



EMPLOYMENT TRIBUNALS

Claimant: Mr Saeid Aminifard

Respondent: Commercial Maintenance Services UK Limited

Heard at: Newcastle (by CVP)

On: 24 November 2025

Before: Employment Judge Gould

Appearances:

Claimant: In person

Respondent: Ms Brunton (Counsel)

WRITTEN REASONS

1. Oral judgment and reasons were delivered to the parties at the conclusion of the final hearing on 24 November 2025. My written Judgment, which was dated 6 February 2026 was as follows:

Wages

1. The complaint of unlawful deduction from wages for unpaid overtime in the period 21 October 2024 to 31 March 2025 is not well founded and is dismissed.

2. The complaint of unlawful deduction from wages of a £95.00 parking fine deducted from his pay on 31 January 2025 was not presented within the applicable time limit. It was reasonably

practicable for the claim to be presented in time. The claim is therefore dismissed.

3. The Claimant's complaint of unlawful deduction from wages of one day of annual leave taken on 13 January 2025, deducted from his pay on 28 February 2025, is well-founded.

4. The Respondent is not ordered to pay compensation to the Claimant for the unauthorised deduction of one day of paid annual leave. On 31 March 2025, the Respondent paid to the Claimant £126.92 for this one day, as holiday pay that he had accrued but not taken at the date his employment terminated.

Notice Pay

5. The Claimant's complaint of breach of contract in relation to notice pay is well-founded.

6. The Respondent shall pay to the Claimant £1,903.84 as damages for breach of contract. This figure has been calculated using gross pay to reflect the likelihood that the Claimant will have to pay tax on it as Post Employment Notice Pay.

2. The claimant exercised his right to request written reasons. These written reasons are provided in compliance with that request.
3. I apologise to the parties for the delay in providing these written reasons, which has arisen as a consequence of health reasons.
4. I issued a separate Judgment dated 6 February 2026, dismissing the claimant's complaint of unfair dismissal after the claimant withdrew that claim at the start of the final hearing.

INTRODUCTION

5. The claimant was employed from the 21 October 2024 until his dismissal, with pay in lieu of notice on 6 March 2025.
6. The claimant was employed by the respondent as an AC engineer.

7. The claim was brought following a period of ACAS Early Conciliation between 9 May 2025 and 20 June 2025.
8. The claimant presented his claim by way of ET1 claim form on 21 June 2025.
9. The claimant informed me that he became aware of the need to contact ACAS for Early Conciliation by asking Chat GPT about how to bring a claim against his employer.
10. The claimant informed me, and I accept, that he had not brought a tribunal claim previously. He has done his best to represent himself today with my input where appropriate to ensure a fair hearing.

THE CLAIMS

11. There was discussion at the start of the final hearing which led to me identifying the following claims which the claimant had initially brought:
 - a. Unlawful deduction from wages in respect of:
 - i. A failure to pay what he said was overtime payments paid to him; and,
 - ii. Payments of one day of annual leave taken on the 13 January 2025, which was deducted from his wages in February of 2025.
 - b. Breach of contract in relation to a failure to pay some or all of the claimant's notice pay.
 - c. Unfair dismissal.
12. As part of the discussion that I had with the claimant and the respondent's representative about the issues in the claim, they agreed that the claimant's claim about annual leave payments was about the wages that he says he should have been paid for one day of absence. He said that he was not paid for this leave and instead the respondent recorded this as unauthorised absence. The claimant's claim was not a claim about a failure to allow him to take annual leave.
13. The claimant told me that he thought he was entitled to a one week's notice, which he says he was not paid. He thought he was entitled to one

week of notice as that was what his manager had told him when he was first employed.

