



EMPLOYMENT TRIBUNALS

Claimant: Mr Trevor Hinks

Respondent: Network Rail

Heard at: London South b CVP

On: 26 November 2025

Before: Employment Judge Martin

REPRESENTATION:

Claimant: In person

Respondent:

JUDGMENT

The judgment of the Tribunal is that the Claimant's claims are not well founded and are dismissed.

REASONS

1. Oral reasons were given during the hearing however these short written reasons are provided as confirmation of what was said.

Introduction

2. The Claimant's claim is of unauthorised deduction from wages following a TUPE transfer from Thales Ltd to the Respondent in 2009.

3. The relevant law – Employment Rights Act 1996

13 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.

The hearing

4. The Claimant was unable to prove the contractual terms he was working under. He does not have a copy of his contract with Thales and appears not to have entered into a new one with the Respondent. The Respondent does not have a copy of the contract either, despite looking for it. The first time the Claimant made a formal complaint was in 2024 some 15 years after the TUPE transfer although he says he made verbal complaints sometime in 2012. The Respondent was unable to locate the information sheet it received at the time of the TUPE transfer which would have had the payment terms on it.
5. I asked the Claimant if his pay immediately before the transfer was different to immediately after. He said it was but was not able to say what the difference was. He did not provide any bank statements from that time to support his contention that the pay was different.
6. The Claimant agreed that he was unable to evidence the contract he was working under. I had the impression from listening to the Claimant that his complaint was more about the difference in pay between him and his colleagues. I explained that this was a different point and that I was only concerned with the actual contractual terms he was working under.
7. The Claimant also confirmed that he was not able to quantify what he says was owing to him. Without this, it is not possible to say what was properly payable. The case law is clear. The burden of proof is on the Claimant and if a claim is not quantifiable or the contractual basis of the claim can not be proved then the claim must fail.
8. In all the circumstances the Claimant's claim is not well founded and is dismissed.

Approved by:

Employment Judge Martin

26 November 2025

Notes

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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 at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/