



EMPLOYMENT TRIBUNALS

Claimant: Mr J Oxborough

Respondent: Lidl Great Britain Ltd

Heard at: Southampton (by CVP)

On: 16 and 17 October 2025

Before: Employment Judge Yallop

REPRESENTATION:

Claimant: In person, with the assistance of his partner, Miss R Miller

Respondent: Mr D Brown (counsel)

JUDGMENT

The judgment of the Tribunal is as follows:

Unfair Dismissal

1. The complaint of unfair dismissal is not well-founded and is dismissed.

Notice Pay

2. The complaint of breach of contract in relation to notice pay is not well-founded and is dismissed.

Holiday Pay

3. The complaint in respect of holiday pay is not well-founded and is dismissed.

JUDGMENT having been sent to the parties on 3 November 2025 and written reasons having then been requested by the Claimant in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided.

REASONS

Introduction

1. The Claimant worked for Respondent at its Wincanton Store as a store assistant from 30 July 2014 until 7 August 2024, when he was dismissed without notice for gross misconduct.
2. The Claimant claimed that he was unfairly dismissed and that he was owed notice pay and holiday pay. The Respondent defended those complaints.

The hearing

3. I heard the claim on 16 and 17 October 2025. The Claimant represented himself with assistance from his partner, Miss Miller. The Respondent was represented by Mr Brown (counsel).
4. The Claimant gave sworn evidence on his own account. Hannah Sheldrake (Regional Head of Sales) and Karina Moon (Area Manager) gave sworn evidence for the Respondent. There were no other witnesses.

Issues

5. Before I heard any evidence, I clarified with the Claimant his complaint that he had suffered an unauthorised deduction from wages. He confirmed that his claim related to the entry on his payslip for August 2024, which showed a figure of -£400.50 with text that read 'Holiday Aug'.
6. I explained that I was intending to deal with liability first and would then consider remedy if the Claimant was successful in his claim. I agreed with the parties that the issues I needed to determine in respect of liability were as follows:

1) Unfair dismissal

- a) The parties agree that the Claimant was dismissed. What was the reason for dismissal? The Respondent asserts that it was a reason related to conduct, which is a potentially fair reason for dismissal under s. 98 (2) of the Employment Rights Act 1996.

- b) Did the Respondent hold a genuine belief in the Claimant's misconduct on reasonable grounds and following as reasonable an investigation as was warranted in the circumstances?
- c) Was the decision to dismiss a fair sanction, that is, was it within the range of reasonable responses open to a reasonable employer when faced with these facts?
- d) Did the Respondent adopt a fair procedure?
- e) If it did not use a fair procedure, would the Claimant have been fairly dismissed in any event and/or to what extent and when?
- f) If the dismissal was unfair, did the Claimant contribute to the dismissal by culpable conduct?

2) Wrongful dismissal; notice pay

- a) What was the Claimant's notice period?
- b) The Claimant was not paid for that notice period. Was the Claimant guilty of gross misconduct or did he do something so serious that the Respondent was entitled to dismiss without notice?

3) Holiday Pay (Working Time Regulations 1998)

- a) Did the Respondent make unauthorised deductions from the Claimant's wages in respect of holiday pay and if so how much was deducted?

Findings of fact

- 7. My findings of fact are as follows. Where I have had to resolve any conflict of evidence, I indicate how I have done so at the material point.
- 8. The Respondent owns and operates a chain of supermarkets, with over 960 stores across Great Britain, employing more than 31,000 people. The Claimant worked in the Respondent's Wincanton store as a store assistant, which would usually have involved a variety of duties, but in the Claimant's case he primarily worked on the tills.
- 9. On 19 July 2024, the Claimant served a customer at his till. The customer was buying various products, including a bottle of water. The bottle of water had been taken out of a multipack, so did not have its own barcode. The Claimant swapped the multipack bottle for one that could be sold individually and scanned the barcode on the new bottle. The customer paid for his shopping and left. The Claimant put the

multipack bottle at the side of his till and continued to serve other customers. Later the same day, the Claimant opened the multi-pack bottle and drank from it. He also poured some of it into his drinking bottle, which was beside him at the till. The Claimant put the multipack bottle back at the side of his till and continued to work. At the end of his shift, he went home without taking any other action in relation to the multi-pack bottle. The Claimant did not pay for the bottle of water or discuss it with a manager. The bottle remained at the side of his till.

