

Neutral Citation Number: [2026] EAT 87

Case No: EA-2024-001406-NK

EMPLOYMENT APPEAL TRIBUNAL

Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 14 May 2026

Before:

HIS HONOUR JUDGE BEARD

Between:

MR G LEEDHAM

Appellant

- and -

ROYAL MAIL GROUP LIMITED

Respondent

The **Appellant** appeared as a litigant in person
Mr C Milsom (instructed by Weightmans LLP) for the **Respondent**

Hearing date: 14 May 2026

JUDGMENT

SUMMARY

Unlawful Deduction from Wages

The EAT dismissed the claimant’s appeal, holding that the requirement in section 8 Employment Rights Act 1996 to be “given” an itemised payslip does not require physical delivery and can be satisfied by electronic provision. Applying a purposive approach to statutory interpretation, the Tribunal found that the purpose of s.8 is to ensure transparency of pay and enable employees to understand and challenge deductions. Electronic payslips are therefore compliant in principle where the information is provided in an accessible, intelligible form, and the focus is on substance rather than the method of delivery.

On the facts, Royal Mail’s digital-only system met this requirement: the claimant had the means to access his payslips free of charge but chose not to do so, and there was no evidence of coercion, cost, or practical impediment. The EAT emphasised that compliance is fact-sensitive and a system may fail if it imposes real barriers or burdens on employees, while noting that privacy concerns could arise in other cases but were not properly before the Tribunal here. Accordingly, the appeal was dismissed.

HIS HONOUR JUDGE BEARD:

1. I shall refer to the parties as they were before the Employment Tribunal as claimant and respondent. The claimant appeals a decision that the provision of access to electronic payslips is not compatible with the requirements of the Employment Rights Act 1996 that an employee be given an itemised payslip. The claimant appears in person and Mr Milsom of counsel represents the respondent.

2. The claimant asked me to recognise the fact that the respondent had initially indicated that counsel would not be representing at this hearing and it was not until the exchange of skeleton arguments that he was made aware of this. Mr Milsom informed me that the change in who was to represent was taken at a later stage than when the representation sheet was completed. I made it clear that the representation sheet is, in any event, meant to be an administrative tool for the Employment Appeal Tribunal administration. However also that I could understand how it would surprise, particularly, a litigant in person that counsel would be involved after reading that sheet. However, that does not affect the position as a party is entitled to choose their representation.

3. The ground of appeal, I am going to read in full in the claimant's own words. It is that the judge misinterpreted section 8 of the Employment Rights Act 1996:

“Judge DN Jones states in point 1 of his reasons for the judgment that the crux of the case was the meaning of the word ‘given’ in section 8. He further states that he can find no judicial decision on what the word means in that context (point 16) and that it is not defined within section 8 (point 19).

The judge therefore goes on to interpret the word as meaning ‘giving access to’ the required information in the context of section 8 (point 19).

This is a problematic definition for the following reasons. Firstly, it is a circular definition. Secondly, had this been the intention of the drafters of section 8 they would have simply said ‘given access to’ rather than ‘given’. Thirdly, the respondent (Head of Pay Services Sergei Shkul) had agreed under cross examination that there is a difference between being ‘given’ something (car keys, in my example) and being informed of its whereabouts (‘given access to’). Fourthly, this interpretation of section 8 is so broad, and so favourable to the employer, as to render the section effectively meaningless/useless. Fifthly, even if this definition is accepted, it is arguable, given the details of the case, that the respondent is actually not ‘giving access to’ pay details at all, but conditionally providing that access in exchange for its own access to workers personal electronic devices (private property), or at the very least their use of their private property and/or unpaid time to access them.

Judge Jones reproduces in point 5 a frequently asked questions document produced by the firm. This document highlights how far from actually providing pay details the company has gone, and it stretches credulity even if we accept his ‘giving access to’ definition of section 8. It sets workers a series of tasks, to be performed in their own time (so effectively unpaid overtime), in order to receive their pay details. Download the app, go to a copy and print store, public library or university for printing. Use a web browser on either their own computer or a public library computer to access the People App website. Create an email address. Use free public Wi-Fi (which is not secure) in shops, cafes, museums libraries etc. The arrogance and corporate over-reach of the company is incredible.”

The claimant then writes:

“For my part I interpret the meaning of the word ‘given’ in section 8 as actually ‘provided with’.”

