EMPLOYMENT TRIBUNALS

BETWEEN

Claimant	AND	**Respondent**
Mrs H Duckett		Underline Utilities & Civil Engineering Ltd

HELD AT Birmingham (remotely via CVP)

ON 22 September 2026

EMPLOYMENT JUDGE Dimbylow

Representation
For the claimant: In person
For the respondent: Mr C Flaherty, respondent's MD

JUDGMENT having been sent to the parties on 29 September 2026 and written reasons having been requested by the respondent in accordance with Rule 60 of the Employment Tribunals Rules of Procedure 2024, the following full reasons are provided:

REASONS

1. The claim. This is a claim by Mrs Hollie Duckett (the claimant) against her former employer Underline Utilities & Civil Engineering Limited (the respondent). The claim form was presented on 20 November 2025, following early conciliation through ACAS, the dates on their certificate being 1 November 2025 and 14 November 2025. In it, the claimant complained of unlawful deduction from wages pursuant to section 23 of the Employment Rights Act 1996 ("ERA"). The response form was lodged on 16 March 2026 and the claim was resisted. The tribunal gave the parties notice of today's hearing by letter dated 4 March 2026 and at the same time gave standard directions for the just disposal of the case.

2. The issues.

(i) Was the claimant a worker?

(ii) Is the claim in respect of wages?

(iii) Was the claim presented in time?

(iv) Has the employer made a deduction? This occurs when an employer pays less than the amount due on any given occasion and includes a failure to make any payment.

(v) Was the deduction authorised by statutory provision or relevant written contractual provision or agreed to in writing by the claimant before the event giving rise to the deduction?

(vi) Was it an exempt deduction?

3. Before I go on to the substantive issues in the claim, I refer to an application for an adjournment which was made by Mr Flaherty. The case was listed for 2 hours, and the application was made early in the proceedings before I had taken any evidence. Postponements are dealt with in Rule 32 of the Tribunal Rules. Any decision must be made having regard to the overriding objective found in Rule 3. I also had regard to the Employment Tribunals (England & Wales) Presidential Guidance-Seeking a Postponement of a Hearing (2013).

4. Mr Flaherty applied for a postponement on the basis that he was in Ireland attending at a funeral. Furthermore, he wanted a postponement so that he could obtain finance for the respondent's business. He said that he had been trying to obtain it for the last 12 months. He told me that he was not going to pay the claimant when he was in debt. The claimant objected to the application. I decided that it was just, fair and proportionate to refuse the application. I could see from the response form that the respondent accepted that some money was due to the claimant up until 20 October 2025. The respondent had not given notice of the application in writing. I concluded there were no exceptional circumstances arising in this case. The hearing had been listed for over 6 months. Accordingly, having given my decision to the parties we proceeded with the hearing.

5. The law relating to unpaid wages. The relevant statutory provisions in relation to the claim are to be found in sections 13 to 27 of ERA. There is no need for me to recite it all here although I quote part of section 13:

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."

6. The evidence. I received oral evidence from the claimant. The respondent through Mr Flaherty declined to give any oral evidence. I also received documents which I marked as an exhibit as follows:

C1 Claimant's bundle of 17 documents.

6. My findings of fact**.** I make my findings of fact based on the material before me considering contemporaneous documents where they exist and the conduct of those concerned at the time. I have resolved such conflicts of evidence as arose on the balance of probabilities. I have considered my assessment of the credibility of the parties and the consistency of their evidence with the surrounding facts.

7. The claimant is now 35 years of age. She commenced work with the respondent on 1 September 2025. The claimant received a statement of terms and conditions dated 1 April 2025 comprising 5 pages. It confirmed that she was appointed as an "Accounts Manager". The claimant's base was described as: "Home/Staffordshire Site/Hybrid Working." The claimant would work a 40-hour week for £40,000 per annum, together with other benefits. That document was signed by Mr Flaherty on 21 August 2025 and by the claimant on the same date. The claimant received a payslip dated 30 September 2025 confirming her pay for that month was £3,333.33 and it was paid. The claimant was given notice on 20

October 2025 that her contract would be ending with effect from 31 October 2025. From 20 October until 31 October the claimant worked from home for the respondent. The claimant received confirmation of her dismissal by letter dated 31 October 2025, signed by Mr Flaherty. It included these extracts:

"This letter confirms our discussion today that you are being laid off from your employment ……effective immediately. Unfortunately, economic conditions in the industry have resulted in downturn in work available…… We want you to know that this layoff is not a statement about your work… You have been a dedicated, contributing employee during your tenure."

8. The claimant received a payslip confirming the amount due on 31 October 2025, the gross pay again being £3,333.33.

9. In her evidence to me, the claimant confirmed the truthfulness of the contents of the claim form. In cross-examination Mr Flaherty put it to the claimant that she did not work after 20 October 2025. The claimant pointed to documents that she had provided showing that she was still working although it was from home. Mr Flaherty stated that he would pay the claimant up to 20 October 2025 but no more. The claimant rejected that suggestion. Mr Flaherty put it to the claimant that she had made up the emails that she had produced to me showing that she was working until 31 October 2025, but she denied this. Mr Flaherty then finished off with a statement rather than a question: "I don't care. You make your decision." I took it that the reference to "your" in that statement was a reference to me.

10. I invited Mr Flaherty to give evidence to me. He responded by saying: "I'm not wasting my time. I don't want to give evidence."

11. My conclusions and reasons. I now apply the law to the facts. I found that the claimant was a worker with the respondent. The claim is in respect of wages. The claim was presented in time. The respondent has made a deduction from the claimant's wages. The deduction is in the amount of £3,333.33. The deduction was not authorised by any statutory provision or written contractual provision. Furthermore, it was not agreed to in writing by the claimant. It was not an exempt deduction.

12. In coming to my conclusions in the case I had regard to how the parties presented to me. The claimant was articulate and intelligent. She presented as open and honest. She was credible and her claim was supported by the documentation provided to me. Mr Flaherty was not prepared to put himself forward to give oral evidence and be subject to cross-examination. I preferred the evidence of the claimant to the arguments put forward by Mr Flaherty which were unrealistic and unsupported by any oral or documentary evidence.

13. I concluded that the claim was well-founded, and there had been an unlawful deduction from the claimant's wages in the sum of £3,333.33. I ordered the respondent to pay that amount to the claimant.

Approved by Judge Dimbylow on 9 Oct. 2026

Notes

All judgments (apart from judgments under Rule 51) and any written full 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 here: www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/