



EMPLOYMENT TRIBUNALS

Claimant: Mr C Mullineux

Respondent: CJS3 Ltd

Heard at: Manchester Employment Tribunal

On: 18 June 2025

Before: Employment Judge Dunlop

Representation

Claimant: In person

Respondent: Mr G Harald (Company Director)

JUDGMENT having been sent to the parties on 24 July 2025 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

Introduction

1. This was a small claim about a wages dispute. The respondent company private estate. The claimant worked as a gardener until his resignation on 28 October 2024. There was no dispute about the termination of employment. The dispute was around various deductions which had been from the claimant's wages at the time of the termination of his employment.

The Hearing

2. The hearing took place by video, as is usual for small claims of this nature. I heard evidence from Mr Mullineux and from Mr Harald and allowed them both opportunity to put forward their cases in an informal way. Some evidential documents had been provided in advance of the hearing but a key document, Mr Mullineux's final payslip, was produced (by email) towards the end of the hearing. That made the hearing more complex than it needed to be, as both parties had been proceeding on a misunderstanding about what the pay should have been, prior to deductions.

Findings of Fact

3. Mr Mullineux started work with the respondent on or around 10 December 2021. Mr Harald produced a copy of a contract of employment. Although the version I had was unsigned, Mr Mullineux agreed he had received it, and both parties agreed that it governed the terms of his employment. The contract does not contain any provisions allowing deductions to be made to Mr Mullineux's wages except in the case of overpayment made in error (clause 3(d)). The contract also provided that Mr Mullineux could only take on outside work with the permission of his employer and contained some provisions about the use of the respondent's IT equipment and the handling of confidential information.
4. Mr Mullineux resigned on 28 October 2024. The parties agreed that his last working day would be 15 November, and that he would additionally be paid holiday pay for a further week, so that his employment would end on 22 November 2024. (The respondent says that this was slightly more holiday than he was actually entitled to, but both parties accept it was the agreed position.)
5. It was the respondent's position that it came to light in early November that the claimant had been conducting private work outside his contract, and had been using the respondent's equipment to do so. In the course of this work, a pressure washer had become broken. (I did not need to make findings as to whether or not that was actually the case.) There was an exchange of messages between the parties about the pressure washer, in the course of which, the claimant wrote "*If you feel I have personally broken the power washer I'll pay for it but I can be sure that it's not the case*". No sum was mentioned in the messages, but the claimant agreed during the hearing that he had bought both the original washer and the replacement in the course of his duties and that, when writing this message, he had known what the cost of one was, albeit not to the nearest penny. He agreed that the £345 subsequently deducted by the respondent was the actual cost of the equipment in question.
6. According to his November payslip, Mr Mullineux was paid wages of £2,076.92, plus holiday pay of £623.08, giving a gross amount of £2,700.00. It was not disputed that this represented Mr Mullineux's full pay entitlement, before any deductions, for the month of November up to the termination date on the 22nd.
7. In the 'Deductions' section of the payslip, the respondent has deducted a total of £549.56 for tax, NI and pension contributions. Mr Mullineux accepts that those deductions are legitimate. In addition, there is a deduction of £345 for "Damaged Equipment Replacement". That deduction related to the cost of replacing the pressure washer. There is therefore a net payment amount shown on the payslip of £1,805.44.
8. In fact, Mr Mullineux did not receive £1,805.44, he received £509.76. Between calculating the payments due, and making the payment, the respondent had decided to make two further deductions - £800 in relation

to IT costs and £495.68 in relation to personal protective equipment (PPE) which it is alleged that Mr Mullineux took when he left the business, which belonged to the respondent. In an email dated 30 January 2025 the respondent detailed the PPE as being chainsaw trousers, chainsaw boots and chainsaw gloves, giving a price for each.

