



EMPLOYMENT TRIBUNALS

Claimant: Mr D McAuliffe

Respondent: Golf Travel Group Limited

Heard at Leeds by CVP

ON: 18 February 2026

BEFORE: Employment Judge Shulman

REPRESENTATION:

Claimant: In person

Respondent: Mr P McCaghy, CEO of the Respondent

JUDGMENT

1. The claimant's application for pay in lieu of notice is hereby dismissed.
2. The respondent shall pay the claimant the sum of £1562.22 gross in respect of unauthorised deduction of wages.

REASONS

1. Claims

- 1.1. Breach of contract – no notice pay.
- 1.2. Unauthorised deduction of wages.

2. Issues

The issues in this case relate to:

- 2.1. Whether the respondent was entitled not to pay the claimant notice pay if the claimant had committed an act of gross misconduct?
- 2.2. Did the respondent unlawfully make a deduction from the claimant's wages?

3. The Law

The Tribunal has to have regard to the following provisions of the law:

- 3.1. If an employer can show summary dismissal was justified because of the employee's repudiatory breach of contract then the employer may not pay notice pay – IDS Employment Law Handbooks, Volume 3, Chapter 9 paragraph 9.1.7.
- 3.2. Clause 13(1) of the Employment Rights Act 1996 provides that an employer shall not make a deduction from wages of a worker employed by him unless – (a) the deduction is required or is 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.

4. Facts

The Tribunal having carefully reviewed all the evidence (both oral and documentary) before it finds the following facts (proved on the balance of probabilities):

- 4.1. The claimant was employed by the respondent as a commercial director latterly but as an employee from 1 June 2023 until 11 April 2025.
- 4.2. The respondent is in the golf travel business. It carries out arrangements for golfers. It also enters into commercial agreements for, amongst others, partners, influencers and professional golfers and engages in marketing activities.
- 4.3. Mr P McCaghy the CEO of the respondent, as a matter of routine did a search at Companies House in early 2025 and noted that on 14 March 2025 a company called This is Golf Representation Limited had been registered. The claimant was the sole director.
- 4.4. As a result the claimant was suspended on full pay on 8 April 2025 to enable the respondent to carry out further investigations.
- 4.5. On 9 April 2025 the claimant tendered his resignation and this enabled the respondent to look at amongst other things the claimant's computer.
- 4.6. The respondent found in a document headed "Golf Contacts" 268 of the respondent's contacts which were sent by the claimant to the claimant's new business. A further 10 emails were sent from the respondent business via the claimant to the claimant's new business. A further batch of letters of agreement, previously in the name of the respondent, were built by the claimant for his new company.
- 4.7. The claimant had constructed an agreement and Clause 6 recited travel arrangements and other services and this was similar to the business carried out by the respondent.
- 4.8. A WhatsApp was written the Tribunal finds to contacts of the respondent and at least one employee of the respondent, letting the reader know that the claimant had resigned and advertising his new business. In fact the WhatsApp was written on 11 April 2025 which was the date of the claimant's subsequent dismissal.

- 4.9. The respondent discovered that the contacts' list had been sent on 18 March 2025 and influencer emails were sent on 21 March 2025 by the claimant to the claimant's new business.
- 4.10. A meeting took place with the claimant on 10 April and although the claimant denies it the nature of the claimant's conduct was explained to him in this meeting. This was not a face to face meeting but a video.
- 4.11. The claimant's services were terminated by way of counternotice to the claimant's resignation which had taken place on 9 April 2025 and the termination took place on 11 April 2025 for the claimant's gross misconduct, not requiring the claimant to work his notice and disentitling the claimant to pay in lieu of notice.
- 4.12. Despite the claimant's earlier protests as to lack of knowledge of gross misconduct the claimant told the Tribunal that Mr McCaghy knew that the claimant was setting up a rival business. The evidence as to whether it was indeed a rival business was complex and at times confusing. The claimant told the Tribunal that his new business managed influencers, celebrities and pro golfers. The claimant did not tell the respondent what he proposed by way of his new business. The claimant said such news would not be well received.
- 4.13. So far as the wages which the claimant claims are concerned, the claimant said he was not paid for his last 12 days. The respondent said that the claimant was entitled to six days. The claimant later said that he was not paid from 1 April 2025 to 9 April 2025. The respondent did not say anything about that. The claimant's daily rate of pay was £173.50 gross and the original 12 days was £2083.00 gross.

5. Determination of the Issues

(After listening to the factual and legal submissions made by and on behalf of the respective parties):

- 5.1. So far as the notice is concerned, was the claimant's conduct repudiatory?
- 5.2. It seems to the Tribunal that the question of setting up in competition between the respondent and the claimant's new business need not be an issue in this case necessarily.
- 5.3. What happened here is that in stealth the claimant set up another company at least broadly in the same or similar line of business.
- 5.4. If that had been all then the respondent might have been at risk in not paying notice. What actually happened was that while the claimant was employed by the respondent a stream of the respondent's intellectual property found its way across by the claimant's hand to the claimant's new business and in view of the Tribunal that cannot be anything other than a repudiation of the claimant's contract whether express or implied.
- 5.5. I have not specifically referred to the contract of employment which allegedly is for the claimant which was put in evidence by the respondent because the claimant disputes that he ever had this contract. It is not a move that gets the claimant very far because I am satisfied if there is not an express breach of the contract it is most certainly an implied one and I find, therefore, that the claimant's application for notice pay fails.

- 5.6. The situation with the wages is different. The claimant is entitled to wages even if there is a repudiation of the contract by an employee. Wages are protected by statute. The respondent did not argue with the claimant's most recent assertion that the claimant was entitled to nine days and accordingly the respondent is ordered to pay the claimant £1562.22 gross, that is nine days at £173.58 gross.

J Shulman

Approved by Employment Judge Shulman

Date: 24 February 2026

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Sent to the parties on:

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For the Tribunal:

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