14. The respondent said that the one week's notice pay entitlement had already been paid to the claimant.
15. The claimant also made me aware that he wanted to bring a claim for unlawful deduction from wages for a deduction of £95 that the respondent made from his January 2025 wages. He said this deduction was for a parking fine that had been incurred by him whilst working.
16. The claimant had not presented a claim for the £95 parking charge deduction in his original ET1 claim form. I listened to what the claimant told me and treated this as an application to amend his claim. I granted that application to amend, but I still had to decide whether that additional claim had been presented in the relevant time limit and if not, whether time ought to be extended for that claim to be presented.
17. The claimant also presented a claim for ordinary unfair dismissal.
18. The claimant accepted that he did not have two years' qualifying length of service.
19. The claimant made reference to there potentially being alternative reasons which meant that he did not need a two years' qualifying length service. He accepted that he had not included any alternative reasons that could have removed that two years' qualifying length service in his claim form. He did not advance any alternative reasons when we discussed the claim at the start of the final hearing, and there was no application to amend his unfair dismissal claim.
20. The claimant recognised in his claim form his unfair dismissal claim might not be allowed to proceed. He fairly and reasonably recognised at the final hearing the circumstances of his claim meant that he did need two years' qualifying length service.
21. He withdrew his claim for unfair dismissal at the final hearing and I issued a judgement dismissing that claim upon withdrawal.

EVIDENCE

22. I was given a bundle of 128 pages and a witness statement bundle of 14 pages that contained three witness statements from the claimant and one from the respondent's witness, Ms Tracey Molyneux.
23. During the hearing five additional pages of documents were provided to me. Two pages were screenshots from the respondent of a signable online system and three pages were screenshots the claimant provided of Google Maps tracking data which he had relied upon to come up with his overtime calculations.
24. I heard oral witness evidence from the claimant and Ms Molyneux.
25. I was grateful to everyone who attended the hearing for their assistance. I concluded take the position that all witnesses who had given evidence at the final hearing had done their best to assist me in understanding the claims and the respondent's response.
26. During the hearing when the five pages of Google Maps screenshots were presented to me, there was no suggestion by the Claimant that there were other documents which he also wished me to look at. At the conclusion of the final hearing when I had finished giving my oral judgment, the claimant asked me when he would be able to present his Google Maps evidence. This was in response to the reasons I gave dismissing his overtime claim, set out below. I explained that this was the final hearing and this had been his opportunity to present his evidence, which ought to have been included in the bundle and explained in his witness evidence.

THE FACTS

27. There were two contracts of employment provided in the bundle, one starting at page 38 and one starting at page 52.
28. Both contracts provided for an annual basic salary of £33,000 with a daily rate of 1/260, which amounted to £126.92 gross per day.

29. The claimant signed the first contract on the 10 October 2024 (“the first contract”).
30. There was a copy of his signed contract at page 50. The bundle included a sheet from a signable electronic system on page 51. This showed his engagement with that version of the contract.
31. The respondent said that the claimant was provided with a second contract of employment, which was at pages 52 to 65 (“the second contract”).
32. The second contract states that the agreement is dated 18 December 2024. The signature page on page 65 shows Ms Molyneux signed the contract on the 18 December but it does not show it being signed by the claimant.
33. It was only during the final hearing, following a query from me, that the screenshots of the signable sheet for the second contract was provided for the claimant. I do not find that there was anything untoward in these screenshots being provided at this late stage, but nonetheless the screenshots that I have been provided do not seem to show the full signable page. They do show that the document was sent to the claimant on 18 December 2024 and there is reference to the claimant opening the email containing the document and viewing the envelope.
34. The claimant had not seen these screenshots before this morning. He disputed that he had seen the second contract. He fairly accepted that the second contract could have been sent to him and he could possibly have opened it, but he stated that he received lots of emails. He did not remember seeing this second contract and he did not remember it being brought to his attention. He disputed that he was working under the second contract of employment.
35. Ms Molyneux explained that she and a colleague had visited a number of staff members to inform them that a change to their contracts of employment was going to be sent to them, but she very fairly did accept that she could not recollect talking to the claimant about it. The

claimant accepted that this conversation could have happened, but he certainly did not remember this.

