



EMPLOYMENT TRIBUNALS

Claimant: Mr Grant Jeffreys
Respondent: Global Fire and Security Systems Ltd

RESERVED JUDGMENT

Heard at: Leicester (via CVP)
On: 28 May, 4 and 5 November 2025
Before: Employment Judge Ahmed (sitting alone)

Representation

For the Claimant: Ms Gemma Peacock (Lay person)
For the Respondent: Mr Bill Royal (Manager)

JUDGMENT

1. The Respondent has made an unlawful deduction of wages and is ordered to pay £1,956.82 (net) to the Claimant in respect of the following:

- 1.1 £25.00 in respect of a mileage fine;
- 1.2 £42.35 in respect of absence on 4 January 2024;
- 1.3 £369.28 in respect of holiday pay for Bank Holidays;
- 1.4 £333.34 in respect of an unpaid pay increase;
- 1.5 £138.72 in respect of unpaid overtime;
- 1.6 £140.00 in respect of wages call out payments;
- 1.7 £225.00 in respect of wages for being on stand-by;
- 1.8 £250.00 in respect of an unlawful deduction for damage to a van;

1.9 £303.13 in respect of unlawful deductions from wages in the final pay;

1.10 £30.00 in respect of an unlawful deduction for congestion charges;

1.11 £100.00 in respect of unpaid holiday pay.

TOTAL: £1,956.82

2. The Claimant was dismissed in breach of contract. The Respondent is ordered to pay to the Claimant £3,000.00 gross as damages for breach of contract.

3. The Respondent is ordered to pay to the Claimant £1,459.00 in respect of outstanding commission.

3. All of the Claimant's remaining complaints of unpaid holiday pay, unlawful deduction of wages are dismissed.

REASONS

1. In these proceedings the Claimant brings complaints of unlawful deduction from wages, unpaid holiday pay and breach of contract.

2. The Claimant was employed by the Respondent as a Service Sales Engineer from 2 May 2023 until 4 July 2024 when he was summarily dismissed for gross misconduct. His role principally involved travelling to various customer sites to service fire safety equipment. He claims that he was improperly deducted various sums from his wages throughout his employment and in his final pay. He also claims that he was not paid the correct amount of overtime and commission.

3. The Claimant began ACAS early conciliation on 14 August 2024. The Early Conciliation Certificate was issued on 23 September 2024. The Claim Form was presented to the Tribunal on 23 October 2024.

4. This has been something of a protracted hearing due to the different components of the claim and the fact that both sides, who have represented themselves throughout, to a greater or lesser degree have failed to fully comply with case management orders. Most of the first day was spent in identifying the issues as these had not been agreed in advance nor any effort to do so. The hearing was then adjourned to a further two days due to the number and details of the claims. There was ultimately insufficient time for deliberations and so the decision has been reserved.

5. There was no formal witness statement from the Respondent but rather the information they wished to rely on was in the Response (which was labelled as a witness statement but not ascribed to any individual. With their agreement it was assigned to Mr Royal, the Claimant's line manager and Operations Manager. Mr Royal also undertook the role of representative for the Respondent.

6. Much of the hearing on the first day was spent in identifying the various elements of the claim and the difference in the respective positions of the parties. Thankfully there

was a measure of agreement in relation to a number of the various components and that is reflected in the judgment. All the sums ordered at paragraph 1 of the judgment are made by consent.

7. The facts of the case are relatively simple and unless otherwise indicated are not in dispute. On 8 May 2024 the Claimant was undertaking work at The Wellington Hotel in Waterloo. By chance Mr Ian Grantham, the Chairman and Chief Executive of the company, was also staying there. Mr Grantham noticed that there was someone else with the Claimant waiting in the kitchen of the Hotel whilst the Claimant was servicing equipment. Mr Grantham did not consider that to be appropriate. He asked what she was doing there. The Claimant appears to have initially told Mr Grantham that she was a company employee. It is alleged that he said she had left the premises after Mr Grantham had gone but that he had later admitted that was untrue and that she was there throughout the servicing.

