



EMPLOYMENT TRIBUNALS

Claimant: Ben Brady

Respondent: Croma Security Solutions PLC

Heard at: Bristol (by CVP)

On: 7th August 2026

Before: Employment Judge Sanger

Representation

Claimant: Himself

Respondent: Mr Murphy, consultant

JUDGMENT

1. The complaint of unlawful deduction from wages was well-founded. The Respondent will pay the Claimant the gross sum of £169.07.
2. The complaint of arrears of holiday pay was well-founded. The Respondent will pay the Claimant the gross sum of £86.54.
3. The complaint of breach of contract (notice pay) was not well-founded and is dismissed.

REASONS

Background and issues

1. Mr Brady, by a claim form ET1 submitted on 11th August 2025, made the following claims:
 - a. Unlawful deduction of wages;
 - b. Breach of contract (notice pay);
 - c. Arrears of holiday pay;
 - d. Failure to provide written particulars of pay (payslips).

2. The arrears of pay claimed were Mr Brady's wages from June 2025. It was his case that he had worked for thirteen days in June 2025, but had not been paid for any work after 31st May. He claimed the full monthly wage for June.
3. Mr Brady claimed for statutory notice pay and the holiday accrued but not taken upon termination of his employment.
4. Mr Brady claimed that he had not received a payslip for June 2025 until mid-July 2025.
5. Prior to the hearing Mr Brady indicated that he no longer pursued a claim for notice pay. During the course of the hearing he was invited, by the Respondent's representative, to withdraw that claim. He declined to do so, in part because it appeared to me that he was unclear what the Respondent's advocate was inviting him to do and the claim may have been still be made out on the facts of the case as he briefly set them out. I determined that it was safer to hear the evidence.

The evidence

6. I was presented with, and took note of, two bundles, one from the Respondent and one from Mr Brady. Mr Fiorentino, CEO of the Respondent, provided a witness statement (undated) and gave oral evidence. Mr Brady provided two witness statements but relied on the second (undated). He also gave oral evidence.

Preliminary issues

7. Prior to the hearing Mr Brady asked me to deal with two matters. One was an issue relating to the bundle and the other was an application for anonymity.
8. The bundle issue related to the fact that two bundles had been provided to the Tribunal. Mr Brady and the Respondent had not agreed a single joint bundle and Mr Brady wished to refer me to documents contained in his bundle. Both parties had access to each bundle. I allowed both bundles to be referred to, as it appeared to me to be in line with the overriding objective to allow Mr Brady to refer to his evidence.
9. The application for anonymity was effectively made on the papers as neither party had anything to add to written submissions which had been made in good time.
10. Rule 49(1) and (2) of the Employment Tribunal Procedure Rules say:

(1) The Tribunal may, on its own initiative or on the application of a party, make an order with a view to preventing or restricting the public disclosure of any aspect of proceedings so far as it considers necessary in the interests of justice or in order to protect the Convention rights of any person.

(2) In considering whether to make an order under this rule, the Tribunal must give full weight to the principle of open justice and to the Convention right to freedom of expression.
11. I refused the application and gave oral reasons. It was my view that Mr Brady had not provided sufficient evidence or submissions to support his position that his convention rights would be interfered with were he to be named in a public judgment. Mr Brady's application was made on the basis of an assertion that he would suffer reputational damage if the finding of the tribunal was in favour of the Respondent. This was not supported by evidence to demonstrate how future employers may use the ET database and I took account of the fact that Mr Brady was already in employment. In addition any finding of fact set out in the judgment

would be expressed in neutral terms and supported by evidence, it was my view that the balance remained in favour of transparency.

The facts

12. The following facts are found on the balance of probabilities.

Employment

13. Mr Brady started work as an employee of the Respondent on 10th April 2025, having previously worked as a contractor, submitting invoices on behalf of his limited company. He was employed as a Design Engineer.

14. The salary was £45,000 gross per annum.

15. His contract allowed for 28 days' paid holiday a year, to include all public holidays observed in England. The holiday year ran from 1st July to 30th June.