10. On 20 July 2024, the Store Manager found some items at a till that they were worried might have been consumed in breach of policy. The CCTV footage from 19 July 2024 was checked and showed what the Claimant had done with the multi-pack bottle of water.
11. The Respondent has a procedure that applies to staff sales within its stores, which is called the Till and Safe Cashier Process. That process requires employees who buy something from a Lidl store to attach to the item the receipt, to prove that the item has been purchased. The policy also states: 'Under no circumstances are Colleagues allowed to put away or reserve...any items that they intend to purchase later...Consuming items before purchasing is also not permitted at any time.' The policy goes on to say: 'Please note: any failure to comply with this policy will result in an investigation being carried out of which could lead to disciplinary action up to and including summary dismissal. If found, any instances of internal theft will always be reported to the Police'.
12. In addition to that procedure, the Respondent has a policy called 4.2.5 Store Consumables, which is a policy that enables stores to write off particular products so that they can be used by staff. There is a list of the products covered by the policy, including tea, coffee and milk, toilet paper and cleaning supplies. Bottled water is not mentioned. The policy states that only store management are permitted to write items off as consumables.
13. As well as writing off consumables for staff use, there is a procedure for writing off products that cannot be sold. Katrina Moon (who is currently a Store Manager for the Respondent, but at the time of the incident was an Area Manager, and who conducted the Claimant's disciplinary meeting) gave evidence that as a split multipack of water could not be sold, the Respondent's process was that it would be written off by a manager and donated to charity. Miss Miller (the Claimant's partner who was acting as his representative at the hearing) confirmed that that was also the Claimant's understanding of what should happen in these circumstances.
14. The Respondent noted that the Claimant did not appear to have followed any of these processes in relation to the multi-pack bottle of water, or raised it with anyone since. The Claimant had worked on 20 July 2024 and on 22 July 2024 after the incident on 19 July 2024.
15. On 24 July 2024, Kieron Rushton (Area Manager) held an investigatory meeting with the Claimant. The Claimant was told that the Respondent was concerned he had

consumed goods without making payment, which would constitute theft of company property. Mr Rushton asked the Claimant about the multipack bottle of water. The Claimant confirmed he had used it to top up his drinks bottle. When asked if he had made payment the Claimant said: 'No, I think I may have forgot or can't actually remember taking it'. He then said he had thought that because the water would be written off, it was ok. Mr Rushton told the Claimant that he was going to investigate the allegations further, and that the Claimant was being suspended whilst the investigations took place. The Claimant was given a letter dated 24 July 2024 that confirmed he was being suspended pending further investigations into the allegation of gross misconduct against him.

16. Mr Rushton prepared an investigatory report dated 29 July 2024. The report set out what had happened in relation to the multipack bottle of water and that the Claimant had admitted to drinking it. It confirmed that the Claimant did not make payment for the water or take it to the write-off area. The report stated that the Claimant had consumed Lidl property with no attempt to make payment or ask for permission from a manager.

17. Ms Moon was asked to be the disciplinary officer. On 1 August 2024, she wrote to the Claimant inviting him to attend a disciplinary hearing. In relation to the allegation that had been made against the Claimant, the letter said:

'On 19/07/2024 you consumed a bottle of water without making any form of payment. This is a breach of the Staff Sales-Discount Procedure contained within the Till and Safe Cashier Process procedure and is considered as potentially theft. Bottled water is not included in the approved list of products that can be written off as consumables for store use. This would be a breach of the store consumables procedure and is also considered as potentially theft. This allegation is considered as potential gross misconduct.'

18. The letter enclosed copies of the disciplinary policy, Till and Safe Cashier Process, 4.2.5 Store Consumables policy, investigation report, meeting notes from the suspension meeting and the suspension letter. The Claimant was informed that disciplinary action could include dismissal, and was told of his right to be accompanied at the meeting and to present his own evidence.