4. The judgment of the Employment Tribunal found that the claimant was employed by the respondent as an operative post grade employee. Until May 2023 the respondent provided itemised pay statements in paper form. In April 2023 the respondent notified staff that from June 2023 payslips would be provided exclusively in digital form accessible via the People App or through a web browser on other devices and that paper payslips would be retained only for employees with a disability or medical condition preventing digital access. From June 2023 the claimant did not receive paper payslips and did not access his payslips electronically notwithstanding that he owned a smart phone capable of doing so and accepted that he could also use free public facilities including a local library to view and print them.

5. The tribunal found that the claimant had no medical or other impediment to accessing a digital system and that the respondent made itemised pay information continuously available to him by electronic means since June 2023, having clearly explained how it could be accessed. The Employment Tribunal concluded that the respondent had complied with its obligation under section 8 of the Employment Rights Act 1996. It held that the statutory requirement that an itemised pay statement be given to a worker was satisfied by the provision of access to that information in electronic form relying on the persuasive authority of **Anakaa v Firstsource Solutions Ltd** [2014] IRLR 941 and applying the Interpretation Act (that is the Northern Ireland Interpretation Act.)

6. The tribunal found that the word “given” was not limited to physical delivery but encompassed making the information available in a readable, written form. The tribunal further held that, in circumstances where the claimant had no medical or practical impediment to accessing the digital system and the respondent had provided multiple means by which the information could be accessed, the statutory purpose of section 8 was met and the claim was accordingly dismissed.

7. Before the ET the claimant raised the issue of right to privacy arising from tracking elements to the application (the app) that was provided by the respondent. This was set out in his witness statement but had not been included in his claim form. The Employment Judge indicated that he could not deal with that issue as it was not raised as part of the claim. In addition, because there was no expert or technical evidence before the Judge other than that which the claimant had researched for his witness statement. Further, the respondent had been given no notice that this would be an issue. Finally, the Judge held that he did not have the expertise to deal with the issue.

8. There are significant elements of applicable case law on section 8 of the Employment Rights Act 1996, which provides as follows in so far as it is relevant:

“8(1) A worker has the right to be given by his employer, at or before the time at which any payment of wages or salary is made to him, a written itemised pay statement.”

9. In **Ridge v HM Land Registry** UKEAT/0098/10 the purpose of an itemised pay statement under section 8 of the Employment Rights Act 1996 was held to be to enable a worker to see at a glance how their pay is made up and to prevent hidden or unexplained deductions. Electronic access to payslip information was found to be not inherently inconsistent with the statutory purpose but for remedies for that under section 12(4) of the Employment Rights Act 1996 the key question is whether the deductions were unnotified, not whether they were contractually lawful as far as that case was concerned.

10. The Northern Irish case of **Anakaa v Firstsource Solutions Ltd** [2014] IRLR 941 in the Northern Ireland Court of Appeal which is, as has been pointed out, persuasive and not binding

authority to the courts and tribunals of England and Wales. The NICA held on a very similar statutory formulation to that in section 8 ERA that the statutory requirement to provide a written itemised pay statement was satisfied where the information is reproduced in a visible form on a computer screen. Online only payslips can comply with the legislation provided the employee can, in fact, access them. If the employer knows an employee has difficulty accessing online payslips it held that an alternative method must be provided.

11. In **Milsom v Leicestershire County Council** [1978] IRLR 433 it was held that for the purposes of what is now section 12 of the Employment Rights Act (it was under the predecessor 1975 Act), liability did not depend on whether deductions were lawful but again whether they were notified. **Scott v Creager** [1979] IRLR 162 confirmed that the tribunal’s jurisdiction under the payslip provisions focuses on notification, not on contractual validity of deductions.

12. The claimant referred me to the case of **Hind v Savoi Ltd**, an Employment Tribunal decision in Sheffield in case 1805115/2023. EJ James, making that decision, held that under section 8 of the Employment Rights Act 1996 the right is for the worker to be given an itemised payslip. It is not sufficient for an employer merely to make payslips available. EJ James made an explicit distinction between “given” and “made available” and held that the latter was inadequate to comply with the section. As I informed the claimant, this was not binding authority either on EJ Jones or was certainly not binding on this tribunal. It is, however, a decision that can be relied upon as persuasive, although it was argued by Mr Milsom that this was not persuasive in the circumstances because electronic formats were said to be acceptable.