16. According to the contract, Mr Brady was required to give the Respondent one month's notice of resignation.

17. Mr Fiorentino was the CEO of the Respondent company.

Resignation

18. Mr Brady resigned without notice on 6th June.

19. In his witness statement he had said that he did this, by way of a note, on 6th June. This was inconsistent with his oral evidence, which was that he had written the note on 6th June but had kept it in his pocket and handed it in on 11th June. Written evidence in the bundle supported a finding that the note was handed in on 6th June. Mr Brady accepting in oral evidence that he was not clear on the dates, I find it more likely than not that the note was handed in on 6th June.

20. Mr Brady did not work further to handing in his notice, other than two further days on which he agreed to complete some work on an existing project, at a client called Spectrum.

21. It does not appear to be in dispute that Mr Brady worked on Monday 2nd, Tuesday 3rd, Wednesday 4th, Thursday 5th and Friday 6th June.

22. Mr Brady gave conflicting evidence regarding the days he worked in June 2025:

- a. First witness statement: 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18 June (13 days).
- b. Schedule of loss (Feb 25): 2, 3, 4, 5, 6, 9, 10 June (7 days).
- c. Oral evidence: 2, 3, 4, 5, 6, 9, 10, 11, 16, 17, 18 June (11 days).

23. Mr Fiorentino told the Tribunal that he had not kept a record of the days worked and in his witness statement he writes that "from memory" Mr Brady worked for two days after his resignation on 6th June.

24. In oral evidence he again stated that Mr Brady worked 2 days after his resignation on 6th June but he could not recall what dates they had been.

25. On 13th June Mr Brady sent a text message to Mr Fiorentino to say that he had

had a sickness bug on 12th June but that on 13th he was feeling better and planning to go to Spectrum after collecting some antibiotics.

26. On 13th June, Mr Brady undertook work on site for a client called Spectrum. He also attended the site on 16th June with an individual by the name of Kevin, who was a newly employed engineer.
27. There is a text message in the bundle referring to Mr Brady being on his way to Spectrum to meet someone called Kevin. This was sent on 16th June. This accords with Mr Fiorentino's evidence that he sent a new employee to site with Mr Brady.
28. Given the size of the Respondent it seems inconceivable that it would not have kept a record of days worked. However, on the evidence before me, the Respondent's evidence was consistent and Mr Brady's evidence was not. I note that this was against a background of his saying that he had difficulty with getting dates right.
29. I therefore find that the dates Mr Brady worked in June were 2, 3, 4, 5, 6, 13 and 16th June. That amounts to 7 days worked.
30. It was Mr Fiorentino's oral evidence that he made it clear that he expected Mr Brady to complete these two additional days' work on a voluntary basis to put right errors. This is at odds with his witness statement in which he wrote "neither the Claimant, nor I, discussed anything in terms of paying him for his services in going back to any of the sites".
31. Mr Brady's evidence is that he understood he was to be paid for any further work and he would not have agreed to work for free.
32. Neither party has asserted that there was a suggestion at that stage that there had been any loss caused to the Respondent. The pressure Mr Brady felt was to complete work which remained unfinished. Mr Brady was entitled to be paid, subject to any later findings that might have allowed the Respondent to make deductions in accordance with clause 17.3.
33. Other than those two days, Mr Brady did not attend work. Nor does it appear that he was offered work instructions. There was no evidence presented to the Tribunal to assist me with the position taken by either party with regard to his one month notice period.
34. Further to Mr Brady's departure from the Respondent, an investigation was undertaken to establish the whereabouts of the content of his van, further to his being seen moving items from his work van to his personal van. Mr Brady was asked, in an oral conversation, to return items belonging to the Respondent. He agreed to search for the missing items but they were never recovered.
35. It was determined by the Respondent that Mr Brady had retained items valued at £1,042.49.
36. Further to Mr Brady's departure a company called Bespoke were invited to complete various jobs for the Respondent. Their invoices totalled £3,793.20.
37. The Respondent determined that the monies for the Bespoke invoices and the retained items should be deducted from Mr Brady's final pay and he was not paid for any work undertaken in June 2025. On 24th July 2025 a nil payslip was issued for June 2025. Mr Brady accepted that he had received it on or around that date.

