EMPLOYMENT TRIBUNALS

Claimant:	**Mr G REES**
Respondent:	**PTS 247 Ltd**
Date:	**30th January 2026 By Video**
Before:	**Employment Judge R F Powell**
For the Claimant:	**In Person**
For the Respondent:	**Ms Nicholson, advocate**

JUDGMENT

The judgment of the Employment Tribunal is:

1. On the admission by the respondent, the respondent made an unlawful deduction of £555.56 from the claimant's salary which was payable in August 2025 and had not been paid by the date of this hearing.

2. The claim for an unlawful deduction of £1,175.00 from the claimant's salary, in respect of losses arising from the claimant's alleged culpability for damage to a vehicle owned by the respondent is well founded.

3. The respondent is ordered to pay to the claimant the total net sum of **£1,730.56**

Introduction

1. The claimant, Mr Gareth Rees presented a claim to the Employment Tribunal on the 21st October 2025 asserting two breaches of Part II of the Employment Rights Act 1996.

2. He asserted that the respondent had made a deduction from his July and August 2025 salary payments. These deductions were:

    a. £587.50 In July 2025
    b. £587.50 in August 2025

3. The respondent admitted it had made both deductions.

4. He further asserted that the respondent had deducted the balance of his August 2025 salary which was the sum of £555.56.

5. The Respondent denied that it had made such a deduction. It relied upon the relevant payslip at page 131 in the agreed bundle.

6. On enquiry during the hearing the respondent accepted that it had not made the payment and, on instructions from her client, Ms Nicholson admitted that the respondent had made an unlawful deduction by that failure.

7. The other aspect of Mr Rees claim was less easily resolved. By way of introduction, I will summarise it thus; the respondent asserts that it had a contractual right to make deductions from an employee's salary if, as a consequence of the employee's culpable conduct, damage or loss was caused to the property of the respondent.

8. It is an agreed fact that:

    a. Between and of 202 Mr Rees was in control of a vehicle which belonged to the respondent and for which Mr Rees was responsible at the material time.
    b. On [ ] Mr Ress sent a photograph of a vehicle belonging to the respondent which showed significant damage to the rear bumper and some damage to the rear door of that vehicle.
    c. The respondent concluded that the claimant had caused the damage to the vehicle by driving carelessly.
    d. The claimant denied he had caused the damage at all; stating that the damage occurred whilst the vehicle was parked on the roadside near his house.
    e. In July and August the respondent deducted the sum of £587.50 from the claimant's monthly salary in relation to damage to the vehicle whilst in was under the control of the claimant.
    f. The respondent agrees it made the two deductions from the claimant's salary and asserts that, by the terms of the written contract of employment, it did so lawfully.
    g. The claimant asserts that the respondent was only entitled to do so if the claimant was responsible for the damage; a fact which he denies.

9. The fundamental factual dispute I have to determine is whether Mr Rees was responsible for the damage. Before addressing that issue, I will set out my findings in respect of the relevant terms of the parties' contractual agreement.

10. Prior to his employment with the respondent the claimant was employed by Ready Homes Limited [38]. Within that contract was the following term [39]:

> "**Deductions from Pay**
>
> We can require you to repay to us, by deduction from pay or any other method acceptable to us:
> Reasonable losses to property or monies sustained by us, any other employee, our clients, customers or visitors. This applies when due to your carelessness, negligence, recklessness, breach of procedures/rules or dishonesty/commission of an unlawful act.
> Insurance excesses imposed by our insurers because of your act or omission or a penalty imposed upon you. An example of this is the potential impact of penalty points for those who drive our vehicles.
> Any damages, expenses or other monies reasonably payable by us to a third party for your act or omission."

11. The above clause goes on to state that the "deductions procedure is set out in the company's handbook".

12. The claimant has produced a single page [45] from a document which could well be from an "employee handbook" but does not identify the employer or the material date. The document does not assist me to understand the former employer's deductions procedure.

13. Under the title "Wastage" there is a statement of the contractual right of the employer to recoup costs is incurred in the following circumstances:

> "The following provision is an express written term of your contract of employment.
>
> a) any damage to vehicles. stock or property that is the result of your carelessness negligence or deliberate vandalism will render y0u liable to pay the full or part of the cost of repair or replacement:
>
> b) any loss to us that is the result of your failure to observe rules. procedures or instruction. or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the lull or part of the cost at the loss: and ' '
>
> c) in the event of an .at fault accident whilst driving one at our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £750 00
>
> In the event of failure to pay we have the contractual right to deduct such costs lrom your pay."