19. The disciplinary hearing took place on 5 August 2024. The Claimant prepared a statement for the disciplinary hearing, which he handed to Ms Moon at the beginning of the meeting. In his statement, he explained that he was getting dehydrated during his shift and was worried about his health, so drank from the multi-pack bottle and topped up his own drinks bottle. He said that he had thought the multipack bottle was allowed to be written off as he had seen single bottles of water in the canteen with no receipts. He said that he was in a hurry at the end of the shift and forgot to

get the water written off. He said he had no intention of being dishonest, though he knew it was wrong after.

20. During the hearing, the Claimant explained that he had not drunk from his own drinks bottle because he had made his squash too strong. Ms Moon asked him why he had not left his till to go to the canteen and top up his bottle there. He said: 'I don't know why I didn't'. The Claimant explained that he thought the water was a consumable so would be written off, and said he planned to buy the multipack the next day. Ms Moon asked him to explain the write-off procedure. The Claimant said he would normally call a manager straight away or take the item to the warehouse for a manager to write it off. When asked why he had not done that with the water, the Claimant said he was really stressed and did not think about it. When asked about the gap between the incident and the suspension meeting, during which time the Claimant could have raised this issue with a manager, the Claimant said he forgot to say something. When asked whether any item was ok to be consumed if it was a write-off, the Claimant said no, but that he thought water was like tea or coffee, as there were bottles of water in the canteen at times. The Claimant said he did not think it was theft if he left it in the building, but that if he had taken it out of the building he would have considered it to be theft. The Claimant watched some CCTV shown to him by Ms Moon from 19 July 2024, and he confirmed it was him in the footage. He confirmed he drank the water and did not say anything to any staff members. Ms Moon summarised her conversation with the Claimant and the Claimant confirmed the summary was correct. She asked him if there was anything else he wanted to say, and he said no.
21. Ms Moon gave oral evidence that after the hearing she re-read all of the information and spoke to Andrew Wilkins in HR to check her thinking was in line with the Respondent's policies. She then wrote to the Claimant the following day. In that letter, which is dated 6 August 2024, she set out what the Claimant had said in the disciplinary hearing and relayed her findings. She found that the Claimant was fully aware of the staff sale procedure and write-off procedure, but had not followed the process for either of them. He had been inconsistent in his explanation of whether he had intended to purchase the water or get it written off, and he had not explained why he had not gone to get tap water instead of drinking the multi-pack bottle. He had also known his actions were wrong. Ms Moon said that the Claimant had had 4 days after the day of the incident to come forward, but he had not. She concluded that the Claimant had known the correct procedures and that there was no way to be assured that the behaviour would not be repeated, so there was no suitable alternative to dismissal. She confirmed that the Claimant was therefore being summarily dismissed for gross misconduct with effect from 7 August 2024. She informed the Claimant of his right to appeal.
22. When asked at the hearing about her decision, Ms Moon explained that the Respondent has a zero-tolerance policy in relation to theft, and that she knows of a colleague who had longer service than the Claimant who was dismissed for theft of an equally low value item. She said that the Respondent's policies on staff using Lidl goods are well publicised to staff. They receive regular training, and there was a

campaign not long before the incident in which posters were put up in store canteens to remind staff about the policies. The policies are also talked about by store staff, particularly when incidents occur and someone is dismissed. I accept this evidence, as I found Ms Moon to be an honest witness and there was no evidence before me to counter her views. She also said that she was satisfied the Claimant's act had been deliberate, as he had ample time after his shift had ended to check the position and put things right, and his explanations about the processes he thought applied were not convincing, as he had not followed those processes.