8. The matter was reported internally and investigated. The Claimant was called to a disciplinary meeting on 25 June 2024. The Claimant was summoned to a meeting on 4 July 2024 when he was informed that he was dismissed for gross misconduct. The dismissal was to be without notice or payment in lieu and took effect on that date. The reasons for dismissal were confirmed in the Respondent's letter of 5 July 2024.

9. The reasons given for the dismissal were twofold - a breach of health and safety for allowing an unauthorised person (his Partner) to accompany him to a work site and dishonesty in lying about her presence resulting in a fundamental loss of trust and confidence.

10. On 29 July 2024 the Respondent wrote to the Claimant with details of the final pay. It set out a number of deductions. These were for, variously, vehicle fines, damage to a vehicle, a deduction for a float repayment of £200 (which is not the subject of these proceedings) and other matters. These resulted in an overall deduction from the final wage of £1,430.00 leaving a deficit of £81.57.

11. The vehicle fines were from dates going back to 30 April 2024 with the most recent being on 19 July 2024. There were 11 of them. The total amount of vehicle fines was £1,230.00.

12. The various component of the claim are as follows:

'Mileage' fine

13. The Claimant claims £25.00 which was deducted from his wages in July 2023. The deduction was because the Claimant made a late submission for mileage. The Respondent asserts that it is entitled to do this under the terms of the contract of employment.

Wages for work done on 4 January 2024

14. The Claimant claims wages of £105.30 for unpaid wages for this day. It was a day when the Claimant was apparently off sick but he appears to have worked part of the day in the evening and he seeks both his wages and the overtime rate for the time he did work.

Bank Holidays worked but not paid

15. The Claimant says he worked several Bank Holidays during the course of his employment without either receiving payment or a day off in lieu.

16. The amount sought is £676.54. The days for which the wages are said to have been deducted are 29 May 2023, 28 August 2023 and 1 April 2024.

Contracted pay rise

17. The Claimant says he was contractually entitled to a pay rise from £24,000 per annum to £26,000 which is not reflected in his final pay. The amount claimed is £333.34

Overtime

18. The Claimant makes a claim for unpaid overtime going back to May 2023. There is a claim for each month of overtime from that date up to the termination of his employment. The total amount claimed is £11,943.31.

Night Premium Top ups

19. The Claimant claims Night Premium tops ups for any hours worked between 10.00pm and 2.00am up to a maximum of 8 hours for the period 2 May 2023 to 1 May 2024. There is no dispute that Night Premium top ups are payable if undertaken, only whether the amount claimed is correct.

20. The Claimant says he worked a total of 401.75 hours and should have earned £1,967.22. The Respondent disputes the entirety of this claim.

Call out fees

21. Call out fees are paid when employees are called out to emergency jobs and must leave home to undertake them. The Claimant claims £160. He has set out a table of which ones he claims. The Respondent says it is £140.

On call standby

22. The Claimant was due a stand-by fee of £7.50 for each day that he was placed on call. The amount claimed is £225.00.

Commission

23. The Claimant claims £1,459.00 by way of commission. He has set out a table setting out how this has been calculated. The Respondent accepts that some commission is owed but by their calculations the amount owed is £548.38.

Van damage

24. The Respondent has deducted £250 for vehicle damage. The Claimant says that the damage was not his fault.

Final pay amendments

25. The Claimant says that his final pay made deductions of £303.13 which were unlawful. The Respondent agrees that this sum is due.

Congestion charges

26. The Claimant seeks reimbursement of two congestion charges incurred on 1 and 2 July 2024 totalling £30.

Holiday pay accrued and carried over.

27. The Claimant claims £684. This is disputed in full.

Parking fines

28. The Claimant had £620 deducted from his pay for parking fines which were paid by the Respondent. These fines were incurred during the course of his duties. The Claimant says that he never had the opportunity to challenge them and if he had he would have disputed at least some if not all of them.

Authority to make deductions

29. The Respondent relies, where appropriate, on clause 4.5 of the contract of employment to make deductions from the Claimant's wages. This is as follows:

"For the purposes of the Employment Rights Act 1996 Section 13 you agree that the Company may deduct from your pay, any expenses or benefits and/or any sums that you owe to the Company (including from your final salary on termination). This includes any overpayments, payments made in error or loans made to you by the Company."