14. It is agreed that the claimant's employment transferred from Ready Homes Limited to the respondent under the Transfer of Undertakings Protection of Employment Regulations 2006.

15. The Respondent has provided its entire handbook which states [62] as follows:

> "The following provision is an express written term of your contract of employment:
> a) any damage to vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
> b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
> c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess. This amount may vary depending on the insurance policy.
>
> In the event of failure to pay, we have the contractual right to deduct such costs from your pay."

16. There is no evidence before me of any express, or implied, variation of the claimant's contractual terms on the occasion of his employment transferring to the respondent or thereafter.

17. In my judgment the contractual terms pertinent to the issue before me are those set out in the Ready Homes contract are set out in the contract.

18. I find the origin and authorship of the single page extract from a handbook too uncertain to be reliable. In light of the absence of any assertion of a variation of the claimant's contract, I find that the material clause is that set out in the Ready Homes contract as set out above.

19. The fundamental dispute in this case is whether the damage to the respondent's vehicle was caused by the claimant or a third party. If the damage was a consequence of the claimant's acts or omissions the contractual right to make a deduction was engaged.

20. If the accident was caused by the act or omission of a third party then the deduction clause was not engaged[1].

21. The character of the dispute is expressed in the witness statements of the claimant and the respondent's witness Mr K Rampersad:

22. The claimant stated:

"Before finishing my shift on Friday 4th July 2025 I took the Company vehicle VW Caddy Registration Number. VF21MJK to the local car wash to have the vehicle valeted on Nangarw Road, Caerphilly as it was company policy to have the vehicle valeted each week.

[1] I acknowledge the possibility of occasions when the conduct of the employee and a third part might both be responsible but that was no asserted by the respondent nor put in evidence before me.

I sent photographic evidence of the valet showing the front and rear of the vehicle along with a copy of the payment via e-mail to the company at around 17.40h I travelled from there to my home address Tree Fell, Tafwys Walk, Caerphilly which is approximately a 2 minute drive and approximately quarter of a mile away. I parked the vehicle in my street the vehicle remained there from Friday evening the 4th July to Monday morning the 7th July.

The company has a tracking device on the vehicle so it knew where the vehicle was at any given time

On returning to the vehicle at approximately 08.15h on Monday the 7th July I discovered the vehicle; VW Caddy Registration Number VF21MJK, had received damage to the rear tailgate I tried to contact the transport manager Mr Mark Elliott by telephone to inform him and take further instructions but he failed to answer me. I took photographic evidence of the damage to the vehicle and sent it via e-mail to the Transport Manager Mr Mark Elliott"

23. Mr Rampersad stated:

"On or around the start of July 2025, Gareth informed us that our vehicle had been hit whilst parked and sent us a photo of the damage [**page 128**].

6. We contacted our insurers and the vehicle was collected and taken to Ireland to repair by a specialist. As the vehicle was modified with wheelchair access in back, it had been taken to where it was customised in Ireland, and it took a few months to repair. When we collected the vehicle, I asked some questions about what they thought about the damage to the vehicle, explaining that we had been told the vehicle had been hit whilst parked. The guy said it didn't seem to have been damaged like that, and I didn't think anything more of it. However, after seeing Gareth disputed being careless or negligent in his claim, I went to an independent body shop 'J&W Bodywork Specialists assessment' to look into the matter. They suggested the vehicle wasn't hit whilst stationary but had been damaged when manoeuvring it such as reversing the vehicle into another object or vehicle from the impact to the vehicle [**pages 126-127**]. This only confirms that we were entitled to make deductions from Gareth's salary."

24. Apart from the evidence of his own enquiry with the business undertaking the repairs, which is set out above, the two opinions to which Mr Rampersad refers to are recorded in writing.

25. In a meeting note dated the 7th August 2025; the respondent stated:

"Based on the damage of the vehicle it appears that the damage was made by the vehicle colliding with a post or a post like object as there is a single point of impact. If a car had hit the vehicle the damage would have been more substantial spreading along the whole of the rear of the vehicle, the extent of the damaged to the vehicle required the wheelchair ramp to be

replaced, which indicates that a sever [sic] impact had occurred. The damage is consistent with a singular impact which indicates that the vehicle hit something which means the driver of the vehicle was in control.

- The driver claimed that the vehicle damage was caused sometime from when the driver finished their shift on the 6th July to coming out the next morning (7th July) to find the vehicle damaged. In the picture provided from the driver there are no clear signs of any other damage to other parties on the floor surrounding the vehicle which has caused our suspicion on the damage."

26. The respondent asserts that the above comment was based on the opinion of the Irish business which undertook the repair work.