36. I found that there is a limit to what Ms Molyneux is able to explain to me; that is not a criticism of her evidence. The claimant was very frank in explaining what he could and could not remember.
37. The claimant accepted that he was working under a six-month probation period, which I could see that in the second contract at page 52.
38. The claimant continued to work after the second contract had been sent to him, and it seems he at least opened the email containing the second contract. I find on the balance of probabilities that he opened the second contract itself.
39. The claimant continued to work following this.
40. He did not object to the changes in the second contract and he does not say that he objected to the second contract. What he says is he doesn't remember seeing it, or any of the relevance of it being drawn to his attention.
41. Whilst there was some evidence suggesting that the claimant had opened the second contract, at page 130 (as it was numbered during the final hearing) on the signable sheet there is a reference to the document being sent to the party again on 17 March 2025 at 17:30.
42. Ms Molyneux told me and I accepted that the second contract was re-sent automatically to the claimant because he had not signed it. I find this showed that the respondent thought that it needed its employees to sign the contract to confirm their agreement.
43. I was conscious that there was already a contract that the claimant had signed. The case law about whether there is an implied agreement is somewhat complex.

THE LAW

44. The claimant brings claims for unlawful deductions from wages under section 13 Employment Rights Act 1996 (“ERA”) 1996. This states:

“(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...

45. Section 25 (3) ERA 1996 states:
“(3) An employer shall not under section 24 be ordered by a tribunal to pay or repay to a worker any amount in respect of a deduction or payment, or in respect of any combination of deductions or payments, in so far as it appears to the tribunal that he has already paid or repaid any such amount to the worker.”
46. The burden of proof is on the claimant to prove his claim for unlawful deduction from wages and breach of contract.
47. Under section 23(2) ERA 1996, the claimant must present a complaint to the Employment Tribunal (subject to any extension of time for ACAS Early Conciliation) within three months of the date of the payment of wages from which the deduction was made.
48. Alternatively where a complaint is about a series of deductions, under section 23(3) ERA 1996 the claim must be presented (subject to any extension of time for ACAS Early Conciliation) within three month of the last deduction in the series of deductions.
49. Under section 23(4) ERA 1996, a tribunal can only extend time for presentation of a complaint of unlawful deduction from wages where it 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. Only if the tribunal is satisfied that it was not reasonably practicable to present the claim in time, may it consider whether the complaint has been presented within such further period as the tribunal considers reasonable. If it has, then the tribunal may extend time for the claim to be presented.

50. It is for the claimant to prove that it was not reasonably practicable for him to present his claim in time and that it was presented in a reasonable period thereafter (**Porter v Bandridge Ltd** [1978] ICR 943 CA).
51. May LJ explained the reasoning for a test of 'reasonable feasibility' in **Palmer and Saunders v Southend-on-Sea Borough Council** [1984] IRLR 119, CA at paragraph 34:
"...was it reasonably feasible to present the complaint to the [employment] tribunal within the relevant three months?"—is the best approach to the correct application of the relevant subsection."
52. In **Wall's Meat Co Ltd v Khan** [1979] ICR 52, the test put forward in **Dedman v British Buliding and Engineering Appliances Ltd** [1974] ICR 53 was repeated at paragraph 15 where it was stated:
"It is simply to ask this question: Had the man just cause or excuse for not presenting his complaint within the prescribed time? Ignorance of his rights—or ignorance of the time limit—is not just cause or excuse unless it appears that he or his advisers could not reasonably be expected to have been aware of them. If he or his advisers could reasonably have been so expected, it was his or their fault, and he must take the consequences."
53. Brandon LJ continued at paragraph 44 of **Wall's Meat**:
"The performance of an act, in this case the presentation of a complaint, is not reasonably practicable if there is some impediment which reasonably prevents, or interferes with, or inhibits, such performance. The impediment may be physical, for instance the illness of the complainant or a postal strike; or the impediment may be mental, namely, the state of mind of the complainant in the form of ignorance of, or mistaken belief with regard to, essential matters. Such states of mind can, however, only be regarded as impediments making it not reasonably practicable to present a complaint within the period of three months, if the ignorance on the one hand, or the mistaken belief on the other, is itself reasonable. Either state of mind will, further, not be reasonable if it arises from the fault of the complainant in not making such inquiries as he should reasonably in all the circumstances have made, or from the fault of his solicitors or other professional advisers in not giving him such

information as they should reasonably in all the circumstances have given him'."