Deductions

38. The contract allowed for the deduction of wages in the following terms:
- a. Clause 6.3: *You authorise us to deduct from your remuneration...losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness....*
 - b. Clause 17.3: *On termination of your employment, the range of tools and equipment must be returned to the Company no later than the final day of your employment. The Company retains the right to deduct the cost of any equipment that is not returned, or is returned in a damaged condition due to your actions, from your final pay.*
39. In oral evidence, Mr Fiorentino was not able to substantiate the allegation that the sums paid to Bespoke were “losses attributable to the conduct, carelessness, negligence or recklessness” of Mr Brady. The evidence contained in the bundle was a series of invoices from a company called Bespoke which amounted to £3,793.20. They contain no detail other than rates and dates. The site is not referenced, though it was Mr Fiorentino’s evidence that they relate to the Spectrum site. I note that one invoice includes work undertaken on 1st June which predates Mr Brady’s departure from the Respondent.
40. I do not accept the simple assertion of Mr Fiorentino that the invoices were incurred as a result of Mr Brady’s conduct, not least because some of the work pre-dates the apparent issues alleged with Mr Brady’s work. The Respondent did not produce sufficient evidence to supported a finding that Mr Brady’s conduct, carelessness, negligence or recklessness was the reason that the costs were incurred.
41. When I asked him questions to try and understand why Mr Fiorentino believed that Mr Brady’s conduct, carelessness, negligence, recklessness had led to the company needing to incur the costs it did, he struggled to answer the question. In his witness statement he simply said that: *“faults had been found ...with work installed by the Claimant and which experts reported to me had been caused by his conduct, carelessness, negligence or recklessness”* and that Bespoke *“confirmed their work had been necessitated by the Claimant’s conduct, carelessness, negligence or recklessness”*. Those expert reports were not provided, substantiated or even described in oral evidence.
42. Mr Brady gave consistent evidence that he had resigned because he was frustrated with progress on a project which he said needed multiple engineers and which was a far larger job than he had anticipated when he started working on it. It was his case that he could not reasonably have been expected to complete the job alone. He capably answered questions put to him in cross examination regarding the standard of his work.
43. I note that, in an email to Diana Vivicu on 23 June 2025, Mr Fiorentino referred to: *“losses incurred by the business as we have had to obtain subcontractors to complete jobs that were left unfinished and way over budget”*.
44. I find it more likely that not that issues with the systems installed at client sites were historic and some were as a result of the fact that the work he had been asked to undertake was under-resourced.
45. It is my view that the Respondent did not give sufficient consideration to an alternative finding, such as that offered by Mr Brady. The bare assertion that “experts” had “confirmed” Mr Fiorentino’s suspicion does not persuade me that a sufficiently diligent investigation into any problems with the installation was undertaken. No such report or even witness statement from anyone who attended the site is exhibited.

46. As for the allegation that Mr Brady removed items from site, the principle evidence was a series of correspondence between Mr Brady and Mr Fiorentino.
47. Mr Brady accepted that he had moved items from one van to the other: Mr Brady's evidence was that he had moved some of his own items from his company van into his own van but that he had not removed any items belonging to the Respondent. This was at the time of his resignation and there was no evidence as to how he had serviced the jobs on 13th and 16th June, what parts or equipment had been provided.
48. The Respondent provided a list of missing items. Mr Brady did not deny that they had been issued to him.
49. Mr Brady denied being asked about missing stock and equipment, however the tone of the correspondence between the two men, referring to previous conversations, indicated that Mr Brady had been asked to locate missing stock.
50. I note that, in an email to Diana Vivicu on 23 June 2025, Mr Fiorentino wrote: "*I met with Ben today and we have a number of items of missing stock which he said he would return today*". In oral evidence Mr Brady did not accept that there had been any such conversation but this was a contemporaneous recollection from Mr Fiorentino which recalls an admission made to him by Mr Brady that there was at least some "missing stock".
51. On 26th June, in a text message, Mr Brady was asked "did you go through the garage for any Croma parts that you mentioned might be there?". He confirmed that he had looked in his garage and found nothing. The tone remained light and there was no accusation made.
52. Later messages refer back to previous conversations including one on the 11th July saying "*each day we are uncovering issues on almost everything you were involved with including the missing stock*".
53. Based on the correspondence, I find it more likely than not that there was missing stock, to the value of £1,042.49, and that Mr Brady had accepted that in the course of a conversation with Mr Fiorentino.

Notice pay

54. Regarding Mr Brady's notice period and the purported withdrawal of that aspect of the claim at the outset, no evidence was advanced upon which such a claim might succeed. Mr Brady was clear that, in his mind, he had resigned at the point of submitting the letter and, although he did complete a further two days' work he did not submit that he was owed any notice pay.