13. Similarly another Employment Tribunal case, **Zhang v Wind Financial Information Ltd** decided in the Employment Tribunal of Central London, case 2205977/2018, was cited. EJ Brown held that it was unreasonable and a breach of employee privacy to require workers to install a company app on their personal smart phones where the app accesses personal data. If an employer requires use of an app, it should provide company equipment. Employees are entitled to object

reasonably to such requirements without detriment. It is, however, to be pointed out, as Mr Milsom did, that that is a case involving redundancy and the question of whether it could really be held against the claimant that he objected to installing that app when decisions were made about a dismissal.

14. I have been referred to a number of cases in relation to the interpretation of statutes. In **For Women Scotland v the Scottish Ministers** [2025] 2 WLR 879, a Supreme Court decision, it is made clear not for the first time that statutory interpretation is an objective assessment of what a reasonable legislature intended. Words derive meaning from context and legislation is presumed to be enacted by an ideal rational legislature. In **R (ex parte O) v Secretary of State for the Home Department** [2023] AC 255 there is reinforcement that the modern approach to contextual and purposive statutory interpretation is what is required in the courts. **Uber BV v Aslam** [2021] ICR 657 in the Supreme Court indicates that courts should interpret statutory language so as best to give effect to the legislative purpose even if this requires departing from a literal reading.

15. In **UBS AG v the Revenue and Customs Commissioners** [2016] 1 WLR it was held the purpose of interpretation may require disregarding facts irrelevant to the statutory purpose and the **Collector of Stamp Revenue v Arrowtown Assets Ltd** [2003] 6 ITLR 454 it was said that the ultimate question is whether legislation construed purposely was intended to apply to the transaction viewed realistically. **Milton Keynes Council v Skyline Taxi and Private Hire Ltd** [2018] PTSR 894 in the Court of Appeal it was held that statutory provisions should not be interpreted so as to require outdated manual systems where modern computerised systems fulfil the statutory objective. Courts should avoid constructions producing impracticable or commercially absurd outcomes.

16. The cases of **Ellis v Hunt** [1789] 3 ER 464, **Chaplin v Rogers** [1800] 1 East 192, **Elmore v Stone** [1809] 1 Taunt 458 and **Wrightson v McArthur and Hutchinson (1919) Ltd** [1921] 2 KB 807 collectively demonstrate that delivery and possession can be constructive rather than physical.

Actual transfer is not always required at common law. **Forsythe International UK Ltd v Silver Shipping Co Ltd (The Seatta)** [1994] 1 WLR 1334 and **Michael Gerson (Leasing) Ltd v Wilkinson** [2001] QB 514 together show that statutory concepts of possession and delivery including under the Sale of Goods Act include constructive possession and delivery which supports, it is argued, construing given in section 8 as including constructive delivery via electronic access. This is the case law to which I have applied my mind in dealing with the interpretation of the word “given” within section 8.

17. The claimant submits that section 8 of the Employment Rights Act 1996 imposes a clear and positive obligation on the employer to give a worker an itemised pay statement. The ordinary and natural meaning of the word “given”, it is said, connotes actual provision or delivery by the employer rather than the mere facilitation of access. On that footing the Employment Tribunal erred in law, it is argued, in equating “given” with “made available” or “accessible” which the claimant characterises as both circular and insufficient as a matter of statutory construction. Reliance is placed on that first instance analysis of the employment judge in **Hind v Savoi** to which I have referred. This is said to support the distinction between making a document available and actually giving it, as well as upon the elementary distinction of informing a person where something may be found is not the same as delivering it into their hands.

18. Developing that submission, the claimant contends that the tribunal’s approach impermissibly allows employers to attach conditions to the exercise of a statutory right where none appear in the legislation. A system which requires workers to possess a suitable device, download employer mandated software, or otherwise utilise their own property in order to obtain pay information is said to amount to conditional access rather than provision. Whilst accepting that section 8 does not preclude electronic payslips, the claimant maintains that the statutory duty remains one of provision. The employer must ensure that the payslip is actually given. Any arrangement which leaves the worker to overcome technological or practical barriers which shifts

the burden of access on to them fails to discharge that obligation.