23. The Claimant appealed by a letter dated 7 August 2024. However, he subsequently stated he would not attend an appeal hearing because of mental ill health. The Respondent decided to consider the Claimant's appeal in writing. However, Miss Mills then spoke to ACAS and was advised that if the Claimant did not want to return to work, he should withdraw his appeal. The Claimant took this advice and withdrew his appeal on 28 August 2024. This was after the date on which Hannah Sheldrake (Regional Head of Sales) had considered the appeal on the papers and drafted an outcome letter, but before her letter had been sent to the Claimant. Having received the Claimant's withdrawal of his appeal, Ms Sheldrake wrote to the Claimant on 30 August 2024 confirming that the matter was now closed. She also provided him with a copy of the reference that the Respondent would issue for him on request.
24. As part of Ms Sheldrake's preparation for deciding the appeal, she checked the Claimant's training records. The parties agree that the Claimant had completed an Inventory awareness E-learning module on 2 May 2024. That training included information about the Respondent's policies on members of staff consuming store products, and stated: 'You must pay for any Lidl items before you eat or drink them, regardless of the value of that item. If you have not paid for the item or cannot prove that you have paid for it, it may be considered as theft'. There was also a slide on what the Respondent classes as theft, which included taking stock or property without paying for it, taking items from the write off area, and drinking Lidl items at work without displaying a receipt.
25. The Respondent's disciplinary policy includes examples of gross misconduct, including 'theft or otherwise acting dishonestly' and 'any breach or material failure to comply with the Company's policies and procedures from time to time in force'. Examples of gross misconduct are also included in the Claimant's contract of employment. 'Theft' and 'a material failure to comply with the Company's policies and procedures from time to time in force' are also included on that list. The contract also states at clause 11.3 'Your employment may be terminated without notice in the case of gross misconduct'.
26. Following his dismissal, the Claimant received his final pay on 29 August 2024. During the holiday year commencing on 1 April 2024, the Claimant took holiday on 17 to 29 April inclusive, which amounted to 13 days of paid leave. He then took a holiday from 1 to 7 July, which was recorded as being 5 days of paid leave (holiday time having been recorded as 6 hours per day, Monday to Friday). The Claimant also took leave during his suspension, but this was not recorded by the Respondent

as holiday and the Claimant was paid in the usual way. The Claimant was entitled to 35 days' leave a year and had carried over 1 day from the previous holiday year.

27. From the Claimant's final pay, the Respondent made a deduction of £400.50 because it calculated that he had taken more holiday than he had accrued during that holiday year. The Claimant's contract states at clause 7.4: 'On commencement and termination of employment your entitlement to holiday shall accrue on a pro rata basis for each complete month of service. If on the termination of your employment your holiday entitlement has been exceeded, the excess will be deducted from any monies payable to you.'
28. The Claimant lodged his ET1 with the Tribunal on 26 October 2024.

Relevant law – unfair dismissal

29. Section 94 Employment Rights Act 1996 (ERA) confers on employees the right not to be unfairly dismissed, and under section 98, the employer must show that it had a potentially fair reason for the dismissal, in this case conduct.
30. Section 98(4) ERA 1996 provides that the determination of whether the dismissal was fair or unfair, having regard to the reason shown by the employer, shall depend on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee and this shall be determined in accordance with the equity and the substantial merits of the case.
31. The approach to misconduct dismissals is based on the decision in **British Home Stores Ltd v Burchell [1978] IRLR 379** and the following questions must be addressed:
- a) Did the Respondent genuinely believe that the Claimant was guilty of misconduct?
 - b) If so, was that belief based on reasonable grounds?
 - c) Had the employer carried out such investigation into the matter as was reasonable?
32. The burden of proof rests with the employer for the first ground but it is neutral for grounds 2 and 3. The employer need not have conclusive proof of the employee's misconduct, only a genuine and reasonable belief. Reasonableness is neutral test.
33. When assessing whether the **Burchell** test has been met, the tribunal must ask itself whether what occurred fell within the 'range of reasonable responses' of a reasonable employer. The Court of Appeal in **J Sainsbury plc v Hitt 2003 ICR 111**

held that the 'range of reasonable responses' test applies in a conduct case both to the decision to dismiss and to the procedure by which that decision was reached. The Tribunal cannot substitute its own decision as to whether an investigation into alleged misconduct is reasonable. The relevant question is whether it was an investigation that fell within the range of reasonable responses that a reasonable employer might have adopted.

34. It is also useful to note that the Acas Code states, at paragraph 23:

"Some acts, termed gross misconduct, are so serious in themselves or have such serious consequences that they may call for dismissal without notice for a first offence. But a fair disciplinary process should always be followed, before dismissing for gross misconduct."

Conclusions – unfair dismissal

What was the reason for dismissal?

35. I find that the reason for the Claimant's dismissal was his conduct, namely that he drank a multipack bottle of water and used some of it to top up his own drinks bottle, without paying for it. It was clear from the CCTV that this incident occurred, and the Claimant admitted it. The Respondent's policies and training materials make it clear that such behaviour constitutes misconduct and there was no evidence to suggest any reason other than conduct was the true reason for the dismissal.

