and neither party has given any evidence or indicated that was of a fixed or limited duration ;
- ii) No written contract was ever provided;
- iii) The claimant was dismissed by reason of redundancy which would be an unusual feature of a contract of apprenticeship.

19. As it is the respondent who is asserting a contractual agreement which is the most advantageous for them, at least in relation to this dispute, in my judgement the evidential burden lies on them; and if they cannot produce any written agreement setting out the terms so as to allow the question to be properly judged they have significant evidential difficulty. In addition, although described as an Apprentice Position in the New Employee form, here is no indication that the contract was in any way limited or linked to the completion of any apprenticeship, which in my judgement is a significant contra - indication against the agreement being construed as a contract of apprenticeship.

20. Looked at overall, in my judgement, I am not persuaded that there is sufficient evidence that the contract was a common law contract of apprenticeship.

21. The consequence is that the claimant was entitled to the higher National Minimum wage of £8.60 per hour which gives a total loss of £1114.37 (taken from the hours worked as shown on the payslips, and including a revision to the holiday pay) .

Tools/ Equipment

22. There is no evidence that the acquisition of the tools equipment was either a written contractual or non-contractual requirement; nor that there was any oral requirement to purchase them. The claimant's case is in effect, that having purchased tools that were

only useful in and referrable to the work he was doing for the respondent, it is unfair that he should not be recompensed for any loss incurred by being dismissed, and left with tools/equipment which are no use to him, and worth less than he paid for them .

23. It is difficult not to be sympathetic to the claimant, particularly as the cost of the tools was substantial, especially give his relatively low wage. However the difficulty for him, is that there does not appear to me to be any mechanism for concluding that either the purchase of the equipment involved any unlawful deduction from wages, as there was none; or that there is a contractual breach in the failure to recompense him for the cost, in the absence of any contractual agreement to do so.
24. In the circumstances, in my judgement I am bound to dismiss this claim.

Employment Judge Cadney
Dated: 8 September 2025

Judgment entered into Register
And copies sent to the parties on
13 October 2025

Jade Lobb
for Secretary of the Tribunals