



EMPLOYMENT TRIBUNALS

Claimant

Mr M Maxwell

Respondent

SEBIA UK Ltd

Heard at: Watford (CVP)

On: 29 January 2026

Before: Employment Judge S Moore (sitting alone)

Appearances

For the Claimant: In person

For the Respondent: Ms V Hall, consultant

JUDGMENT

The claim for unlawful deduction of wages is dismissed.

REASONS

1. This is a claim for unlawful deduction of wages pursuant to section 23 Employment Rights Act 1996 (ERA). The claim is for £830.00, which is the sum deducted by the Respondent for collection of the Claimant's company car when the Claimant left the Respondent's employment.
2. Section 13(1)(a) ERA provides that an employer shall not make a deduction from wages of a worker unless, inter alia, the deduction is required or authorized to be made by virtue of a relevant provision of a worker's contract. Section 13(2)(a) ERA provides that "relevant provision" means a provision of the contract comprised in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question.
3. In this case there was such a relevant provision. The Respondent's handbook provided that: "On termination of your employment for whatever reason, you must return your Company vehicle/any Company vehicle in your possession to our premises...Failure to return the vehicles to the Company's premises will

result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.”

4. The Claimant accepted that he had been provided with a copy of the handbook prior to the deduction being made and that the provision in question formed part of his contract of employment. However, he argued that the Respondent had been unreasonable to enforce the term because his personal circumstances, namely his partner being unwell and the journey to the Respondent’s premises not being feasible with caring for his child, meant that he could not return the car as planned. Further he said the Respondent did not suggest any alternative arrangements. The Claimant also said that while he had been employed by the Respondent, various company cars had always been delivered to and collected from his home address.
5. However, while I accept the truth of the Claimant’s evidence as regards his practical difficulties, the Respondent was nonetheless entitled to rely on the contractual term and regard it as the Claimant’s responsibility to find a way to return the car. Further, it cannot be said that because the Respondent had previously delivered and collected company cars to and from the Claimant’s home address it had varied or waived the relevant provision in the handbook relied on in this case. On those previous occasions the circumstances were different in that the Claimant’s employment with the Respondent was not terminating, so the relevant provision in the handbook didn’t apply.
6. It follows that the claim for unlawful deduction of wages is dismissed.

Approved By:

Employment Judge S Moore

Date:

29 January 2026

Sent to the parties on:

14 February 2026

For the Tribunal:

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