19. The claimant is correspondingly critical of the tribunal's reliance on **Anakaa v Firstsource Solutions Ltd**. That case, it is said, did not directly address the present issue and was concerned with a broader context. The tribunal is further criticised for failing to engage with the practical and principle objections advanced by the claimant, particularly those relating to the requirement to use personal devices. In this regard, the claimant contends that the respondent's policy was in substance coercive. Employees were required to download an application in order to receive their payslips, subject only to limited exemptions. That, it is argued, represents an unlawful condition being placed on a statutory right.

20. The claimant also advances arguments grounded in principle. Section 8, it is said, should be read compatibly with the fundamental rights, including the respect for private life and property. Requiring employees to use their own devices potentially involving intrusive permissions or tracking is said to engage such concerns. The tribunal's failure to address these matters is said to constitute a material omission. Ultimately the claimant submits that the tribunal's interpretation undermines the statutory protection afforded by section 8 and that properly construed the provision requires the employer to ensure the actual delivery of the payslip whether physically or by equivalent means under the employee's control.

21. In reply to the respondent, the claimant submits that the respondent's position obscures the reality that its system places conditions on the statutory right upon the use of personal devices. On the tribunal's findings workers were in substance required to download an application in order to obtain their payslips, save for limited exceptions. That, it is said, is impermissibly coercive and attaches a condition to the right under section 8. The claimant further contends that the respondent's reliance on constructive delivery is misplaced. That concept arises in different commercial contexts and does not translate to the employment relationship, particularly where personal technology is concerned. Properly analysed, the respondent's approach shifts the burden

and cost of delivery on to the worker. Whilst accepting that electronic provision, for example by email, may suffice where the employer actively supplies the document, the claimant maintains that merely directing the employees to retrieve the information themselves does not amount to giving within the meaning of the statute.

22. The respondent submits that the appeal raises the single issue of statutory construction, whether the requirement in section 8 that a worker be given a pay statement is satisfied by the provision of an accessible electronic system. It supports the tribunal's conclusion that it is. The word "given" is undefined and must be construed purposively and in accordance with an updating approach to statutory interpretation. The purpose of section 8 is said to ensure transparency in pay and to enable employees to identify and challenge deductions. It is not to mandate any particular method of delivery. On that analysis, a digital system which allows employees to view, download and print their payslips, including historic records, plainly furthers the statutory purpose.

23. It was argued that the tribunal was entitled to draw support from **Anakaa**, albeit non-binding and from the broader purposive approach endorsed in the authorities such as **Uber BV v Aslam**. The respondent submits that the claimant's construction would produce impractical and potentially absurd results by validating a widespread and longstanding employment practices and would be contrary to ACAS guidance and modern expectations. The respondent further contends that the claimant's argument fails to engage with established legal concepts, including constructive delivery. Read against the background of the common law, giving a document does not invariably require physical transfer. It may be satisfied where the recipient is placed in a position to access and use the document. The analogy drawn by the claimant between locating car keys and delivery is said to be misplaced. In appropriate circumstances, even that may constitute constructive possession and delivery.

24. The respondent is also critical of the claimant's reliance on alleged coercion or human rights consideration. It submits that the tribunal made no finding of compulsion or of any material

impediment to access. On the contrary, the tribunal found that the claimant had the means to access his payslips but chose not to do so. The system was free at the point of use, widely adopted with some 86% of employees already using the application and supplemented by alternative arrangements where genuine difficulty was established. In those circumstances, the respondent submits there is no factual basis for the claimant's broader complaints.

25. Finally, the respondent emphasises the need for clarity and workability in the interpretation of section 8. The right is automatic and applies across the labour market. Employers must be able to identify with certainty how it may be discharged. A construction which requires physical delivery or the provision of employee own devices would, it is said, impose unnecessary and burdensome obligations disconnected from the statutory purpose. Properly construed, section 8 is concerned with substance rather than form and it requires the employee be afforded access to the relevant information, not that it be delivered in any particular way. On the unchallenged findings of fact, that requirement was satisfied and the appeal should therefore be dismissed.

26. In my judgment, the starting point is that the meaning of the word "given" in section 8 of the Employment Rights Act 1996 given the case law cited above as to the principles of statutory construction is to be determined by ascertaining the meaning which the statutory language would convey to a reasonable reader in its proper context and in light of its purpose. That exercise is not confined to a literal approach. Rather, it requires purposive construction which gives effect to the legislative intention, having regard to the mischief which the provision is directed at avoiding and avoiding in addition any impracticable or commercially unrealistic outcomes.