THE ISSUES

30. The issues as defined and agreed on the first day of the hearing, and set out in a case management order of that date. They are as follows:

Time limits

30.1 Were the complaints of unauthorised deductions of wages and holiday pay made within the time limit set out in section 23 of the Employment Rights Act 1996?

30.2 Was the claim made to the Tribunal within three months (plus early conciliation extension) of the date of payment of the wages from which the deduction was made?

30.3 If not, was there a series of deductions and was the claim made to the Tribunal within three months (plus early conciliation extension) of the last one?

30.4 If not, was it reasonably practicable for the claim to be made to the Tribunal within the time limit?

30.5 If it was not reasonably practicable for the claim to be made to the Tribunal within the time limit, was it made within a further reasonable period?

Breach of contract / Notice pay

30.6 Was the Claimant guilty of gross misconduct? That is to say, did the Claimant do something so serious that the respondent was entitled to dismiss without notice. Or to put it another way, was the dismissal justified? If so, what is the amount of damages payable?

ACAS Code

30.7 Does the ACAS Code of Practice on Disciplinary and Grievance Procedures apply? If so, did the Respondent unreasonably fail to comply with it and is it just and equitable to increase or decrease any award payable to the Claimant?

Holiday Pay

30.8 Did the respondent fail to pay the Claimant for annual leave the Claimant had accrued but not taken when his employment ended?

30.9 What was the Claimant's leave year?

30.10 Is the Claimant entitled to any unpaid accrued annual leave?

Unauthorised deductions

30.11 Did the respondent make unauthorised deductions from the Claimant's wages and if so how much was deducted?

30.12 Were the wages (including overtime and commission) paid to the Claimant less than the amount they should have been paid?

30.13 Was any deduction authorised by a written term of the contract?

30.14. How much is the Claimant owed in respect of unpaid wages?

Overtime and Night Premium top ups

30.15. Was the Claimant entitled to an enhanced rate for overtime (such as time and a half)? If so, how much is the Claimant entitled to?

Commission

30.16 Is the Claimant entitled to any commission and if so, how much?

Congestion charges and Parking fines

30.17 Is the Claimant entitled to reimbursement of congestion charges and parking fines?

THE LAW

31. The law in this case is not in dispute. Section 13(1) of the Employment Rights Act 1996 (“ERA”) states:

“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.”

Section 13(1)(a) ERA permits deductions if they are ‘required or authorised to be made by virtue of a statutory provision’.

32. Section 13(3) ERA provides:

“Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker’s wages on that occasion.”

33. Section 23(2) ERA states:

“(2) Subject to subsection (4), an employment tribunal shall not consider a complaint under this section unless it is presented before the end of the period of three months beginning with—

(a) in the case of a complaint relating to a deduction by the employer, the date of payment of the wages from which the deduction was made, or

(b) [not relevant]

(3) Where a complaint is brought under this section in respect of—

(a) a series of deductions or payments, or

(b) a number of payments falling within subsection (1)(d) and made in pursuance of demands for payment subject to the same limit under section 21(1) but received by the employer on different dates,

the references in subsection (2) to the deduction or payment are to the last deduction or payment in the series or to the last of the payments so received.

(4) Where the employment tribunal is satisfied that it was not reasonably practicable for a complaint under this section to be presented before the end of the relevant period of three months, the tribunal may consider the complaint if it is presented within such further period as the tribunal considers reasonable.”

34. In relation to acts of misconduct justifying instant dismissal for gross misconduct I have considered the test set out by Lord Emslie in **McCormack v Hamilton Academical Football Club Ltd** [2012] IRLR 108. In that case Lord Emslie said this (at paragraph 8):-

“Summary dismissal has to be regarded as an exceptional remedy calling for substantial justification. It will not readily be sustained for misconduct which only peripherally affects the performance of core duties under the relevant employment contract. To bring summary dismissal into play, repudiatory conduct must be so serious as to strike at the foundation of the employer/employee relationship, and for practicable purposes to make its continuance impossible....”

