EMPLOYMENT TRIBUNALS

Claimant		**Respondent**
Mr J Sutcliffe	**v**	Cedar Court Care Limited

Heard at: Cambridge Employment Tribunal
On: 4 December 2019
In Chambers: 5 December 2019

Before: Employment Judge Tynan

Members: Mr T Wilshin and Mr V Brazkiewicz

Appearances
For the Claimant: In person
For the Respondent: Mr N Johnson, Solicitor

RESERVED JUDGMENT

1. The Claimant's complaint that he was unfairly dismissed by the Respondent pursuant to Section 103A of the Employment Rights Act 1996, is not well founded and is dismissed.

2. The Tribunal declares that the Claimant's complaint that the Respondent made an unlawful deduction from his wages in contravention of section 13 of the Employment Rights Act 1996 is well founded.

3. The Tribunal Orders the Respondent to pay to the Claimant the sum of **£2,046.50** in respect of the unlawful deduction from his wages.

RESERVED REASONS

1. By a claim form presented to the Employment Tribunals on 2 November 2017, the Claimant complains that he was unfairly dismissed and that he is owed notice pay, holiday pay, arrears of pay and other payments from the Respondent.

2. The Claimant's employment with the Respondent commenced on 3 May 2016 and, according to his claim form, ended on 11 July 2017. As such, and as recorded in the Case Management Summary when this case came before the Tribunal for a Case Management Preliminary Hearing on 3 May 2018, the Claimant has insufficient length of service to pursue a complaint of 'ordinary' unfair dismissal. However, the Claimant claims that he was dismissed because he made various protected disclosures. In the circumstances, pursuant to s108(3)(ff) of the Employment Rights Act 1996, he may bring a complaint of unfair dismissal regardless of his length of service. S103A of the 1996 Act provides that it is automatically unfair to dismiss an employee for making a protected disclosure.

3. There are six alleged protected disclosures relied upon by the Claimant in support of his claim. They were identified at the Preliminary Hearing on 3 May 2018 and are recorded at paragraphs 5.1.1 to 5.1.6 of the Case Management Summary.

4. The six alleged protected disclosures were, on the Claimant's own case, made after he had given notice resigning his employment, something he confirmed both at the Preliminary Hearing and again in the course of giving evidence at Tribunal and in his closing submissions. As the four alleged protected disclosures referred to at paragraphs 5.1.3 to 5.1.6 of the Case Management Summary were made after 11 July 2017 when, according to the Claimant, his employment with the Respondent had terminated, it follows that the Claimant cannot have been dismissed (including constructively dismissed) because he made those four particular alleged disclosures.

5. The Respondent denies that the Claimant was dismissed (or constructively dismissed) and denies that it subjected him to detrimental treatment or dismissed him because he made protected disclosures. It denies in any event that the Claimant made any protected disclosures.

6. The Respondent admits that monies are owing to the Claimant. In the course of the proceedings the parties were able to agree that the Claimant is owed holiday pay of £1,012.50. The Respondent additionally accepts that there are wages due to the Claimant for July 2017 and in respect of certain training costs that were wrongly deducted from the Claimant's wages, although the sums involved are in dispute. The Respondent disputes that the Claimant is owed monies in lieu of notice and further disputes the Claimant's calculation of the sums which he claims to be owing in that regard.

7. The Claimant gave evidence in support of his claims. He had served a three-page statement dated 3 October 2018 in support of his claims. For the Respondent we heard evidence from Mr Nitesh (Nick) Somali, a Director of the Respondent. Mr Somali had made a nine-page statement. The Respondent additionally relies upon a letter from David Bridges, the Managing Director of Bridges Fire Solutions dated 4 October 2018. The letter is not signed and Mr Bridges did not attend the Tribunal to give

evidence. In the circumstances the Tribunal attaches limited weight to the letter.

8. There was a single agreed bundle of documents for the Hearing comprising 49 documents, running to 139 pages in total.

9. The Claimant and Mr Johnson made only limited submissions at the conclusion of the evidence.

Findings of Fact

10. The Claimant was employed by the Respondent as a Maintainance Person at its Cedar Court nursing home. His background is in plumbing and heating engineering, though he describes himself as someone with good all round DIY skills.

