



EMPLOYMENT TRIBUNALS

Claimant: Nicole Dunlop

Respondent: Access All Training Ltd

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The claim of unlawful deduction of wages (arrears of pay) is well-founded and succeeds.

1.1. The Respondent is ordered to pay to the Claimant the gross sum of **£1,530**

REASONS

1. On 23 May 2022, the Claimant presented a Claim Form to the Tribunal in which she brought a complaint of unlawful deduction of wages (under section 23 Employment Rights Act 1996), against the Respondent.
2. The proceedings were served on the Respondent's registered office with a response date of 29 June 2022. However, no response was served.
3. Under rule 21 of the Tribunal Rules of Procedure 2013, where on the expiry of the time limit in rule 16 no response has been presented and no application for a reconsideration is outstanding, an employment Judge shall decide whether on the available material, a determination can properly be made of the claim or part of it. If there is, the judge shall issue a judgment, otherwise a hearing must be fixed before a judge alone.
4. The Claimant started working for the Respondent on 31 January 2022 on a rate of £8.91 per hour, working 25 hours a week. Her first pay date was 28 February 2022. Having noticed that her pay was less than it should have been she contacted her employer. She was told that they were having trouble receiving funds through the kickstart scheme. She was told by Mr Munyi Mwara, the Respondent's director, that she would be paid when funds were received. On 15 March 2022, Mr Mwara told the Claimant that at the end of March she would

be paid for the outstanding amounts owed for February and for the whole of March, irrespective of whether he had any work to give her.

5. However, the Respondent did not pay the Claimant and Mr Mwara has not responded to the Claimant's requests to contact her.
6. In the absence of any response from the Respondent, I was satisfied that I had sufficient information to enable me to conclude that wages of £1,530 were properly payable to the Claimant in respect of the months of February and March 2022 and that the Respondent had failed to pay those wages.
7. The amount is calculated as follows:

February 2022

8. The Claimant worked 25 hours a week at the rate of £8.91, amounting to £222.75 a week or £11,583 a year, or £965.25 a month. For the month of February she was paid £400.50, leaving a balance of £564.75 which was contractually owed to her but which was not paid.

March 2022

9. The Claimant worked for half of March. For the remainder of the month, she was ready and willing to work but was told she was not required to work and that this would not affect her entitlement to payment.
10. She was entitled to be paid £965.26 for that month but received nothing. Payment in respect of the outstanding February payment and the March payment was due on 28 March 2022.
11. The total amount of £1,530 was properly payable but was not paid, which amounts to an unauthorised deduction of wages. Therefore, I was able to issue a judgment against the Respondent for the amount claimed.

Employment Judge **Sweeney**

Date: 30 June 2022