



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr S Izgordu

**Respondent:** Easy Business Group Limited

## JUDGMENT

1. The Claimant's complaint of unauthorised deduction of wages is well-founded and succeeds. The Respondent is ordered to pay to the Claimant the gross sum of **£4,271.79**.
2. The Claimant's claim for recovery of expenses under article 3 of the ET's Extension of Jurisdiction Order 1994 is not well-founded and is dismissed.

## REASONS

### Facts

1. The Claimant presented a Claim Form on **23 September 2023** in which he complained that his former employer had failed to pay him for wages of £3,742 in respect of the period and that he was owed expenses by way of a travel allowance.
2. The proceedings were on the Respondent's office from which the Claimant was employed, with a response date of **22 November 2023**. No response was returned.
3. On **27 November 2023**, Employment Judge Aspden directed that the Claimant send further information regarding his weekly or monthly wage before and after deduction of tax and national insurance. He was also asked to identify the amount claimed as unpaid wages, how he had calculated the amount and the period of time when wages were not paid. He was further directed to identify the amount claimed as unpaid expenses and how he had calculated this.
4. The Claimant wrote to the Tribunal, on **14 December 2023** identifying his gross monthly wage as £2333.33. He said he was not paid for July or August. The Respondent has taken no part in these proceedings. Mr Izgordu attended today to represent himself. There was no attendance by the Respondent.

5. The ET1 incorrectly states the Claimant's start date as being **05 May 2023**. In fact, he was employed from **05 June 2023** to **24 August 2023**. He started as a sales associate, on an annual salary of **£21,000** but was promoted to Marketing and IT Manager with effect from **01 July 2023** on a salary of **£28,000** a year. He was provided with two written contracts reflecting the respective positions.
6. His wages were payable on the last day of each month. He soon learned from other employees that the Respondent, through its director, Jack Ryan, was unreliable and failed to pay wages on time or at all. This proved to be the case for the Claimant. On **30 June 2023**, he was expecting to be paid **£1,433.90**. However, he was paid nothing. He chased Mr Ryan only to be given excuses. Then, following a text exchange between him and Mr Ryan, on **03 July 2023** he received a payment of £100. This was followed by a further payment on **19 July 2023** of £1,333.90. That covered his salary for the period up to the end of June 2023.
7. On the next pay date, **31 July 2023**, he was to be paid **£2,333.33** gross. However, he was paid nothing. The Claimant submitted notice on **17 August 2024** to terminate his employment with effect from **24 August 2023**. The next pay day was to be on 31 August 2024, on which date the gross sum of **£1,938.46** was payable. The Claimant was also expecting his outstanding pay for July to be settled. However, nothing was paid. The outstanding gross amount due to him was **£4,271.79**.
8. There had been discussion between the Claimant and Jack Ryan regarding travel expenses. He had been told that there would be a cash allowance towards travel depending on whether he used his own car or a company car. The Claimant did visit a few customers or potential customers over the time he was employed, on about 5 or 6 occasions. Nothing was said about a travel allowance in either contract.

### Conclusions

9. The amounts of **£2,333.33** and **£1,938.46** were properly payable to the Claimant on 31 July and 31 August 2023 respectively. The failure to pay constitutes a deduction of wages on those dates for the purposes of section 13 Employment Rights Act 1996. The deductions were not required or authorised to be made by any relevant provision of the Claimant's contract and he had not previously signified in writing any consent to the deductions. The Claim of unauthorised deductions was brought in time.
10. As regards expenses, the Claimant was told that there would be a cash allowance towards travel depending on whether he used his own car or a company car. Although there was a discussion about the subject of travel allowances, and a figure of £100 a month was mentioned, I was not satisfied that there was any contractually binding agreement to that effect. Certainly nothing was set out in either of the two written contracts provided to the Claimant.
11. I was, however, satisfied that it was appropriate to declare that the Respondent had unlawfully deducted wages from the Claimant and to make an order that the Respondent pay the Claimant the amounts set out in the above judgment.

Employment Judge Sweeney  
Date: 9 January 2024