11. The Claimant was issued with a Statement of Particulars of Employment by the Respondent, a copy of which is at pages 41 – 49 of the hearing bundle. The Statement was signed and dated by the parties on 1 June 2016. In the Statement, the date of commencement of employment is stated to be 1 June 2016, though it is not in dispute that the Claimant commenced employment with the Respondent on 3 May 2016. The notice arrangements were that following successful completion of the Claimant's probationary period of 6 months he was required to give two months' notice in writing to terminate his employment. By contrast the Respondent was only required to give the Claimant one month's notice in writing. The Claimant's documented contractual hours of work were 16 hours per week, though in practice he worked longer hours; it seems that on or around 29 June 2016 the parties agreed that the Claimant would work Monday to Friday each week from 8am to 4pm, with a 30 minute break each day, as well as being on call for any problems out of hours (page 76 of the hearing bundle).

12. The Statement of Particulars of Employment contains detailed provisions regarding the repayment of training costs in the event an employee leaves the Respondent's employment within a prescribed period after attending a training course. The reference throughout the Statement is to training courses *"attended"* by an employee. We conclude that this extends to all forms of participation and is not limited to physical attendance at a training course. Many of the training activities undertaken by the Respondent's staff involve on-line courses provided through E-Learning for You.

13. The Respondent has a separate training costs agreement that it seemingly requires employees to sign whenever they participate in training. Strictly, there is no need for employees to sign that agreement given the detailed repayment arrangements contained in the Statement of Particulars of Employment, though the training costs agreement obviously stands as a record of the specific course attended by an employee, as well as its cost. In this case, the Respondent relies upon a training costs agreement purportedly signed by the Claimant on 2 May 2016, namely before he

commenced employment with the Respondent. The Tribunal was told that the original signed training costs agreement could not be found and that the Respondent only has a copy. The Claimant disputes that he was provided with the agreement, let alone that he signed it, and he contrasts his signature on that agreement with his signature on the Statement of Particulars of Employment. He believes that the signature from the Statement has been copied electronically into the training costs agreement.

14. We are mindful that we should not make findings of fraud or dishonesty against a party without there being a proper evidential basis to do so. There was no expert evidence before the Tribunal. The Claimant effectively invites the Tribunal to conclude that his signature was added to the training costs agreement by comparing the signatures on the two documents and concluding that it is the same signature. Mr Somali strongly denies any suggestion of wrongdoing. In his evidence to the Tribunal, Mr Somali recollected that the Claimant had brought both the training costs agreement and his Statement of Particulars of Employment into work early on in his employment. The Claimant had pointed out to Mr Somali that the date of commencement of employment in his Statement of Particulars of Employment was incorrect. The date was amended by hand on the Claimant's copy and signed or initialled by Mr Somali. Mr Somali's account was credible and was consistent with the fact that the date of commencement of employment was incorrectly recorded in the Statement of Particulars of Employment.

15. In the course of the Hearing, the Claimant became confused in relation to the documents on a number of occasions and at times he struggled to locate documents he was looking for. Given his confusion, but also given that the Claimant has not put forward clear evidence of fraud and/or dishonesty on the part of the Respondent, we conclude that the Claimant is mistaken in his recollection in relation to the training costs agreement. Notwithstanding the apparent similarity in the signatures on both documents, we find that the training costs agreement was provided to the Claimant before he commenced employment with the Respondent and that it was signed by him. As we set out below, this in fact works to his advantage in these proceedings.

16. In the course of the Hearing we heard evidence regarding the use of a gas tumble drier at Cedar Court in or around March 2017. The Claimant alleges that two warning labels were removed from the appliance which had identified it as potentially unsafe to use. The first label had been attached by a Service Engineer, the second label by the Claimant after he had taken steps to rectify a fault with the appliance but whilst it was awaiting further certification by the Service Engineer as safe to use. The photograph at page 116 of the hearing bundle shows the appliance with the warning labels attached to it. There is no photographic evidence of the appliance being used (or having been used) prior to the appliance being certified fit for use.