Did the Respondent genuinely believe that the Claimant was guilty of misconduct? If so, were there reasonable grounds for such a belief?

36. I find that the Respondent had a genuine belief in the Claimants' misconduct and that this belief was based on reasonable grounds.

37. The Claimant admitted that he had taken the water without paying for it, so the basic facts were not disputed. The Respondent's policies were clear that this action constituted misconduct. Their policies and training materials explained what staff had to do when consuming Lidl products, and that consuming items that had not been purchased would be considered to be theft and could lead to summary dismissal. The evidence before me suggested the policies were brought to the attention of staff and that they were consistently applied. The Claimant also accepted that he had had training only 3 months before the incident about the policies, which included what the Respondent considered to constitute theft.

38. The Claimant explained at the hearing that he felt that he had not committed misconduct because he had not intended to be dishonest. He argued that he did not conceal anything, and it had been a series of unfortunate events with him being tired and stressed, hot and thirsty, unwell, worried about getting Covid from his partner,

and in a hurry to leave at the end of his shift because he had to catch a bus, so he had forgotten about the water. He also said that he was known to be forgetful and found it difficult to remember the detail of policies and that he was confused by the fact there were water bottles without receipts sometimes left in the canteen, so he thought water could be written off as a consumable. However, it is clear that Ms Moon genuinely believed the Claimant had known about the policies and that his act in taking the water had been deliberate. I consider that her belief was reasonable, as the Respondent regularly brought its policies to the attention of staff, and the Claimant had worked for the Respondent for 10 years, so it was reasonable for Ms Moon to believe that he would not have had a good grasp of them. In relation to the act being deliberate, Ms Moon had noted that the Claimant had had time in the days after the incident to check the position and put things right, the Claimant had been able to explain the processes that he thought applied, and he had admitted that he had not followed those processes. That belief was therefore also held on reasonable grounds.

Did the Respondent carry out a reasonable investigation and otherwise act in a procedurally fair manner?

39. I am satisfied that a reasonable investigation was carried out by the Respondent and that the procedure was fair. There was an initial investigation, a disciplinary hearing and the offer of an appeal hearing. The meetings that took place were thorough, and the Claimant was able to review the evidence and was provided with an opportunity to put his case. The Claimant raised concerns that he was not given notice of the suspension meeting, that no witnesses were called and that the decision appeared to be predetermined. I do not find any flaws in the process followed by the Respondent. There is no requirement in law to give an employee notice of suspension, and the Respondent was clear with the Claimant why he was being suspended and what would happen next. It was not unreasonable of the Respondent not to call any witnesses, as the Claimant did not dispute any of the facts, and the Claimant was told he could put forward his own evidence during the disciplinary process. There was nothing to suggest that the decision to dismiss the Claimant was predetermined; the Claimant was given the opportunity to answer the allegation and I accept Ms Moon's evidence that she considered what he said and spoke to HR before making a decision to dismiss him.

Did the Respondent act reasonably in treating the reason for dismissal as sufficient to dismiss the Claimant in the circumstances?

40. The Respondent's position is that the Claimant's actions constituted gross misconduct, as they made it clear that drinking a product without paying for it would be considered to be theft, which could lead to summary dismissal. They have a zero-tolerance approach to theft, which they apply consistently. This policy is important in the context of their business, as they sell many low value products and have to be able to trust staff not to consume items without paying for them.