54. I reminded myself of the case law about the formation of contracts of employment and any implied agreement to changes made to contracts of employment. In particular, I looked at **Jones v Associated Tunnelling Company Limited [1981] IRLR 477 EAT** where the Employment Appeal Tribunal ("EAT") took the view that implying an agreement to a variation of a contract is a course that should be adopted with great caution.
55. In **Jones**, the EAT went on to explain that if the variation relates to a matter which has immediate practical application, such as the rate of pay, and the employee continues to work without objection after being given the variation i.e. when his wage packet is reduced, then he may well be taken to have impliedly agreed.
56. I also considered the cases **Solelectron Scotland Limited v Raper and Others [2004] IRLR 4 EAT**. In this case Mr Justice Elias indicated along similar lines to **Jones** that if an employer varies the contractual terms, for example by changing the wage or altering the job duties, and if the employee goes along with the changes without protest, it may be possible to infer that by their conduct the employee has after a period of time accepted the change in terms and conditions.
57. Elias J continued later to suggest that sometimes the alleged variation does not require any response from the employee at all.
58. I also considered the case of **Abrahall and Others v Nottingham City Council and Another [2018] ICR 1425 CA**. In this case the Court of Appeal held that the group of employees who continued to work after a pay freeze did not vary their contracts of employment, even though they did not bring their claims until two years later.
59. In summary, Tribunals must be very cautious when invited to find that simply continuing to work shows an implied agreement from the employee to variation of their contract of employment.

FINDINGS

The contract of employment

60. The day-to-day duties and pay that the claimant would receive was not changed by the second contract. Instead, as described by Ms Molyneux, the second contract was intended to bring greater clarity to contractual terms; for example, whether someone was paid 30 minutes at the start of and end of the day for travel was updated to reflect the respondent's time off in lieu and overtime policy.
61. In this case, the only relevant change in the second contract related to the notice period for termination of employment; this is not a contractual term that would usually arise immediately, and it did not immediately impact the claimant.
62. I have therefore concluded that the claimant had not agreed to the variations in the second contract of employment. Therefore, he was still working under the first contract of employment.

Working time

63. The time off in lieu and overtime policy ("the Policy") at pages 32 to 37 was in place throughout the claimant's employment. Paragraph 2.3 of the Policy (page 33) made reference to working time in the first contract.
64. The Policy was referenced in the first contract. The same point was also made in the second contract.
65. The issue I had to consider was about pay for the 30 minutes of travel at the start and end of the day, and lunch not being paid.
66. Even if I am wrong on my earlier analysis, and if the Claimant had impliedly agreed to the second contract, it would make no difference on this point. In both the first contract and the second contract (page 55, paragraph 7.1) and the policies, the claimant's contractual pay would not include his 30 minute lunch breaks or the 30 minutes travel at the start of the day and at the end of the day.

The parking charge

67. I was also referred to a van policy (“the Van Policy”).
68. The Van Policy was in place throughout the claimant's employment (pages 118 to 126). The Van Policy is not, however, referred to in the first contract.
69. The respondent referred in particular to paragraph 7.5 (page 122) of the Van Policy which confirmed the employer's right to require the employee to repay any costs incurred in relation to either the hire of the vehicle or whether the cost had been caused by reckless driving on the part of the employee or approved of the driver.
70. The first contract does state at clause 4.4 (page 41) that the contract reserved the right to make deductions from the claimant's pay including reimbursement for any unauthorised business expenditure and expenses. I find that this was a clause in the contract that the claimant was working under, that being the first contract.
71. In any event, an employer does not need to include a clause such as this in a contract to make this type of deduction from wages.

Recording of working time – unlawful deduction from wages

72. The claimant recorded his working hours by logging his time in the JobLogic app. That was cross-referenced each day by the respondent's data team using geo-location data from a tracker on the claimant's vehicle. It was for the employee to log their start and finish times on the JobLogic app, which is why then the tracking data was compared to this.
73. The claimant's case is that the data provided by the respondent is so inaccurate that it can't be said even to relate to him. He hasn't seen the original underlying JobLogic data and raised with Ms Molyneux that he had asked for this but only been provided with the geo-location data. That is unfortunate as it seems that was what the claimant was looking for, to try and understand whether he had been paid correctly.
74. Whilst it may have been stronger evidence for me to have seen the underlying JobLogic and geo-location data, I have seen from the

respondent a document at pages 102 to 107. I am told that this document brings together data from the JobLogic app and geo-location data. It is in a format that I am readily able to understand. It includes, for example, what deductions were made for travel time, whether it was up to the maximum or on some occasions less than that. The document also includes details of any deductions for time off in lieu. This data was obtained because the contract required the claimant to work a minimum of 40 hours per week. Whether he did this was assessed over the period of each month. If the claimant had not worked 40 hours each week, then his time off in lieu was reduced, then overtime could be paid on top of that.