17. Any discussions the Claimant may have had with Mr Somali about the appliance on or around 10 March 2017 do not assist the Tribunal in determining the Claimant's complaints. He has not identified the discussion on 10 March 2017 as a protected disclosure, nor does he allege that he was subjected to detrimental treatment by the Respondent because of any such protected disclosure. In any event, there is no evidence before the Tribunal of poor practices or inadequate safety standards at Cedar Court. On the contrary, we accept Mr Somali's evidence, which is a matter of public record in any event, that following an unannounced inspection by the Care Quality Commission on 16 January 2018, Cedar Court received an overall rating of *"Good"*. For completeness, we further observe that if the Claimant had concerns as to Mr Somali's conduct on 10 March 2017 or believed that there were risks to health and safety, he did not resign his employment until over 9 weeks later and when he did so, he wrote,

> *"After having many enjoyable, memorable and rewarding times at Cedar Court in the period I have been employed, it has been a decision very carefully thought through… May I express my sincere thanks for the opportunity to work in your nursing home which has left me with many fond memories but has truly been a great valuable experience.*
>
> *May I wish you continued success and thank you for everything."* (page 61 of the hearing bundle)

18. There is nothing in the Claimant's initial resignation email of 15 May 2017 to suggest that the Claimant was resigning in response to the Respondent's actions, let alone that it was in response to ongoing health and safety concerns at Cedar Court. Whilst the Tribunal takes on board the Claimant's evidence that he was reliant upon a good reference from the Respondent, that still does not explain why he was so fulsome in his praise and why he saw fit to thank Mr Somali "for everything".

19. The Claimant withdrew his resignation a few days later, it seems after Mr Somali had spoken to him on 19 May 2017 and persuaded him to remain at the Respondent. The Claimant spoke with the Respondent's HR representative, Sam over the weekend of 20 and 21 May 2017. On 21 May 2017, he sent an email confirming that he was withdrawing his resignation. We further note that in response to the news that he was withdrawing his resignation Sam wrote,

> *"I know Nick is very pleased to hear of the news over the weekend".*

That does not suggest a poor working relationship.

20. Although the Claimant was persuaded to withdraw his resignation, it seems that he was still minded to seek employment elsewhere. He was open with the Respondent as to his intentions and on 31 May 2017 he asked Mr Somali if he could finish work at mid-day on 1 June 2017, as he

had the opportunity of a job interview. Sam responded approximately half an hour later thanking him for being open about the matter. However, she went on to point out that the Respondent had put on hold recruiting maintainance bank staff after the Claimant had withdrawn his resignation. In the Tribunal's view she not unreasonably pointed out that the situation needed a resolution one way or another so that both parties knew where they stood. She went on to say,

> *"I must state clearly that our preference and Nick's preference is for you to stay at Cedar Court, however, the final decision will be yours".*

21. Sam informed the Claimant that she would speak with Mr Somali and noted that ordinarily leave requests were not granted on such short notice. We consider that it was a friendly email. She was back in contact with the Claimant by email after 11am when she confirmed that Mr Somali was agreeable to the Claimant taking the afternoon of 1 June 2017 off as annual leave, but that he had asked that the matter be kept confidential.

22. At 21:35 on 6 June 2017, Mr Somali emailed the Claimant seeking an update following his interview on 1 June 2017. He wrote,

> *"However, as you will appreciate we do need to know your decision and would be grateful if you would kindly confirm the same".*

Again, we consider it was a reasonable request on Mr Somali's part.

23. The Claimant responded at 23:08 on 6 June 2017,

> *"Thank you for your kindness you have shown in helping me with this matter and I apologise for the delay. I am comfortable for you to seek a new candidate for my position and will continue to offer Cedar Court work to the best of my ability throughout my notice period.*
>
> *…I would like to express my thanks to you and Prity for the fond memories we have established at Cedar Court and this experience will leave a worthy footprint in my life."*

24. Although ambiguously worded, both parties rely upon this email as notice by the Claimant that he was resigning his employment. As we observed in relation to the Claimant's email of 15 May 2017, there was nothing in this further email to indicate that the Claimant had resigned (or was giving notice) in response to the Respondent's conduct or treatment of him, let alone because the Claimant had concerns in relation to health and safety issues at Cedar Court.

