



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs Karamjeet Kaur Gill  
**Respondent:** Elegance Beauty Ltd  
**Heard at:** East London Hearing Centre (by telephone)  
**On:** 27 November 2020  
**Before:** Employment Judge Housego

## Representation

**Claimant:** In person  
**Respondent:** Pradeep Sakharelia, a director of the Respondent

## JUDGMENT

1. The name of the Respondent is amended, as above.
2. The Respondent made unlawful deductions from the Claimant's pay.
3. The Respondent is ordered to pay to the Claimant the sum of £662.41.

## REASONS

1. I clarified the legal identity of the Respondent. It is a limited company, as the Claimant's payslips show. I amended the name of the Respondent accordingly.
2. The Respondent placed the Claimant on furlough on 30 March 2020. There was a document signed recording the Claimant's consent to this. (In fact lockdown was 23 March 2020 but nothing turns on this because the claim is about June 2020.)

3. The Claimant was on furlough for the whole of April and May 2020. The Respondent paid furlough pay to the Claimant of £794.89 for each of those months.
4. The Claimant agrees that this was the correct monthly amount of furlough pay.
5. The Respondent refurbished its salon during the lockdown / furlough period.
6. The Respondent emailed the Claimant on 24 June 2020, ending her furlough with effect from 26 June 2020.
7. For June the Respondent paid the Claimant £44.47, which it calculated was for the hours worked after 25 June 2020.
8. The Respondent says that the Claimant did not come into work to help with the clearing out of the salon for the builders nor to help put it into working order, or attend the opening ceremony or training. They say they asked her to attend for training, but she did not do so, and so they did not pay her furlough pay, or make any claim to the government for furlough pay for her.
9. The Claimant resigned and left on 06 July 2020.
10. People furloughed are not permitted to work, but are allowed to be trained. Some of what the Claimant was asked to do was work.
11. The Claimant was entitled to furlough pay until her furlough ended. Whether she attended training or not is not material – it might give reason for disciplinary action but that is different. She cannot be criticised for not working, and setting up the new salon and sorting products to remove those out of date was work.
12. The Respondent says that its employees were happy to stay at home and enjoy the sunshine on 80% pay and were not helpful. But employees who were furloughed were not allowed to do any work for the employer. It was the employer who offered furlough and the employer could end it whenever it wanted, if it wanted the employees back to work. This Respondent did not end furlough for the Claimant until 26 June 2020, so the Claimant was obliged not to work for the Respondent between 01 and 25 June 2020.
13. Entitlement to furlough pay is not dependent on the employer making a claim to the government for reimbursement. The furloughed employee is entitled to the furlough pay simply because she is furloughed. In essence, the employee agreed to accept 80% of pay in return for not working, and while the scheme was in operation the employer could recover the cost of paying the furloughed employee, and was not allowed to ask the employee to work.
14. The Claimant was furloughed until 26 June 2020. That was for 25 of the 30 days in June. The furlough pay for a whole month was £794.82. To find the correct figure for the 25 days of June 2020 that figure must be divided by 30 and multiplied by 25. That is £662.41.

15. The Respondent paid the Claimant £44.47 for June 2020, but that was for hours worked after furlough ended, and so is not relevant to the period 01 – 25 June 2020.
16. So the Claimant is owed £662.41 pay for the period between 01 and 25 June 2020 (inclusive), and I order the Respondent to pay the Claimant that sum of money.

**Employment Judge Housego**  
**Date: 1 December 2020**