75. Although I consider that the underlying data might have been better evidence, I am reminded that this is a claim for the claimant to prove. He must prove what were his wages properly payable, which here relates to overtime. He must then prove that there was a deduction from his wages properly payable, when he claims that he was not paid the correct amount.
76. The evidence that the claimant relied on is a table at pages 108 to 109 of the bundle. He told me that this table combines his start and finish times, his working hours and the overtime he claims. He told me that he had provided his start and finish times from Google Maps tracking data. This only provides start and finish times, it does not show a breakdown of driving in the morning and driving in the evening, as the respondent's table shows. I note that employees were allowed to use their vehicles for reasonable personal use, and I have not heard any evidence about any other driving that the claimant might have done on any particular working day between 21 October 2024 and 6 March 2025 that he has included in his table. I have also not heard any evidence about how that might have impacted the Google Maps data that the claimant used to work out when he left home and when he returned after he finished work.
77. The claimant's calculations did not consider whether there is any time off in lieu owing that should first be deducted from any overtime he claims; although the claimant's case is that there would not have been any time off in lieu to deduct, because he says he worked such long hours. He also has not deducted unpaid time for his lunch break.

78. The claimant had not included in the bundle any underlying Google Maps data to support the figures in his table. I was, however, provided with three screenshots during the hearing. These screenshots appeared to show a where the Claimant had been on two days, according to Google Maps automatic location tracking. The parties agreed that the three screenshots should be shown to me, as they had been referred to by both parties when the claimant was being asked questions in cross-examination. That data was said to relate to 23 and 24 December 2024.
79. The one Google Maps screenshot for 23 December 2024 did not show when the claimant said he started his working day, but it showed him driving 75 miles over 4 hours and 14 minutes, from 16:11 to him arriving home at 20:25. That is a very long time to drive 75 miles.
80. One of the two Google Maps screenshots provided by the claimant for 24 December 2024 also showed him driving 75 miles over 4 hours and 14 minutes, from 16:11 and arriving home at 20:25. Not only was this again a very long time to drive 75 miles, but it was such an exact match to the previous day that I had concerns that the Google Maps location tracking data may not be accurate.
81. The other of two Google Maps screenshots provided by the claimant for 24 December 2024 showed him leaving his address at 06:26. His table on page 108 showed him starting work at 06:22.
82. During cross-examination, the claimant was not consistent with his earlier case when he explained the dates and times shown in these screenshots and his table. For example, when he explained the difference between his start time on 23 December 2024 shown in his table and his start time for 23 December 2024 shown on Google Maps. He stated that he may have been trying to defrost his vehicle before starting the day; however, that would mean that he had not only relied on his Google Maps location tracking, but had added extra time for a reason that he did not now seem to be very sure about. His explanation was not consistent with his earlier explanation that his working time in his table was based only on the location data from Google Maps data.
83. Based on the evidence that I read and heard in the final hearing, I was not satisfied on the balance of probabilities that the data relied upon by

the claimant, or the claimant's interpretation of that data, was as reliable as the JobLogic app data. This is because it was the employee who recorded their start and finish times in this app. It was data that was considered by the respondent's data team. Furthermore, it was cross referenced with a tracked on the claimant's vehicle. This was in contrast to the claimant's Google Maps data, which appeared to be provided from his mobile phone.

84. It is for the claimant to prove on the balance of probabilities that he was not paid his wages properly payable because his hours were not accurately recorded in the respondent's records, and the claimant relies on the Google maps data to persuade me of this. From the summary he's provided and the evidence he's given, I find that the claimant has not proved his case.
85. I make clear that I do not think the claimant was trying to mislead the tribunal, but it is a difficult matter for him to demonstrate and the evidence he provided has not proved his claim on the balance of probabilities.
86. Therefore, deciding on the evidence that has been provided to me, I find that the claimant has not proved that he was entitled to additional overtime pay and therefore his claim for unlawful deduction from wages for unpaid overtime in the period 21 October 2024 to 31 March 2025 is not well founded and is dismissed fails and is dismissed.