CONCLUSIONS

Time limits

35. Complaints for an unlawful deduction of wages must be made within 3 months of the date of the deduction (see section 23(2) ERA) unless it was not reasonably practicable to do so (section 23(4) ERA). Where there is a series of deduction time runs from the date of the last deduction (section 23(2)(b)). The 3-month time limit without an early conciliation extension is referred to the 'primary time limit'.

36. The time spent during ACAS early conciliation does not go towards the 3-month time limit as effectively the clock stops during early conciliation. However, the benefit of an extension of time by using ACAS early conciliation does not apply if conciliation is begun after the primary time limit has already passed.

37. I do not accept, with one exception set out below, that this is a case where there is a series of deductions within the meaning of section 23(3)(a) ERA. The type of deductions are different and there are long gaps between deductions.

38. In support of the out of time issue the Claimant has produced a detailed witness statement. The Claimant says that the delay was not due to neglect but that for around seven months prior to the termination of his employment, he attempted to resolve these issues internally. However, he says that the fear of further detriment, or premature job loss, was the paramount factor preventing him from taking matters forward. It was only upon dismissal that he was able to pursue them. Clearly, by making a conscious choice not to begin proceedings, it is implicit that the Claimant was not ignorant of time limits.

39. It is now well established that pursuing internal processes does not make it 'not reasonably practicable' to bring a claim. An employee cannot leave matters to the end of his employment for fear of losing their job. They would have the protection of being able to bring a complaint of automatic unfair dismissal for asserting a statutory right if dismissed and in those circumstances there is no qualifying period of service necessary to do so.

40. In any event I do not accept that the Claimant was so fearful of losing his employment that he deliberately held back on bringing a claim. There is no history of punishing an employee for querying pay issues. When the Claimant set out what he felt he was owed the Respondent were prepared to look into it objectively.

41. I do not therefore find that it is appropriate to exercise the discretion to extend time where a particular complaint is out of time.

Mileage fine

42. The Claimant claims £25.00 which was deducted from the Claimant's wages in July 2023. This sum is agreed by the Respondent as payable and thus whilst the claim might have been out of time it is awarded by consent.

Wages for work done on 4 January 2024

43. The Claimant claims that the Respondent inaccurately said that he was absent due to sickness on this date. The amount claimed is £105.30.

44. The Respondent accepts that the Claimant was off sick for part of the day but that he worked some of it therefore he is not entitled to the full day's pay but only part of it. At page 87 of one of the two bundles, there is an entry on sickness absence by the Claimant which states:

“As I was feeling better I worked the evening of the 04/01/24 as I had a job booked in to be done urgently.”

45. The Claimant was noted as being sick on the work records but appears to have worked in the evening as the above extract shows.

46. It seems to me that the dispute is not so much that the Claimant has not been paid at all but rather about the Claimant wanting to be paid overtime for working out of hours as he worked in the evening.

47. The Respondent decided that the Claimant was not asked to work in the evening on the day in question and made the choice of his own accord. They decided to pay his standard hourly rate of £11.54 and not any overtime rate.

48. The Respondent has therefore deducted 3 hours for travelling (which is not paid under the contract and is not a matter of dispute) and the total working time is assessed at 3 hours and 40 minutes which comes to a total of £42.35.

49. I accept the Claimant is not entitled to wages as claimed because he is seeking overtime to which he is not entitled. Thus the amount owed is correctly calculated by the Respondent at £42.35.

50. I should add that the claim deduction would have been out of time if it not been for the concession.

Bank Holidays worked but not paid

51. The Claimant says he worked several Bank Holidays during the course of his employment without receiving either payment or a day off in lieu. He also seeks overtime in addition to payment for unpaid holiday pay. The amount sought is £676.54. The last day claimed is 1 April 2024. The other days are 29 May 2023 and 28 August 2024.

52. Any payment for Bank Holidays would have been in the same month's payslip and therefore the date of the last deduction is end of April 2024. The Claim is therefore out of time as ACAS early conciliation did not begin until 14 August 2024 outside the primary time limit of 3 months. I would not regard earlier deductions as being a series of deductions given that there is no continuity of deduction but in any event even if it was a series the Claim is still out of time.

53. The Respondent agrees that the Claimant worked on two bank holidays, 28 August 2023 and 1 April 2024. They say the Claimant was not asked to work them and so no overtime rate is payable. They are however prepared to pay him for those days

at his basic rate of £11.54 per hour at 8 hours per day which comes to £184. They are also prepared to pay for 2 days holidays as they were not given in lieu. That comes to £369.28 which is the sum that will be ordered. Again, had such a concession not been made the claim would have been out of time.

Contracted pay rise

54. The Claimant says he was contractually entitled to a pay rise from £24,000 per annum to £26,000 from 1 May 2024. This would be equivalent to £166.67 per month which is not reflected in the pay slips for May and June 2024. The amount claimed is £333.34.

Overtime and Night premium top ups

55. The Claimant's claim for overtime goes back to 23 May 2023 and there is a claim for each month of overtime from that date to 24 July 2024. The total amount claimed is £11,943.31.

56. Although the contract of employment is silent on the issue, the evidence of the Respondent which I accept is that overtime had to be authorised and could not be undertaken unilaterally. That would be in accordance with standard business practice. The business would not be able to sustain levels of overtime if employees wished to undertake overtime as and when they pleased.

57. The difficulty was that the Claimant did not always abide by the accepted rule that contractual hours must be completed first before overtime could begin. Instead the Claimant often chose to complete his work in the evening, something for which he was reprimanded about in emails on several occasions.

58. Overtime premium rates firstly had to be authorised. Firstly, there is no evidence that relevant authorisation was obtained. Secondly, overtime was only payable once the Claimant had completed his 40 hour contractual weekly hours.

59. I am satisfied that the overtime the Claimant seeks is largely as a result of his failure to complete his contractual hours during the normal working day. If he had undertaken his working hours as expected there would not have been any need for him to work 'overtime' hours. Moreover, he could not unilaterally authorise overtime and there is no evidence he obtained authorisation to work overtime. I am satisfied therefore that he is thus not entitled to the overtime claimed of £8,781.53 or the night premium of £1,967.22.

60. Nevertheless, the Respondent has undertaken a detailed re-calculation exercise since the issue of proceedings and has concluded that there is some deficit on overtime and night premiums for the following dates:

25/7/2023	£5.76
25/9/2023	£7.68
25/2/2024	£17.76
25/4/2024	£46.08
25/5/2024	£7.68
25/6/2024	£ 28.8

25/7/2024 £24.96

61. The total of the above is £138.72.

62. I accept that the Respondent has carefully and conscientiously reconsidered the figures in the light of the information that the Claimant has now supplied and the amount accepted is correct. The Respondent shall therefore pay the sum of £138.72 for this part of the claim.

Call out fees

63. There is a difference of £20 between the parties. I am satisfied the Respondent's records in this respect are more accurate than that of the Claimant and I order the Respondent to pay £140.00.

On call standby

64. The Claimant claims £225. This sum is agreed.

Commission

65. The Claimant claims £1,459.00 by way of commission. He has set out a table as to how this has been calculated which is not necessary to reproduce here. All of the commission element is disputed.

66. There is no formal written agreement as to commission, how it is to be calculated and so on. Both parties have produced their own calculations based on the figures which are impossible to verify independently.

67. Since the issue of proceedings the Respondent has gone back to the figures and assessed that in some months commission was unpaid and, in some months, it was overpaid. Where it has overpaid it does not seek to recover it as it accepts that is their mistake. They have also produced a table which show that the amount of unpaid commission is £548.38. The dates range from 25 June 2023 to the final payment on 25 June 2024.

68. I am prepared to accept that on this occasion the deductions amounted to a series of deductions. The deductions occur each and every month continuously and consecutively. They all relate to the same type of payment and they form a pattern. It would be artificial to see them as separate deductions. The final deduction was on 25 June 2024 and therefore it falls within 3 months of early conciliation. This part of the Claim is therefore in time.

69. There is a disagreement as to the calculations. I prefer the Claimant's figures. The fact that the Respondent has gone back and now accepted its earlier figures may have been wrong does undermine its original position of not paying the Claimant anything on termination. It should have undertaken that exercise without the need for the Claimant to issue proceedings. The Respondent's table fails to set out how their figure of £548.38 is calculated. The Claimant's figures are not just plucked out of the air. Where their figures show no commission is payable they have not claimed them. The amounts claimed are precise and not a rounded figure.

70. On balance therefore, I prefer the Claimant's calculations and I am satisfied commission has not been paid. The Respondent will be ordered to pay outstanding commission of £1,459.00.

Van damage

71. The Respondent deducted £250 from the Claimant's final pay for vehicle damage. The Claimant says that this the damage was not his fault but that of the other driver who hit the vehicle he was driving. The Respondent agrees to refund this.

Final pay amendments

72. The Claimant says that his final pay made deductions of £303.13 which were unlawful. The Respondent agrees that this sum is due.

Congestion charges

73. The Claimant incurred two congestion charges on 1 and 2 July 2024 whilst working totalling £30. This sum is also agreed.

Holiday pay accrued and carried over.

74. Some of the Claimant's holiday requests in the annual leave year which was May 2023 to April 2024 were declined but reasons were given to the Claimant at the time. It was then the responsibility of the Claimant to re-book or seek authorisation for fresh dates. The Claimant would not therefore lose out on any annual leave.

75. This particular part of the claim is out of time as it would have crystallised at the end of April 2024 and early conciliation did not begin until 14 August 2024.

76. In any event the Respondent agreed to 4 days of the Claimant's annual leave being carried over to the 2024/2025 holiday year. There is no evidence that the Claimant was entitled to carry over any more annual leave.

Parking fines

77. The Claimant had £620 deducted from his pay for parking fines which were paid by the Respondent. These fines were incurred during the course of his duties. The Claimant says that he never had the opportunity to challenge them and if he did he would have disputed at least some of them.

78. These fines were paid by the Respondent in good faith to third parties. If they had felt that there was anything improper about them they would undoubtedly not have paid them. It may have been wiser for them to consult the Claimant beforehand but they were not obliged to do so.

79. I am satisfied that clause 4.5 of the contract of employment gave the Respondent permission to make deductions from the Claimant's wages in respect of the fines. It is therefore a lawful deduction. This element of the claim is therefore dismissed.

Breach of contract

80. Mr Grantham, the person who witnessed the relevant incident did not give evidence to the Tribunal. It was made clear following the adjournment of this case that he was a crucial witness. Despite this Mr Grantham was not called to give oral evidence nor has he produced a witness statement.

81. Applying **McCormack**, it cannot be said that the Claimant's actions in bringing his Partner to the Hotel or her being in the kitchen at the same time as he was working could be said to be misconduct which for practical purposes made it impossible for the contract of employment to continue. It is not clear what the health and safety breach was. The only pointer in the documentation is that there was a "business risk if something happened on site that day" without explaining what that risk was. There is no evidence of complaint by the Hotel management. The act could not of itself fundamentally render future performance impossible.

82. There is insufficient evidence that the Claimant had lied. Even if he had lied not all lies will necessarily amount to gross misconduct or destroy trust and confidence.

83. The Respondent has failed to discharge its evidential burden in establish gross misconduct to the threshold required. The complaint of wrongful dismissal/breach of contract therefore succeeds.

84. The parties are agreed that the contractual notice provision was 6 weeks' notice of termination on either side. Therefore the Claimant is entitled to 6 weeks of his normal pay.

85. The Claimant's gross salary was £26,000 per annum. There is no calculation as to the Claimant's net pay and the figures are not agreed. Neither party has completed the section of the Claim or Response which asks about net pay.

86. The Claimant may well be prejudiced if I was to calculate a net figure which did not take into account his tax liability for the rest of the year. I shall therefore award the gross sum which is £500 per week. For 6 weeks the amount is £3,000.00. The Claimant will be responsible for any tax and national insurance thereon

ACAS uplift

87. I do not find the ACAS Code to be engaged. There is no element of the Code that has been identified as having been breached. I do not therefore award any uplift.

Approved by:

Employment Judge Ahmed

Dated: 09 January 2026

Sent to the parties

...02 February 2026.....

For the Employment Tribunal

.....

Recordings and Transcription

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>