25. At 23:34 on 6 June 2017, Mr Somali responded to the Claimant acknowledging his email as confirmation of his resignation. He stated that the Respondent would be subject to a two-month notice period running

from 6 June 2017 and accordingly that his last day of employment would be 5 August 2017. He thanked the Claimant for his service.

26. On 21 June 2017, there was an email exchange between the Claimant and Mr Somali on the subject of 'Fire Doors'. The emails are at pages 74 and 75 of the hearing bundle. We note that the exchange was initiated by Mr Somali who had identified various issues requiring attention. Mr Somali asked the Claimant,

> *"Can you please look into this urgently and come back to me and report the actions carried out."*

27. Mr Somali further requested that the Claimant email Mr Somali on a weekly basis to inform him of any faults or other matters that needed rectifying. The Claimant responded to Mr Somali's email at 22:56 on 21 June 2017. Their exchange was business like, but on the face of it friendly. On the same day, Mr Somali was in email contact with the Claimant regarding an issue he had raised with regards to his National Insurance not being paid. The email is at page 75a of the hearing bundle and evidences that Mr Somali was taking the Claimant's concerns seriously and seeking to address them.

28. There was a further email exchange between the Claimant and Mr Somali in relation to the fire doors and other maintenance issues, on 3 July 2017. Again, the exchange was initiated by Mr Somali. In addition to various maintenance issues, Mr Somali requested that the Claimant did not use the maintenance book as a means of communicating maintenance issues to Mr Somali. He reiterated, as he had done in his email of 21 June 2017, that he was not at Cedar Court on a daily basis and requested that the Claimant email him directly on matters requiring management attention. It evidences again that Mr Somali takes health and safety issues seriously.

29. The Claimant responded to Mr Somali at 22:54 on 3 July 2017. In the course of addressing the maintenance issues raised by Mr Somali, he wrote,

> *"I was asked by you and also the work's co-ordinator to lock the gate in question, possibly the only mistake was not to inform you by email my justifiable reasons for not doing so, although Debbie was verbally informed on that occasion and made aware of the severity this would be in the event of fire.*
>
> *As I would like my departure from Cedar Court to be free from future concerns, may I just remind you of the works I have been associated with in alteration and amendments to the house. I am very fear full of the alterations as a competent (not qualified) person to major electric circuits. This now needs retrospectively for you to inform authorities, like Building Control and get valid certification and then any remedial action effected as I have informed you verbally in the past old circuits may not be correctly fuseable rated.*

> *Also, I would advise you the fire regulations haven't been adhered to.*
>
> *After speaking with David today, he has advised me to carry out a report closing all doors. All doors should close and leave no gaps in access of 8 mm from any given point as well as what you have detailed below and this appears that is something you wish me to do."*

30. The reference to David was to David Bridges of Bridges Fire Solutions. We have referred already to the letter dated 4 October 2018 purportedly from Mr Bridges, albeit unsigned, relied upon by the Respondent. We have already confirmed that we attach only limited weight to that letter. In any event, whilst the letter refers to works having been carried out at Cedar Court on 3 July 2017 it does not refer to any discussions between Mr Bridges and the Claimant on that day.

31. Mr Somali responded to the Claimant's email at 23:51 the same day. Amongst other things he wrote,

> *"With regards to the property, now you have raised these concerns I will have these addressed…*
>
> *Lastly, the fire doors do need to be checked. However, a recent inspection by the Fire Officer who is a Fire Inspector have not advised of any such failures and these were checked by them as you are aware. However, please carry out another check and advise."*

The evidence therefore is that Mr Somali was receptive to what the Claimant had to say and committed to acting on any health and safety concerns.