9. The claimant returned his work laptop and phone on departure. The respondent alleges that these had been erased to factory settings, and that information had been transferred to the claimant's personal email address. The 30 January 2025 email encloses an invoice from an IT contractor setting out that work had been done attempting to recover wiped data from the iphone and laptop. The invoice appeared to show that the cost of this work was £800.
10. Again, although Mr Harald was unhappy about this, I did not need to make, and did not make, any findings about whether or not the respondent's allegations that Mr Mullineux had kept PPE which belonged to the respondent and/or caused it to have to spend £800 on attempting to recover wiped data were justified, nor whether Mr Mullineux himself had acted in breach of contract. The reason I did not need to make those findings is explained below.

Relevant Legal Principles

11. Section 13 Employment Rights Act 1996 provides as follows:

(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.

(2) In this section "relevant provision", in relation to a worker's contract, means a provision of the contract comprised—

(a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or

(b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.

12. As I explained to the parties, this means that there are two "gateways" that an employer can rely on if it wants to make a deduction – authorisation

under the contract, or an agreement in writing before the deduction is made. Even if any employer has a genuine legal entitlement to a sum of money from the employee – for whatever reason – it cannot use deductions from the employee’s wages to obtain that sum, other than through one of the gateways. This is because the law affords a special protection to the payment of wages.

Submissions

13. In respect of the PPE items, Mr Harald accepted that there was nothing in the contract of employment which entitled the employer to make deductions in respect of those items. His submission was that Mr Mullineux had stolen the items, and that that was therefore a “legal matter”. He emphasised that the respondent had chosen not to involve the police but insisted that it was legitimate for the respondent to recover the sums from Mr Mullineux’s wages. He made similar points in relation to the IT costs – saying that Mr Mullineux had breached his obligations under the employment contract and the costs were his responsibility.
14. I did not hear submissions from Mr Mullineux in respect of the PPE items or IT services, as I was satisfied that Mr Harald’s arguments could not succeed.
15. In relation to the power washer, Mr Harald said that it was against the contract for Mr Mullineux to take on secondary employment without informing the respondent. He said it was “upsetting and distressing” that equipment was taken without consent and broken, and that the respondent had purchased a replacement on the assumption that the breakage had happened at work. More relevantly, he argued that the proper interpretation of the exchange of messages was that Mr Mullineux had agreed to the deduction. Mr Mullineux accepted that he had offered to fund a replacement and, as I have noted above, he accepted that the amount deducted reflected this. He said that he did so in order to try to make peace and leave on good terms. He did not accept Mr Mullineux’s criticisms of his conduct.

Discussion and conclusions

16. I found that there was no entitlement to deduct for PPE or for the IT work, as the respondent cannot point to an authorisation under the contract, nor to a prior agreement.
17. In relation to the power washer, there was no authorisation of the contract. However, I find in the terms of the statute that, by his message to Mr Harald, Mr Mullineux had “signified in writing his agreement or consent to the making of the deduction”. I consider the motive for Mr Mullineux giving his consent to be irrelevant. Although the message could be read as somewhat grudging, the only realistic interpretation is that Mr Mullineux is agreeing to the deduction. Had it not been for the later additional deductions, I very much doubt Mr Mullineux would have pursued this case.

18. It did cause me some concern that the amount of this deduction was not expressly consented to in the messages. However, I can find no legal authority which suggests that it has to be. In those circumstances, I took the view that I had to consider whether the lack of any specified amount meant that there had realistically been no agreement or consent. In the context of this case, I find that there was no requirement for the amount to be stated at the time of the written agreement. As I have already stated, Mr Mullineux was aware of the cost of the power washer, at least in broad terms, and the amount of the deduction equated to the cost of the washer.

Conclusion

19. For those reasons I ordered the respondent to pay Mr Mullineux £1,295.68 (£800 plus £495.68).

Approved by: Employment Judge Dunlop

Date: 10 September 2025

WRITTEN REASONS SENT TO THE PARTIES ON

17 October 2025

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