



EMPLOYMENT TRIBUNALS

Claimant: Callum Harris
Respondent: Complex Logistics Ltd
Heard at: Cambridge Employment Tribunal (by CVP)
On: 4 March 2026
Before: Employment Judge Hutchings (sitting alone)

Appearances

For the claimant: did not attend
For the respondent: Ms Branagh

JUDGMENT

The claim of unlawful deduction from wages is dismissed pursuant for the reasons below.

REASONS

Introduction

1. The claimant was employed by the respondent, a logistics company, as a multi-drop delivery driver from 16 January 2025 to 27 February 2025 when it is agreed he resigned. He did not give notice, nor was he required to do so under the terms of his employment contract.
2. By ET1 claim form dated 26 March 2025 the claimant claims the respondent made an unlawful deduction from his wages, alleging he had not be paid the 81 hours he had worked. He also claimed an additional amount of compensation but did not provide any evidence that this was to compensate for losses he incurred from not being paid. He refers to 4 weeks pay as compensation.
3. By ET3 response form the respondent says it had tried to pay the claimant's wages but the amount had been rejected. ACAS consultation started on 16 January 2025 and a certificate was issued on 27 February

2025.

Rule 47 Employment Tribunal Procedure Rules 2024

4. The claimant did not attend the hearing. Therefore, I must consider whether to dismiss the claim or proceed with the hearing in the claimant's absence, as required by Rule 47 of the Employment Tribunal Procedure Rules 2024 as follows:

"47. If a party fails to attend or to be represented at a hearing, the Tribunal may dismiss the claim or proceed with the hearing in the absence of that party. Before doing so, it must consider any information which is available to it, after any enquiries that may be practicable, about the reasons for the party's absence"

5. On 4 March 2026 at 08:10 the claimant sent an email to Tribunal administration requesting a postpone to the hearing due as he has "a late hospital appointment arise that will stop [him] from attending the hearing today." He did not provide any evidence to support the fact of the appointment or its late arrangement. The Tribunal requested the same. The claimant sent a screenshot of an appointment confirmation he received yesterday at 2pm in Daventry. The hearing was listed at 10am – 1pm and the claimant lives in Northampton. In my judgement the appointment is not a satisfactory reason for the claimant not to attend the hearing of which he had notice since September 2025. Tribunal administration made a further enquiry as to why the claimant could not attend at 10am. He replied that he is:

"not in a position to take any further time out of work, and lose out on pay. Something I'm still feeling of the effects of due to reasons stated in the reason for the tribunal.

I had planned to take time out of work for the tribunal, but as the hospital appointment has come up at the last minute. I have had to take time away for this instead. As cancellation of this appointment would mean that I have to go back to the end of the waiting list, something I am in great need of as I'm currently recovering from major knee surgery."

6. I have complied with the requirement under rule 47 of the Employment Tribunal Procedure Rules 2024 to make practicable enquiries as to the reasons for the claimant's non-attendance and I have considered relevant information before me, including the 39 page hearing file submitted by the respondent, in order to determine whether to dismiss the claim or proceed with the hearing in the absence of that claimant.

7. I decided to proceed with the hearing in the claimant's absence for the following reasons:

- 7.1. If the hearing was postponed, given Tribunal listing times parties would be waiting several months at best for a hearing date.

- 7.2. Ms Branagh told me that the claimant had not complied with the Tribunal's order dated 13 September 2025 to send copies of documents relevant to his claim to the respondent by 29 September 2025 to be included in the hearing file.

- 7.3. The claimant has had notice of the hearing since 13 September 2025 and the medical appointment does not coincide with the time of the hearing.
- 7.4. His explanation that he could not take more time off work for financial reasons attributed to the respondent's conduct is simply not credible. It is evidence from the documents in the hearing file that the claimant has been paid the wages for 81 hours of work.
8. In this regard I decided, on balance, to proceed with the hearing as I have sufficient evidence before me to determine the claim without the claimant's attendance.

Finding of facts

9. The claimant has been paid £680.76 net. This equates to £931.50 gross, accounting for deductions for national insurance and tax. I have seen the claimant's contract of employment. He admits he does not sign it. However, it evidences his hourly wage of £11.50; the fact it is not signed does not change that this was his hourly rate. It equates to the weekly amount included in his ET1. He is claiming 81 hours. £11.50 x 81 hours = £931.50 gross, £680.76 net.
10. In the hearing file I have seen a photograph of a cheque dated 18 July 2025 for this amount made out to the claimant, confirmation he accepted delivery of this cheque and confirmation from the respondent's back account that this cheque was cashed on 22 July 2025.

Relevant law

11. Section 13 Employment Rights Act provides:

Right not to suffer unauthorised deductions.

(1) 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.

(2) In this section "relevant provision", in relation to a worker's contract, means a provision of the contract comprised—

(a) 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, or

(b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.

(3) 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.

(4) Subsection (3) does not apply in so far as the deficiency is attributable to an error of any description on the part of the employer affecting the computation by him of the gross amount of the wages properly payable by him to the worker on that occasion.

(5) For the purposes of this section a relevant provision of a worker's contract having effect by virtue of a variation of the contract does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the variation took effect.

(6) For the purposes of this section an agreement or consent signified by a worker does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the agreement or consent was signified.

(7) This section does not affect any other statutory provision by virtue of which a sum payable to a worker by his employer but not constituting "wages" within the meaning of this Part is not to be subject to a deduction at the instance of the employer

Conclusion

12. Therefore, I conclude that since commencing these proceedings the claimant has received payment of his wages in full. He had not provided any documentary evidence of consequential loss incurred as a result of non payment of his wages for the period up to 22 July 2025, despite the Tribunal ordering him to do so on 13 September 2025. Therefore, there is no further award for the claimant. Indeed, it is for this reason I do not accept that the claimant was unable to attend the hearing this morning for financial reasons. Tribunal resources are limited, waiting times for parties are lengthy and there is no evidence before me of a good reason for the claimant's non attendance.
13. As the claimant has received payment of his wages in full in July 2025. There has been no unlawful deduction from the claimant's wages. This claim is dismissed.

Approved by:

Employment Judge Hutchings

4 March 2026

JUDGMENT SENT TO THE PARTIES ON

26 March 2026

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