32. The Claimant claims that he made a protected disclosure in the course of his meeting with Mr Bridges on 3 July 2017. There is very limited evidence available to the Tribunal as to what they discussed. In his claim form the Claimant states,

> *"Also dated 3 July 2017, I had a conversation for advice and to express my concerns on irregularities with Dave Bridges, a fire alarms specialist, who contracts for Mr Somali who was fitting door closures at the nursing home… and I made very clear my intentions would be my duty to report contraventions to Building Control as there seemed fire safety issues as well."*

33. The matter is not dealt with in the Claimant's witness statement and he did not ask Mr Somali at Tribunal whether Mr Bridges had relayed any of the matters they had discussed to him. The Claimant has not established, on the balance of probabilities, that he disclosed to Mr Bridges on 3 July that he believed the health or safety of any individual had been, was being, or

was likely to be endangered. Further, or in the alternative, he has not established, on the balance of probabilities, that Mr Somali was aware that health and safety concerns had been expressed by the Claimant to Mr Bridges on 3 July 2017.

34. On 6 July 2017, the Claimant emailed Sam at 06:35 hours. He wrote,

> *"I am writing to inform you that I will be available for work at Cedar Court on Monday 10 July at 12:30pm. This will allow me to be able to assist me in my job search."*

35. Mr Somali responded at 06:42, stating that he was unable to authorise leave at short notice and that as was the case for all staff the Respondent required 4 weeks' notice. A few minutes later the Claimant responded stating that his contracted hours were 16 hours per week. In fact that was incorrect. As we have already noted, by 29 June 2016 the parties had agreed that the Claimant would work 37.5 hours per week. Be that as it may, the Claimant effectively asked Mr Somali to reconsider his request. The Claimant and Mr Somali met the following day, Friday 7 July 2017. On 10 July 2017, Sam emailed the Claimant at 11:19 noting her understanding that the Claimant had asked Mr Somali not to work the remainder of his notice period and to finish working at Cedar Court on 7 July 2017. She stated that this had been agreed. The Claimant responded at the end of the day stating that there had been *"a total misunderstanding"* and that his request was simply to have the morning of 10 July off for interview purposes. He stated that he had returned to work that afternoon and was willing to continue in service until 5 August. He wrote,

> *"However, it appears with reason you wish me not to return and I can only respect your wishes."*

36. Sam responded at 22:29, stating that the Respondent had not received any request for leave and that she had not authorised leave for that morning. She stated that the Claimant had effectively taken time off work without authorisation. She implicitly accepted that the employment relationship was continuing, as her email concluded,

> *"You have requested you are only contracted to work 16 hours per week and therefore I am happy to agree for you to work 16 hours per week until your last day of 5 August. To confirm, the hours of work for the remainder of your time at Cedar Court will be as follows, Monday, Wednesday, Thursday and Friday 2 – 6 pm."*

37. Having not heard from the Claimant, Sam emailed the Claimant again at 16:53 on 11 July 2017. She wrote,

> *"I have not had a reply to my email and therefore I presume you will be coming to work tomorrow as per my earlier email."*

38. The Claimant responded at 04:28 on 12 July 2017 as follows,

> *"Good morning Sam*
>
> *With due respect to you and your position within the company I am thankful for reply of your offer for me to work a total of 16 hours / week 2pm to 6pm. Regretfully in my present circumstances and importance of a work life balance I am not able to be available.*
>
> *Please could I ask for your understanding at this sensitive time."*

39. The Respondent interpreted the Claimant's email as notice that he was resigning his employment with immediate effect. We do not consider his comment, *"I am not able to be available"* to amount to notice that he was resigning his employment with immediate effect. As noted already the Claimant's email was sent at 4:28 am.

40. At 11:19 on 12 July 2017, the Respondent purported to accept the Claimant's email as confirmation that he would finish working at Cedar Court with immediate effect and that his last working day was 7 July 2017. In fact, the explanation for the comments in the Claimant's email and for the timing of the email were provided at 12:42 pm on 12 July 2017 when the Claimant submitted a medical certificate certifying him unfit for work for a period of one month by reason of depression and anxiety and work stress. Nevertheless, the Respondent continued to proceed on the basis that the Claimant had resigned his employment.