The law

55. S13 Employment Rights Act 1996 provides that an employer shall not make a deduction from wages of a worker employed by him except where that is authorised by statute or contract or is otherwise agreed in writing.
56. Once it is established that there is a statutory or contractual provision under which a deduction may be authorised, the Tribunal must consider whether the deduction was justified. This involves a careful analysis of the facts as determined by the tribunal hearing the case.
57. In *Yorkshire Maintenance Company Ltd v Farr EAT 0084/09* employers were cautioned against acting as "judge and jury" when requiring employees to repay

certain costs and expenses. It was noted that there is a vast disparity in economic power between the employer and the employee.

Discussion and conclusion

Wages and holiday pay

58. Mr Brady worked for seven days in June 2025.
59. I am satisfied that the contract had been signed prior to the deductions being made and that no other written agreement was required. The relevant terms of the contract are clear and I find them to be enforceable.
60. In the absence of any express written agreement, Mr Brady was entitled to understand that any work undertaken after his resignation was undertaken under his usual contractual terms and he was entitled to be paid for them. This is notwithstanding the fact that he had, apparently, resigned without notice. His own evidence on this point was that he intended to work his notice because he hoped that matters would improve such that he might continue to work for the Respondent.
61. My preliminary finding is that Mr Brady was therefore entitled to be paid for the seven days I have set out above, and holiday pay will accrue on all those dates as per the calculation above.
62. I have calculated the amount due to him over those seven days as follows:
- a. Mr Brady's daily rate of pay was £173.08 gross.
 - b. 7 days @ £173.08 = £1,211.56 gross.

Holiday pay

63. Mr Brady was employed from 10th April 2025 until 6th June and thereafter he resigned without working his notice period, save for two days on 13th and 16th June. He therefore accrued holiday pay over 8 weeks and 3 days, or 8.4 weeks.
64. He took no booked annual leave in that time but took four bank holidays off.
65. He was entitled to leave at a rate of 28 days per year (including bank holidays).
66. Holiday accrued over that time was at a rate of 0.53 days per week. His total entitlement for the days worked was therefore 4.45 (0.53 x 8.4) which I have rounded up to 4.5 days.
67. There was, therefore, 0.5 days' holiday pay outstanding at the termination of his employment.
68. Half a day holiday pay = £86.54 gross.
69. The total due to Mr Brady before any deductions is therefore £1298.10 gross.

Deductions from pay

70. I am satisfied that the Respondent has shown that there was a lawful reason for the deduction of wages under clause 17.3. The clause is clear and unambiguous. I am satisfied that the Respondent undertook an investigation which concluded that the items were missing, that Mr Brady accepted that he had company property and, further, that it gave Mr Brady the opportunity to return the missing items.

71. The sum of £1,042.49 was therefore properly deductible from the final month's pay.
72. In respect of clause 6.3, however, I did not find the deductions in respect of the Bespoke fees to have been justified. I have set my findings out above. In light of those findings, and taking into account the relative economic positions of the employer and the employee, I find that the degree of investigation into the work that was in fact undertaken by Bespoke was insufficient to justify the withholding of that pay. The Respondent did not present evidence relating to the reason Bespoke was instructed, what they did. The assessment as to whether any flaws or incomplete work could be attributed to the conduct, carelessness, negligence or recklessness of Mr Brady was insufficient.
73. On the balance of probabilities I did not find the Respondent to have proven that the losses were.

Notice pay

74. No case was advanced with regard to Mr Brady's notice pay. That claim is therefore dismissed.

Payslips

75. Mr Brady was not in receipt of a payslip at the time that his final salary fell due. S8(1) Employment Rights Act 1996 states that '*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*'. Given that no salary was paid I make no declaration in respect of the failure to provide a payslip.
76. I note that a nil payslip was later provided to Mr Brady, detailing the deductions that had been made from his salary for June 2025.

Remedy

77. In respect of his unpaid wages the Respondent will pay the Claimant the gross sum of £169.07. That is £1,211.56 less £1,042.49.
78. In respect of holiday pay the Respondent will pay the Claimant the gross sum of £86.54.

Employment Judge Sanger
Date: 28 August 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON
16 September 2026