27. On 17th December 2025 a Mr John Read, who owns and runs a motor business which specialises in bodywork, sent an email to the respondent stating his opinion of the cause of the damage. That opinion was based on an assessment of the photograph which Mr Rees had taken. He stated as follows:

> "These findings are without prejudice.
>
> Based on the assessment carried out on the vehicle VF21 MJK, the vehicle has sustained damage to the rear bumper and tailgate area. The damage includes a noticeable dent and deformation to the centre of the rear tailgate, directly below the registration plate, as well as misalignment and creasing to the rear bumper. It must be also noted that the mechanism for the wheelchair access ramp has been damaged, and the entire ramp will need to be replaced .
> The location, shape, and nature of the damage are consistent with an impact caused while the vehicle was being manoeuvred, such as reversing into a fixed object or another vehicle. There is no visible indication of damage to surrounding vehicles or evidence to suggest the vehicle was struck while stationary by a third party.
>
> Given the position and characteristics of the damage, it is likely that the driver of the vehicle was at fault at the time the damage occurred."

28. The respondent did not call either person who provided their opinion to give evidence at this hearing. The person from the Irish business which undertook the repairs to the vehicle in August 2025 has not provided a written account for the purposes of this hearing.

29. I must therefore determine, on the civil standard of proof, whether Mr Rees' written and oral evidence before me is more likely to be reliable than the untested written opinion of Mr Read and Mr Rampersad's recollection of the opinion an employee, or employees, of the business in Ireland.

30. I will first note that Mr Rees did not cross examine either of the respondent's witnesses and Ms Nicholson did not directly accuse the claimant of giving an untruthful account of the cause of the damage albeit that accusation is implicit in the character of the respondent's case before me.

31. I make the following findings of fact pertinent to the decision I have to make;

On the evidence before me Mr Ramersad was the person who spoke to the Irish business. His recollection of the opinion of the cause of the accident was;

"I asked some questions about what they thought about the damage to the vehicle, explaining that we had been told the vehicle had been hit whilst parked. The guy said it didn't seem to have been damaged like that, and I didn't think anything more of it."

32. That account is somewhat narrower than the account recorded in the notes of Mr Peter Bailey [99] during the claimant's disciplinary meeting. From that note I record the following reasons for Mr Bailey's view of the accident's cause:

    a. "Based on the damage of the vehicle it appears that the damage was made by the vehicle colliding with a post or a post like object as there is a single point of impact. If a car had hit the vehicle the damage would have been more substantial, spreading along the whole of the rear of the vehicle,"

    b. "The damage is consistent with a singular impact which indicates that the vehicle hit something which means the driver of the vehicle was in control. "

    c. "In the picture provided from the driver there are no clear signs of any other damage to other parties on the floor surrounding the vehicle which has caused our suspicion on the damage."

    d. "The driver cannot provide any evidence that the vehicle was not damaged prior to sending the picture."

33. Of Mr Read's opinion:

"The location, shape, and nature of the damage are consistent with an impact caused while the vehicle was being manoeuvred, such as reversing into a fixed object or another vehicle.

There is no visible indication of damage to surrounding vehicles or evidence to suggest the vehicle was struck while stationary by a third party.
Given the position and characteristics of the damage, it is likely that the driver of the vehicle was at fault at the time the damage occurred."

34. It would have been of considerable assistance to me for a person of expertise, and who had seen the vehicle, to have given evidence. I do not

have that advantage. I must decide between the direct evidence of Mr Rees and reported opinion of one unnamed person and Mr Read's brief account.

35. I have some concerns about Mr Read's account. He refers to; ". It must be also noted that the mechanism for the wheelchair access ramp has been damaged, and the entire ramp will need to be replaced"

36. Mr Rampersad's evidence refers to the collection of the repaired vehicle in August 2025; some months prior to Mr Read's 17th December opinion.

37. Mr Read has either made an error or had been provided with inaccurate information. Moreover, damage to the internal ramp is not apparent on the photograph which was provided to Mr Read.

Mr Read also stated: ". There is no visible indication of damage to surrounding vehicles or evidence to suggest the vehicle was struck while stationary by a third party."

38. As both Mr Read and I, have seen the same photograph [128], I can be confident that only one other vehicle which was, and is, visible in the photograph. It is situated on the other side of the road to the respondent's vehicle, largely obscured from view, and ahead of the respondent's vehicle.

39. I find the reference to "no visible indication of damage to surrounding vehicles" somewhat misleading in that context; there is no indication of another vehicle being in close proximity to the damaged vehicle present at the location in the photograph.