41. The Claimant on the other hand argues that the decision to dismiss was not one that any reasonable employer would have taken. He argues that the water was only priced at 17p and he did not try to conceal it or remove it from the building, so he does not think he is guilty of theft. He also argues that he was confused about the policies, and forgot to either pay for the water or get it written off, and that given his unblemished 10-year service dismissing him for gross misconduct was a huge overreaction. In his view, summary dismissal was therefore outside the range of reasonable responses, and a reasonable employer would have given him a warning.
42. When determining whether it was reasonable for the Respondent to treat the Claimant's conduct as gross misconduct or to dismiss the Claimant, it is important to remember that the Tribunal must not substitute its own judgment for that of a reasonable employer. The Tribunal's role is not to decide how it would have acted in the same situation but to assess whether the Respondent's actions fell within the range of reasonable responses available to an employer.
43. On balance, I do not find that the Respondent's decision to dismiss the Claimant was outside the range of reasonable responses for the following reasons:
- a) The Claimant had received recent training that explained in clear terms what the Respondent considered to amount to theft.
 - b) The Claimant had 10 years' service and had had the Respondent's policies on staff using Lidl products brought to his attention regularly over that time.
 - c) There was no doubt that the Claimant had done the act he was alleged to have done, as there was CCTV of him doing it and he admitted it.
 - d) Although the Claimant asserted that he had not intentionally been dishonest, the Respondent had reasonable reasons for believing that it had been a deliberate act.
 - e) Although other employers may not have found that drinking a low value product amounted to gross misconduct, that does not mean that the decision taken by the Respondent fell outside the range of reasonable responses open to a reasonable employer in this case.
 - f) In the context of the Respondent's business, it was reasonable for them to adopt a zero-tolerance approach to theft, and they took reasonable steps to ensure that employees were aware of what that meant in terms of their expected conduct.

g) In summary, I do not agree that summary dismissal was too extreme a sanction to fall within the range of reasonable responses open to a reasonable employer when faced with these facts. The Respondent's policies were clear and it had good reason to believe the Claimant was fully aware of them. It was therefore reasonable for the Respondent to treat the Claimant's act in consuming the water without paying for it as theft and to dismiss the Claimant summarily.

44. For these reasons, the Tribunal finds that the dismissal was fair, and the claim for unfair dismissal is dismissed.

Relevant law and conclusions – notice pay

45. It is for the employer to prove that the employee is in fundamental breach of contract. The Tribunal must make its own determination as to whether objectively the employee was in repudiatory breach entitling the employer to bring the contract to an end summarily (**Shaw v B and W Group Ltd EAT 0583/11**).

46. It is well established that the parties in an employment relationship owe a duty to conduct themselves in a way that preserves trust and confidence in the relationship (**Malik v Bank of Credit and Commerce International SA (in compulsory liquidation) 1997 ICR 606**). The implied term of mutual trust and confidence is regarded as being so fundamental that its breach will invariably repudiate the contract. The question for the Tribunal to determine is whether the employee's conduct "so undermine[s] the trust and confidence which is inherent in the particular contract of employment that the [employer] should no longer be required to retain the [employee] in [the] employment" (**Neary v Dean of Westminster [1999] IRLR 288**, approved by the Court of Appeal in **Briscoe v Lubrizol Ltd [2002] IRLR 607**).

47. An employer faced with a repudiatory breach by an employee can either affirm the contract and treat it as continuing, or accept the repudiation and terminate the contract, which results in summary dismissal.

48. The Claimant's contract of employment states that his employment may be terminated without notice in the case of gross misconduct. Theft is then given as an example within the list of behaviours that may constitute gross misconduct. The Respondent's policies make it clear that consuming a product without paying for it constitutes theft. There is no dispute that the Claimant did consume a product without paying for it. I therefore conclude that the Claimant was in repudiatory breach of contract entitling the Respondent to bring the contract to an end summarily.

Relevant law and conclusions – holiday pay

49. The right not to suffer an unauthorised deduction is contained in section 13(1) ERA: '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.'

50. Section 27(1) ERA provides that 'wages' means: 'any sums payable to the worker in connection with his employment, including – (a) any fee, bonus, commission, holiday pay or other emolument referable to his employment...'

51. At the time of his dismissal, the Claimant had taken 18 days' paid leave that holiday year, but had only accrued 12 days (being 35 days holiday divided by 12 months x 4 months worked). He had carried 1 day forward from the previous holiday year, meaning his total entitlement at the time of his dismissal was 13 days' leave.

52. The Respondent was entitled under the terms of the Claimant's contract to deduct sums from his wages where he had taken more holiday than he had accrued. Since at the time of his dismissal, the Claimant had received an extra 5 days' holiday, the Respondent deducted £400.50 (which was 5 days x 6 hours x the hourly rate of £13.35). I therefore conclude that the deduction made by the Respondent was authorised by the Claimant's contract, and the Claimant's claim for unauthorised deductions from wages in respect of holiday pay is not well-founded.

**Employment Judge Yallop
11 December 2025**

Reasons sent to the parties on
08 January 2026

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