27. The evident purpose of section 8 as set out in **Ridge** is to secure transparency in pay, enabling the worker to understand in an intelligible and reasonably accessible form how remuneration has been calculated and whether any deductions have been made in the pay. Against that background, the question is not whether the payslip has been physically handed over but whether viewed realistically the employer has provided the relevant information in a manner which

fulfils that purpose.

28. It follows from that that I accept the respondent's submission that in principle the statutory obligation may be satisfied by electronic means. Consistently with the authorities recognising that delivery or provision may in an appropriate context be effective constructively, there is no requirement in section 8 that the document be physically transferred to the worker. The focus is on substance rather than form, namely whether the employee has been afforded access to the relevant information in a way which enables them to scrutinise and, if necessary, challenge it.

29. I do not accept, however, that this conclusion renders irrelevant the practical position of the individual worker. It is both correct and important to recognise that section 8 requires the information to be given in a form which the worker can in practice access. A system which, whether by reason of cost, technical barriers, or other constraints prevents an individual employee from obtaining their payslip would not satisfy the statutory purpose. Equally, a system which imposed specific or material costs on the employee as the price of access in their entitlement or which required them to undertake obligations going beyond what is reasonably incidental to receipt might in an appropriate case fall short of compliance.

30. In the present case, however, the claimant's arguments as to coercion are not borne out by the tribunal's findings of fact which are binding upon me. There was no finding that the respondent compelled employees to surrender personal data, incurred costs, or otherwise suffered any material disadvantage in order to access their payslips. On the contrary, the tribunal found that the system was free at the point of use and that the claimant had the means to access it but chose not to do so. In those circumstances, the submission that the arrangement involved unlawful coercion cannot be sustained.

31. Nor do I accept the claimant's broader contention that the requirement to utilise a device such as a smart phone of itself constitutes an impermissible condition upon the right. In modern conditions the use of ubiquitous technology of that kind may properly be regarded as no more than

an ordinary incident of everyday communication. In that respect, requiring an employee to make use of such a device is not materially different from requiring a worker, for instance in the past, to have a letterbox as a means of receiving post. It is a normal and ordinary everyday matter. It does not, without more, amount to the imposition of a legally objectionable condition upon the exercise of the statutory right.

32. That said, I would emphasise that the conclusion is fact-sensitive. There may well be circumstances in which an employer adopts a single exclusive method of provision which in practice imposes identifiable burdens or disadvantages upon employees or where an individual employee has a specific difficulty which prevents them from using that method. In such a case different considerations may arise and the question of whether the statutory purpose has been met would fall to be assessed accordingly.

33. Section 8 does not entitle an employee to insist upon a particular mode of delivery but equally does not permit an employer to adopt a method which in substance deprives the worker of the benefit of the right. I add this. The tribunal decisions relied upon by the claimant do not, in my judgment, engage with the full scope of the established approach to statutory interpretation which I have described and are, in any event, fact-specific. They do not compel a different conclusion on the facts of the present case.

34. Finally I should address briefly the potential argument in respect of Article 8 and other articles of the European Convention on Human Rights. It appears to me that where an employer insists on a particular electronic method involving a two-way exchange of data, questions may arise as to whether any consent to such arrangement is truly voluntary and whether private life is thereby engaged. However, that issue does not arise for determination in this appeal. The claimant did not advance and develop a privacy case before the tribunal and there are no findings of fact directed to such matters. In those circumstances it would be neither appropriate nor possible to reach any concluded view. I would observe, however, that where it is established that the method of provision

involves the tracking of or extraction of data from an employee's personal device, that is capable of engaging Article 8 and may, depending upon the findings of fact, lead to a different outcome.

35. Drawing these matters together and on the facts as found, I am satisfied that the respondent's system provided the claimant with access to his payslip information in a form and manner which fulfilled the statutory purpose of section 8. The appeal therefore fails and is dismissed.

36. Finally, I would wish to record my appreciation of Mr Leedham's assistance to the tribunal. His submissions were carefully prepared, thoughtfully presented and it was also clear to me that he has pursued both the claim and this appeal in good faith motivated by a genuine concern for the protection of workers' rights to which he has evidently devoted considerable personal time and effort.