40. Secondly, his opinion that; "The location, shape, and nature of the damage are consistent with an impact caused while the vehicle was being manoeuvred, such as reversing into a fixed object or another vehicle." does not seem to logically exclude the equal possibility that another vehicle caused the damage by undertaking a manoeuvre, such as reversing, into the respondent's vehicle at the same location.

41. The principal factor which contradicts the claimant's case in this respect was his own evidence about the street. He stated that the street was one way and the respondent's vehicle whilst it was stationary would have either have been hit by:

    a. The front of a vehicle's angled impact with the rear of the respondent's vehicle or,
    b. a reversing/ three point turn manoeuvre by a vehicle which had been facing against the one permitted direction of travel.

42. I note that, in Mr Rees evidence in chief, he had stated that vehicles did pass the wrong way along the street. I also take into account Mr Rampersad's comment during his evidence, that it was unlikely that a vehicle would have reversed into the respondent's vehicle unless it was travelling against the permitted direction on a one-way street; which was itself unlikely.

43. The Respondent also made the point that the claimant was dismissed for gross misconduct on the 8th August by reason of viewing his mobile phone whilst driving the respondent's vehicle with passengers onboard (who recorded a video of the claimant's conduct). That conduct evidenced a lack of care and, on the respondent's case, was indicative of the claimant's tendency to careless when driving.

44. I have further considered Mr Rees' evidence that his vehicle was fitted with a GPS tracker which recorded his vehicle's speed, locations and movements. That evidence is not before me.

45. The respondent is professionally represented, and those representatives are aware of the duty of all parties to disclose any evidence which is relevant and necessary to the determination of an issue in dispute. In the absence of such evidence, I have concluded that the respondent's records of the vehicle's movements at the material times do not assist the tribunal to determine when, or where the damage to the vehicle occurred. Had they done so the respondent's professional representatives would have disclosed such relevant evidence.

Conclusions

46. I must decide, on the balance of probabilities, whether it is more likely that Mr Rees' evidence as a witness is more reliable than the evidence of the respondent.

47. Mr Rees' evidence is a direct account of what he did and a direct denial that he was in the vehicle when it was damaged.

48. The cross examination of Mr Rees put the respondent's case by reference to the documents in the bundle (in particular the opinions as to the cause of the accident). In closing submissions, it was also argued that, by other aspects of his conduct in work, he was a person who was likely to be careless and thereby all the more likely to have been responsible for the damage.

49. The respondent's case is more than an assertion of carelessness; it is also an assertion of dishonesty; that Mr Rees fabricated an explanation for the damage to the respondent's vehicle to disguise his culpability and thereby to

avoid a deduction from his wages for the repair bill and/ or the respondent's insurance excess payment.

50. The basis for the respondent's belief is based on the opinions and judgment of two people in the automotive trade. Both opinions are from staff of businesses who benefit from the respondent's custom.

51. Only one opinion is set out in writing the other is recalled in Mr Rampersad's witness statement (which is rather different to the account set out in the respondent's notes of the 7th August meeting noted above).

52. Those opinions cast doubt Mr Ree's evidence. However, they are untested and have not been confirmed on oath or affirmation.

53. Those factors lessen my confidence in their reliability and thereby the degree to which that evidence undermines Mr Rees' reliability as a witness. As I have noted, the detailed and written opinion of Mr Read is not without error albeit I find that Mr Read was in part adopting statements made to him by the respondent.

54. Having taken to account all of the facts put in evidence, the opinions of the respondents' automotive advisors and the evidence of Mr Rees, I have reached the conclusion that I prefer his direct witness evidence because it has been tested through cross examination, has remained materially consistent with his initial version of events. The respondent's evidence which lies contrary to his case is principally untested opinion and one aspect of the claimant's oral evidence to which I have referred above.

55. In my judgment Mr Rees has proven that it was more likely than not that the accident occurred when he was not in the vehicle. Consequently the damage to the vehicle was not caused by any culpable act or omission on his part.

56. The respondent's contractual right to make the deduction from the claimant's salary was engaged when any damage to a vehicle, was the result of the claimant's carelessness, negligence or deliberate vandalism.

57. For the reasons stated above, I find that it is more likely than not that the damage to the respondent's vehicle was not caused by the carelessness, negligence of deliberate vandalism of the claimant.

58. I therefore find that the respondent made an unlawful deduction from the claimant's salary payments on July and August 2025.

59. On both occasions that deduction was in the sum of £587.50; a total of £1,175.00.

Employment Judge R F Powell

Dated: 4th April 2026

JUDGMENT SENT TO THE PARTIES ON

19 May 2026

Kacey O'Brien

FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS