



# EMPLOYMENT TRIBUNALS

**Claimant:** T Salum  
**Respondent:** Tritex Consulting Limited

**Heard at:** Watford Employment Tribunal  
**On:** 6, 7 and 10 November 2025  
**Before:** Employment Judge French

## Representation

**Claimant:** In person  
**Respondent:** Mr R Magara – Legal Representative

**JUDGMENT** having been sent to the parties on 8 December 2025 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

# REASONS

## Introduction

1. This is a claim presented by the claimant on 18 December 2024. He brings complaints of automatic unfair dismissal and an unauthorised deduction from wages.
2. I provided oral reasons for the decision at the conclusion of the hearing on 10 November 2025. Immediately after that hearing the claimant sent a written request to the Tribunal for written reasons of that decision. He sent two further follow up requests also. These requests were not referred to Employment Judge French until 18 December 2025 who has thereafter provided the same as soon as possible around a period of leave. The Tribunal apologises for the delay.

## Evidence

3. In terms of the evidence before me I had a bundle consisting of 522 pages and a supplemental bundle consisting of 4 pages. By way of witness evidence, I had a statement from the claimant himself and from the respondent I have a witness statement from Dr A Cole and both parties have had the opportunity of putting questions to the respective witnesses by way of cross examination. I have also heard closing submissions from both parties and have regard to the same.

## Preliminary issues

4. The claim came before the Tribunal on 2 October 2025 for a preliminary case management hearing and with the parties' input was listed for a final hearing promptly to take place on 6 and 7 November 2025. It was understood having discussed the claim with the claimant on that occasion that he stated his dismissal was because of making a protected disclosure (whistleblowing). Following that hearing and receipt of the case management order the claimant made an application to amend his claim stating that his dismissal was not for making a protected disclosure, but for asserting a statutory right and was automatically unfair under s104 Employment Rights Act 1996. The claimant sought to amend the claim to that effect. The application was opposed by the respondent. As such it was necessary to consider the application at the outset.
5. Having heard representations from both parties, I granted the application to amend having determined that there was more injustice and hardship caused if I were to refuse the claim than the injustice and hardship caused if I allowed it (Selkent Bus Company v Moore 1996 EAT and Vaughan v Modality Partnership [2021] ICR 535). I considered that the amendment amounted to a re-labelling of the already understood facts namely that the claimant says he was dismissed following his grievance in which he raised issues around his hours and pay. The claimant said that amounted to the assertion of a statutory right and he had misunderstood this to be whistleblowing. Once he had time to reflect after the case management hearing he immediately made an application to amend, which was only being dealt with at the final hearing because of its proximity of listing. If I refused the application, I considered that the claimant would find himself having to present the claim in an artificial way to try and address the legal test applicable to whistleblowing. I acknowledged that the granting of the application may result in the respondent (in their opposition) having to call additional witnesses which may result in the loss of the final hearing, but this had been listed at short notice in any event.
6. The claim therefore proceeded on that basis namely that the claimant's dismissal was an automatically unfair dismissal under s104 ERA for having asserted a statutory right. This was confirmed to have been in the grievance made by the claimant. The respondent did not require a postponement and confirmed they were ready and able to continue.
7. There were also some issues regarding reliance of some documents in the bundle and reliance on an audio recording of a telephone call for which a transcript already appeared in the bundle. These issues were resolved by consent with it being agreed that the Tribunal would have regard to pages 394 to 395 of the bundle and the audio recording could be played if required.

### **Fact finding**

8. The respondent is a UK based training and consultancy company specialising in training individuals who wish to enter the tech sector as project managers. The claimant was employed as a Junior Project Co-Ordinator for the respondent from 1 June 2023 until his dismissal.
9. There is a dispute between the parties as to the effective date of termination of the claimant's employment. The claimant said this was 15 November 2024, the

respondent's position being that this was 21 November 2024. In resolving that dispute, I note that the claimant asserts that position based on an email sent to him at page 395 in the bundle which is duplicated at page 353 (albeit a redacted version). That email states that the claimant's contract will come to an end on 15 November 2024 and it is on that basis that he asserts that he was dismissed with effect from that date.

10. I note however that at page 384 there is an email from Human Resources that same day, 15 November 2024, stating that the claimant's contract is not ending that day. At page 390 there is then an undated letter to the claimant which says that his employment will end from today, 20 November 2024. I conclude that letter was dated 20 November 2024 because it says, "with effect from today, 20 November". It appears that that was sent to the claimant on 21 November 2024, and I can see that communication at page 391. That is an email to the claimant confirming that he will be paid to 21 November 2024.
11. That position is also reflected in his final wage slip which I can see at page 141 which shows he was paid until 21 November 2024 and is further reflected in the claimant's P45 at page 158, which states that the employment came to an end on 21 November 2024. In cross examination the claimant accepts that he was paid to 21 November 2024.
12. Based on the documentary evidence and the claimant's acceptance that he was paid until 21 November 2024, in resolving the dispute between the parties as to the date of termination I conclude that it was 21 November 2024.
13. In relation to the claimant's dismissal on that date, the claimant says that this was automatically unfair and was a result of him asserting his statutory right not to suffer unauthorised deductions from wages. That was raised by him in a formal grievance dated 15 October 2024 and which appears at page 352 of the bundle. The claimant links the unauthorised deduction from wages to the fact that his hours have been reduced.
14. The respondent says that the reason the claimant was dismissed was for financial reasons, in effect, there was a reduction of work available to the claimant and his role became redundant.
15. In support of the respondent's position, I do note that the very thing that the claimant complained about, that being a reduction in his hours, would, in fact, support the financial difficulties that the respondent says they were experiencing. There was a need to cut hours because of the financial difficulties.
16. There is an email at page 303 of the bundle sent to the claimant, on 30 April 2024, which indicates his contract will be reduced to zero hours. I do note that that email says:

"Your apprehensions about the impact on your future plans were noted but your agreement to accept the change is appreciated."

17. I understand that email was sent following a face-to-face meeting about the change and, on the face of it, that email confirms the claimant accepted the

change to his contract. That zero hours contract is then at page 123 of the bundle. That is not signed. In any event, however, all parties agree that the change was not in fact implemented from 1 May 2024 as had been discussed. This is because the unchallenged evidence of Dr Cole was that that decision was subsequently revoked because she felt bad or sorry for the claimant's position and, therefore, decided to keep him on a full-time contract from May 2024.

18. There is then a subsequent change to the claimant's hours documented at page 308 of the bundle which is an email sent to the claimant dated 31 May 2024 which outlines a change to his contract with effect from 1 June 2024, namely that he will work part time hours.
19. That email does not expressly state that the claimant agreed to that change, but it does indicate that there was a discussion, which I understand to have been during a face to face meeting. The email does thank the claimant for his understanding in that regard, which would support there had been a discussion and which had not been objected to by the claimant.
20. That part time contract can be seen at page 129 of the bundle. That indicates that the claimant will work three days per week at £12,500 per annum. I note that his payslips for this respective period, 1 June to October 2024, appear at pages 136 to 140 and the claimant is paid in line with that change of contract, namely part time hours.
21. The claimant's position is that he denies being aware of any financial difficulties of the company at this stage. He says he was not the employer and, effectively therefore, would not know the same. In the course of cross examination however the claimant accepted that that two other employees were dismissed and that two or three other employees had had their contracts varied such to reduce their hour around October 2024.
22. In addition, the undisputed evidence from Dr Cole was at the time that there was discussion about placing the claimant onto a zero hours contract in May 2024 another employee, understood to be called Ayo had their contract varied to the same effect. Indeed, Dr Cole's evidence was that it was this individual that reached out to Dr Cole and raised concerns about his and the claimant's concerns regarding the financial impact of that change which, ultimately, led to Dr Cole changing that decision.
23. That supports the conclusion that the respondent was indeed in financial difficulty because from May 2024 they were seeking to vary not just the claimant's contract but others by way of an attempt to reduce costs and subsequently took a similar step in October 2024.
24. Dr Cole's evidence was also that she held a meeting in January 2024 in which the claimant was present and she explained during that meeting that the business was not where it needed to be. The claimant does not deny that there was any such meeting but says that he cannot recall the same.
25. Dr Cole's evidence, which I accept, was that during the covid pandemic, the business had grown by 200 percent due to the demand for online training. She

says at that time the business expanded from 10 to 40 people, and she says that the business had been taking on 400 to 500 students per month. Her evidence was that by mid-2024 this had dropped to 150 students per month, the resulting consequence being that there had been a reduction from £200,000 per month in student fees to £60,000. As a result, the company took the decision to increase marketing to try and attract additional students and that in turn increased the costs of the business at that time.

26. In addition, Dr Cole's evidence was that at the same time there was a change to immigration sponsorship meaning that the international customers of the business dropped significantly around that time. Her evidence also was that international students had made up 70 percent of the business and clearly therefore, that was significant. Further, Dr Cole states that the business had also been subject to a VAT review by HMRC around this time which used resources of the company.
27. I accept the evidence of Dr Cole on this because I consider that it is supported by the claimant's own experience, namely that he experienced a reduction in his hours in circumstances where he acknowledges that at least four to five others faced a similar reduction or dismissal. This is also supported by the financial documentation in the bundle. At page 192 is a balance sheet which shows a loss of £155,000 for 2024. At page 221 is a profit growth chart and, again, that shows a significant reduction in 2024.
28. That is further supported by the fact that when Dr Cole speaks to the claimant following his grievance, for which the transcript appears at page 152, again, she makes express reference to those financial issues and, indeed, is rather candid with the claimant in terms of the impact on the business at that time. That is also expressly set out at page 353 that being an email dated 16 October following that discussion. That is further supported at page 364 where it stated that the dismissal was due to the financial circumstances of the business.
29. In all of those circumstances, and in light of that evidence, I conclude that the business was facing financial difficulties at that time.
30. From 1 June 2024, the claimant works and is paid for part time hours, as reflected in his wage slips at pages 136 to 140. I note that his original contract of employment at page 53 was a contract for him to work five days per week at £22,000 per annum. I have already referred to the amended part time hours contract which the claimant says he did not sign and, in effect, therefore says that he did not accept the change to his contract and that then forms the basis of his unauthorised deduction from wages claim. His position is that between June and October he should have been paid his full-time salary instead of the part time wages that were, in fact, received.
31. In that regard, in terms of the lack of signature, I note that page 59 of his original contract is also unsigned yet the claimant places reliance on it to say that those are his terms of employment such to make the subsequent reduction in hours an unauthorised deduction from wages.
32. At page 308 I have already referred to the fact that on 31 May 2024 there is what

appears to be a follow up email from a discussion between the claimant, his line manager and HR in relation to the change to a part time contract from 1 June. Whilst that does not expressly state that the claimant agreed to such a change it does reflect that there was a discussion to that effect, and it goes on to thank the claimant for his understanding. The reality of the situation is that the claimant then goes on for a period of four months to work those part time hours without raising any concerns.

33. In response to the email that is sent on 31 May 2024, the claimant does not take me to any reply that he sent in which he states that he had not agreed to that change. He does not take me to any subsequent correspondence, for example, to indicate that he is working under protest, or that he is not accepting the change. This is in the context where he is clearly aware of the grievance process because he goes on to later use it in October 2024.
34. When he does use the grievance process this was triggered by a further change to his contract which sought to place him onto a zero hours contract. However, at that time of the change to part time hours, or in any intervening period up to 4 October, there is simply no evidence of any objection to the same by the claimant.
35. I do acknowledge and accept the claimant's account that, during the meetings where part time employment was discussed, he did indicate that there would be a financial impact on him but I conclude that raises financial concerns about the change is different to not accepting the change.
36. I also do not consider that the mere fact that he did not sign that amended contract does not mean that he did not accept the change of terms.
37. More significantly, in response to my questions to the claimant, he does not suggest at any stage that he was looking for alternative employment throughout this period. His position, initially, was that he did not do so because he was worried financially. I do not consider that is a plausible explanation because, if finances were the concern, the obvious step to have taken would have been to look for alternative work with full time hours. The claimant's later response was that, in fact, he wanted the experience of this role which again would support his acceptance of the change in hours to continue to have that experience.
38. I consider that in those circumstances that he was happy to and indeed, did accept the variation of his contract verbally to part time hours. That is then reflected in the reality of the situation where he then goes on to work those part time hours without issue until 4 October 2024 and the reason he did so is because despite the financial implications he wanted the experience that the role offered him.
39. I consider that there is then a subsequent trigger point because what happens at that stage is an email that is sent to the claimant on 30 September 2024 in which he is then told that he will be used on a needs basis, effectively, the attempt to revert back to a zero hours contract. It is only at that point that he then seems to retrospectively take issue with the changes.

## The law

40. **S 104 Employment Rights Act 1996** states:

*(1) An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee—  
(a) brought proceedings against the employer to enforce a right of his which is a relevant statutory right, or  
(b) alleged that the employer had infringed a right of his which is a relevant statutory right.*

*(2) It is immaterial for the purposes of subsection (1)—  
(a) whether or not the employee has the right, or  
(b) whether or not the right has been infringed;  
but, for that subsection to apply, the claim to the right and that it has been infringed must be made in good faith.*

*(3) It is sufficient for subsection (1) to apply that the employee, without specifying the right, made it reasonably clear to the employer what the right claimed to have been infringed was.*

41. S104(4) goes on to set out the relevant statutory rights for the purpose of the act, an unauthorised deduction from wages being one of those statutory rights.

42. In relation to unauthorised deduction from wages, s.13 of the Employment Rights Act states:

*An employer shall not make a deduction from wages of a worker employed by him unless—  
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  
the worker has previously signified in writing his agreement or consent to the making of the deduction.*

43. Section 13(3) of the Act states:

*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.*

## Conclusions

### Automatically unfair dismissal

44. In respect of the automatically unfair dismissal complaint I must be satisfied that asserting a statutory right was the reason, or the principal reason, for dismissal.

45. I first consider whether or not the claimant asserted a statutory right. The claimant

relies on his grievance of 15 October 2024 as his assertion of a statutory right, and we can see that at page 352.

46. That includes a complaint about a change to part time work, and the complaint before me in respect to the unauthorised deductions is, effectively, a complaint that the part time working amounted to an unauthorised deduction from his full time salary. Although the grievance does not expressly assert that there was an unauthorised deduction, in those terms, I consider that it can clearly be read from the same.
47. The respondent's submission was that this was not made in good faith and was made to effectively give rise to this claim. I reject that suggestion. The reason why is although the claimant had not complained of a change to the part time working prior to that, this comes at a time where the claimant is facing a further change to his contract, in effect, a reduction to zero hours. Therefore, I do not consider that the grievance was created to bring this claim but rather, I do consider it was made in good faith out of genuine concerns following a further change.
48. That change is documented at page 311 and that is the email that is sent to him on 30 September 2024, effectively saying that his employment will now be on a needs basis. The timeline in relation to that is the claimant follows that up on 4 October 2024 and I can see that at page 312. This is initially informally explored between the parties at a meeting on 14 October 2024 and I can see meeting notes in relation to this at page 145.
49. There is a dispute over these notes because it is said they fail to record in the fact that the claimant's line manager is said to have agreed that the claimant was on a full-time contract. The meeting was recorded and I am separately taken to a transcript of the meeting at page 420 where, in response to a question the line manager effectively replies "Yeah" to the claimant's position that he is on a full-time contract. I do not place any particular weight on this evidence because the reality of the situation was that the claimant was working part time hours based on my findings above. As such confirmation from the manager that 'yeah' the claimant was on a full-time contract during that meeting is not persuasive of that being the actual position.
50. Following that meeting the claimant is later asked to confirm whether or not he pursues it as a formal grievance, which he does on 15 October 2024. Therefore, in those circumstances, I do conclude that he asserted a statutory right in relation to unauthorised deductions from wages and that it was made in good faith.
51. I go on to look at whether or not that was the reason or the principal reason for his dismissal.
52. In that regard following a complaint that was made on 4 October 2024, at page 322 I can see an email dated 9 October acknowledging the complaint and suggesting the claimant take a paid break for one week.
53. The claimant also takes me to page 269 which is undated, but the claimant's evidence was that this was sent the next day after the complaint on 4 October

2024 where he was sent home and also asked to return his laptop.

54. The claimant further takes me to page 149. That is a screen shot from 14 October which effectively demonstrates that the claimant had his access to the respondent's software removed.
55. The claimant's position is that those acts were no coincidence and supports his position that the assertion of the statutory right was the reason for his dismissal. The respondent does not deny that such steps were taken which are acknowledged by Dr Cole in the subsequent telephone call with the claimant on 16 October 2024, transcript at page 152 where she acknowledges it as not acceptable and says it will be actioned appropriately and, indeed, she says that, at this time, those line managers are no longer employed by the respondent.
56. However, even acknowledging those acts, they all pre-date his assertion of the statutory right which was via his grievance on 15 October 2024. As such they do not support a conclusion that his subsequent dismissal was for that reason because all of those acts occurred before his grievance.
57. I acknowledge the complaint made on 4 October 2024 but the claimant's position in his amendment application on day one was made on that the earlier complaint was background information, and his assertion of the statutory right came on 15 October 2024. As such, whilst I note that events, I do not consider that they are necessarily persuasive on the issue that, what is raised in his grievance on 15 October, being the assertion of the statutory rights, is what led to his dismissal because all of those things happened prior to the alleged assertion of the statutory right.
58. Further, all of those things occur in the context of the claimant being placed on a zero hours contract and the financial situation of the business as outlined above. Dr Cole's evidence at that time was that there was skeletal work and that is in the context of this needs basis approach.
59. Following the claimant's grievance there is a telephone call between Dr Cole and the claimant on 16 October 2024 which is recorded. The transcript appears in the bundle at page 152 however the claimant invited the tribunal to listen to the recording as to the tone used, which I did.
60. My assessment of the call is as follows. I consider that within that call the claimant acknowledges the respondent's financial issues. He also acknowledges that Dr Cole is apologetic in relation to the situation. In cross examination the claimant says that was because it was not a conversation but rather was a situation where Dr Cole talked at him and he was just empathising with her position.
61. Having listened to that recording, I acknowledge that there are large chunks where Dr Cole is talking, which is reflected within the written transcript itself, and Dr Cole does ask the claimant to listen, again reflected within the transcript itself. I consider that she is forthright with her position and she is very candid in relation to the financial difficulties. My assessment of that is that it is Dr Cole trying to make clear the financial issues of the business. I do not consider that there is a tone, as is suggested by the claimant such to force him into agreeing with her

position. Ultimately, throughout that conversation, she is apologetic. Again, I do consider that this is a case where Dr Cole is reiterating that the issue surrounding the change of contract are financial. That is all supported by the documents that I have already outlined.

62. As to whether or not therefore the claimant's dismissal was because of asserting a statutory right or, as the respondent says, their financial position, I conclude that the claimant was dismissed because of financial reasons. That is supported by the dismissal letter itself at page 391. It is supported by the conversation between Dr Cole and the claimant as outlined in the transcript at page 151. It is supported in the subsequent correspondence following that meeting at page 394 and page 395.
63. It is also supported by the claimant's own acknowledgment that at that time, two others were dismissed and at least two or three others had had their contracts varied. This was accepted by the claimant initially in cross examination to have been in October 2024. He attempted to say later that it was not at that time but some other time and that this was misunderstood but my note was clear that it was put to him that these changes occurred in October 2024 to which he at first agreed.
64. If others are being dismissed, or their contracts varied at that time, that clearly supports that it was nothing to do with the claimant asserting his statutory right and in fact related to the financial circumstances of the business. Further, even if the dismissal of other employees or the variations to their contracts took place prior to October 2024, that still supports the conclusion that there was an overall financial downturn of the business such to require those changes and which equally applied to the claimant.
65. I do acknowledge that in terms of subsequent process there is a lack of a formal consultation, but I do not consider that the lack of process in itself supports a conclusion that the reason for dismissal was asserting the statutory right. That is because the circumstances are that the evidence of Dr Cole was that she was informing staff from as early as January 2024 in relation to the situation of the business. There were meetings acknowledged by the claimant at the end of April and again at the end of May informing staff. It is also acknowledged that the claimant did move to a sales position as an attempt to place him in an alternative role, albeit only on a temporary basis. That was at his suggestion and, clearly, there was exploration of an alternative role which did not work out. In those circumstances, I conclude that the reason for the dismissal was financial. It was not for the reason of the claimant asserting a statutory right and the complaint of automatic unfair dismissal fails for those reasons.

#### Unauthorised deduction from wages/breach of contract

66. In respect of the unauthorised deduction from wages, this is pursued on the basis that the claimant should have been paid his full-time salary for the period between June and October 2024 and instead was paid a part time salary. On my findings above I conclude that the claimant has accepted the change to his contract to part time hours. He affirmed that change in contract by continuing to work under those terms for a period of 4 months before raising any concerns.

67. His contract was therefore varied to part time hours. His wage slip shows that he was paid for part time hours and contractually that is the amount that was properly payable to him. In those circumstances therefore, there has not been any unauthorised deduction from wages and that complaint also fails.
68. I briefly address holiday pay under this complaint because this is referenced in the claimant's ET1. I note that holiday pay was not identified at the case management hearing by way of the list of issues, but the order is silent on the same in terms of its continuance. It is not addressed in the claimant's witness statement nor by way of cross examination or submissions by him and in the circumstances does not appear to be actively pursued.
69. However, on the evidence the claimant's final pay slip at page 141 which shows a payment for accrued but untaken leave and that is the final entry of salary under wages and earnings. There is also the email to him at page 391 which confirms that he is being paid four days for accrued but untaken holiday. The claimant does not actively pursue any position to the contrary and so on the evidence before me, I am satisfied that the claimant has been paid for his accrued but untaken leave.

Approved by:

Employment Judge French

20 January 2026

JUDGMENT SENT TO THE PARTIES ON  
10 February 2026

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FOR THE TRIBUNAL OFFICE