Notice pay and breach of contract.

87. I repeat my earlier conclusions about which contract the claimant was working under, namely that the claimant remained employed under the first contract.
88. The claimant said that he was entitled to one week's notice because that's what he was told by his manager at the start of his employment. I note that that would have been consistent with the claimant's notice pay entitlement under the first contract when he started his employment with the respondent.
89. I was taken to by respondent's counsel to clause 11.2 on page 45 of the bundle. This stated that that during the first three months of the claimant's

employment his notice period was one week. However, this increased to four weeks after the first three months.

90. The claimant says that he was working under this first contract and I have found this to be the case. His claim is that he was not paid the notice pay he was entitled to. I find that based on the first contract that the claimant was working under, he was entitled to four weeks' notice pay.
91. This is not inconsistent with the claimant's case, because his evidence was that he was told he was entitled to one week's notice by his manager. He did not base his understanding on reading the written contract. He was clear that he was not working under the second contract.
92. The wage slip for March 2025 at page 99 shows that the employer paid to the claimant nine units of a day rate of £126.92, which is the correct day rate for the claimant. I find that one unit is one day. The nine units were the four days that the claimant had worked in March, plus the five days that the respondent believed was the claimant's contractual entitlement to notice under the second contract.
93. There is no dispute that the claimant could be paid in lieu of notice and that is what happened in this situation. That included the claimant being paid up to the day when he attended the termination meeting in Newcastle and I do not find there was any extra pay or entitlement to extra pay for attending that meeting.
94. Therefore I find that the claimant was contractually entitled to four weeks' notice or pay in lieu of notice. He was paid for one weeks' notice. Therefore in breach of contract, he was underpaid or not paid for three weeks of notice pay to which he was entitled. I awarded damages for breach of contract of the three weeks' notice pay. That is 15 days at £126.92 per day gross, totalling £1,903.84 gross. That is a sum to be paid to the claimant, net of tax and national insurance as it is an amount for unpaid notice pay.

Parking Charge, unlawful deduction from wages

95. Next I come on to the parking charge, this was the claim that was subject to the application to amend where the time limits were still outstanding.

96. The parking charge payment was deducted from the claimant's wages that were payable to him on the 31st January 2025 (page 97).
97. This was not one of a series of other similar deductions, as this was the only time there was a deduction related to a parking charge and there was nothing factually similar in any of the other claimant's complaints.
98. I therefore find that the three month time limit for the claimant to present his claim expired on the 30th April 2025.
99. The claimant needed to start ACAS early conciliation for this claim on or before the 30th April 2025 and he did not do so, therefore I start from the position that this claim was presented out of time.
100. Based on the evidence that I have heard I find that it was reasonably practicable for the claimant to have presented this claim on or before the 30th April 2025. He knew that he thought he had been underpaid and that this deduction should not have been made, and I am not satisfied that the claimant needed to see any particular screenshots to at least be able to tell the tribunal about this.
101. The claimant presented as an intelligent and capable individual who was fair and open in accepting he had asked ChatGPT about how to bring a claim against his employer, and he says that he had initially forgotten about the parking charge.
102. I am reminded of the case law that I have already been referred to by counsel for the respondent which I accept has been accurately described. Forgetting about a claim, particularly in these circumstances, does not meet the high threshold of it being not reasonably practicable to present the claim in time.
103. Even if I am wrong about this, the claimant did not raise the claim in a way that could be considered to be an application to amend until the schedule of loss on the 19th August 2025 and it was not accepted as a claim until the application to amend this morning on the 24th November 2025. I therefore find in the alternative that the claimant did not present this claim within a reasonable time after expiry of the original time limit.

104. However, even if I am wrong about that, at clause 4.4 on page 41 I find that the first contract which the claimant was working under did allow for a deduction to be made from reimbursement of any unauthorised business expenditure and expenses, which here could include the parking charge that was deducted from the claimant's wages.
105. I have seen the email where the claimant says he wanted to appeal against the parking charge. I have also seen the note from finance saying that the parking charge had been paid. There is not sufficient evidence that demonstrates that the parking charge was waived and was refunded to the respondent.
106. Therefore, in all the circumstances I find that I do not have jurisdiction to consider this claim. But even if I was wrong about that I would have found that this was a deduction which under section 13(1)(a) of the Employment Rights Act 1996, the respondent was authorised by the first contract to make this deduction, and so this claim would fail and be dismissed.

Annual Leave, unlawful deduction from wages

107. In cases of deductions, I am reminded that I have to look at the date when the deduction was made from wages payable to the claimant. This deduction was made on the 28 February 2025 (page 98 of the bundle).
108. Therefore the three month time limit to present this claim or to contact ACAS for the purposes of early conciliation was 27th May 2025 and I therefore find that the claim in relation to the one day of annual leave was presented in-time. I therefore go on to consider what were the wages properly payable to the claimant.
109. The contemporaneous evidence at page 72 of the bundle shows that the claimant had reported to his manager that he was not able to attend work on the 13th January 2025 and he had reported that the evening before.
110. There is then a series of emails starting at page 115 where on 3rd of March 2025, a few days after he was paid, the claimant contacted with his manager to correct a deduction of holiday (annual leave) where he says that it is recorded as unpaid leaver instead of holiday. He stated

“As I mentioned over the phone I had informed you that I needed to take that day as holiday due to my car breaking down in Oxford.”

111. The manager challenged whether that was raised in the emails; the claimant maintains that it was. I infer from the claimant's evidence that he understood the holiday had been approved.
112. I have not heard any evidence from the manager Alan Burnett and therefore I do not have his witness evidence to be able to consider as to his version of events here.
113. I have found that the claimant has done his best to be straightforward and honest and provide his recollection of events. I find the fact that he raised this so quickly after the 28th February 2025 payment indicates that he had requested to take holiday, and that he had understood he had been approved to take the one day of annual leave on the 13th January 2025.
114. This again raises an issue about the contract. The first contract does not require approval of holiday or annual leave in writing by a manager in advance. Whilst this is contained in the second contract (clause 10.5 of page 57), I have already found that the claimant was working under the first contract of employment and had not accepted those changes in the second contract.
115. I find that the relevant clause is on page 42 in the first contract at paragraph 6.4, namely that holiday arrangements must be approved by your manager before any binding commitments are entered into and authorised on a first come first served basis. That is consistent with Mr Burnet having authorised holiday that wasn't requested in writing.
116. When it comes to an unlawful deduction from wages claim, I have to look at what were the wages properly payable at a particular time. I find that the wages properly payable on 28 February 2025 ought to have included the £126.92 of annual leave that the claimant understood had been authorised for him to take for the date of the 13 January. I therefore find that an unlawful deduction from wages was made from that particular wage slip.

117. However, applying section 25(3) of the Employment Rights Act 1996 a tribunal cannot order here the respondent to pay or repay this deduction of the one day's pay if it appears to the tribunal that it has already been paid or repaid to the worker. I find that the claimant was paid the annual leave entitlement that was owed to him that was accrued and outstanding on termination and I see that as the four days of pay at page 99 of the bundle showing the final wage slip for the claimant.
118. Therefore whilst this amount should have been paid in February 2025, it was paid in March 2024. Therefore, whilst this particular unlawful deduction from wages claim succeeds there is no award of payment of wages arising from it.

CONCLUSIONS

119. The claimant's unfair dismissal claim has been dismissed on withdrawal.
120. The unlawful deduction from wages claim regarding overtime fails and is dismissed.
121. I do not have jurisdiction to consider the parking charge unlawful deduction from wages claim, and therefore that claim fails and is dismissed.
122. The annual leave unlawful deduction from wages the claim succeeds, but there is no award of compensation .
123. The breach of contract claim for notice pay succeeds and is well founded, and the claimant is awarded compensation of £1,903.84 gross, to be paid net of tax and national insurance.

Employment Judge Gould

5 May 2026

Notes

1. Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

2. 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/>