41. The Respondent issued the Claimant's P45 to him by email and post on 13 August 2017. The P45 states his leaving date as 12 July 2017. However, Sam had previously informed the Claimant that the Respondent would be treating 10 July 2017 as his last day of employment, albeit on 12 July 2017 Sam had emailed the Claimant stating,

> *"We accept your immediate resignation from Cedar Court without the need to complete the rest of your notice period. You will receive payment for any hours worked until 11 July."*

Law and Conclusions

42. Section 103A of the Employment Rights Act 1996 provides that an employee who is dismissed shall be regarded for the purposes of Part X of the Act as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee made a protected disclosure.

43. The Claimant has the burden of proving, on the balance of probabilities, that his resignation was not a voluntary act and instead that he resigned in circumstances in which he was entitled to terminate his employment without notice by reason of his employer's conduct. He has failed to discharge that burden upon him. Indeed, even now it is not clear that the

Claimant is in fact claiming that he was constructively dismissed when he gave notice resigning his employment on 15 May or 6 June 2017. He does not refer to his resignation in his claim form or his witness statement. Whilst we do not imagine that the Claimant gave notice believing the Respondent to be a faultless organisation, whatever improvements he believed could be made at Cedar Court, we are satisfied that when he resigned on 15 May 2017 and then again on 6 June 2017 this was a voluntary act on his part. There is simply no evidence to the contrary.

44. However, for the reasons set out above, we are also satisfied, on the balance of probabilities, that the Respondent dismissed the Claimant during his notice period with effect from 10 July 2017. The question for the Tribunal is what was the reason he was dismissed, specifically was it because he had made a protected disclosure?

45. Section 43B of the Employment Rights Act 1996 defines a qualifying disclosure as any disclosure of information which in the reasonable belief of the worker making the disclosure, is made in the public interest and tends to show one or more of the matters in sub-sections (a) to (f) of section 43B(1). For the reasons above, we are not satisfied that the Claimant made a qualifying disclosure to Mr Bridges on 3 July 2017. The Claimant asserts that his email of 3 July 2017 to Mr Somali was a disclosure of information which, in his reasonable belief was made in the public interest and tended to show that the health or safety of any individual had been, was being, or was likely to be endangered. It is not relevant, we think, that the Claimant's comments were in response to an email from Mr Somali in which Mr Somali had himself identified concerns in relation to the fire doors at Cedar Court and requested an improvement in how maintenance issues were communicated by the Claimant. We are satisfied that the comments referred to at paragraph 29 above, amounted to information that tended to show that health or safety was being endangered and in the circumstances that the Claimant did make a qualifying disclosure which was a protected disclosure because it was made to his employer (section 43C of the Employment Rights Act 1996).

46. However, it is abundantly clear to the Tribunal that the Claimant was dismissed not because he had made a protected disclosure but because the Respondent mistakenly believed that the Claimant was asking to be released early from his notice period and that he had then resigned his employment with immediate effect. That had nothing to do with any disclosures by the Claimant (which in any event were in response to Mr Somali's own communicated concerns), rather it was the result of a genuine misunderstanding on the Respondent's part as to his desire to leave its employment before the end of his notice period. Given that the Claimant was not dismissed by reason that he made a protected disclosure, his complaint that he was unfairly dismissed cannot succeed.

47. The last payment of wages to the Claimant was on 9 August 2017. A copy of his payslip is at page 133 of the hearing bundle. In paragraph 5 of his witness statement, Mr Somali sets out his calculation of the monies which

the Respondent accepts are due to the Claimant. We do not agree with his calculations. The Claimant worked a 37.5 hour week the week commencing 1 July 2017. He was paid at a rate of £9 per hour. That gives rise to gross earnings of £337.50. However, the Claimant was only paid £144 (gross) leaving a balance owing to him of £193.50 (gross). In addition, the Claimant is entitled to his wages in respect of the balance of his notice period. On the basis that the parties agreed with effect from 10 July 2017 that the Claimant would revert to working his original contracted hours of 16 hours per week, the Claimant is entitled to the gross sum of £576 in respect of the balance of his notice period to 5 August 2017 (4 weeks x 16 hours x £9 per hour = £576).

48. Finally, the Respondent deducted £529 from the Claimant's final salary payment in respect of training costs. Given that the Respondent relies upon the training costs agreement at page 38a of the hearing bundle in seeking to recover training costs from the Claimant, it cannot now seek to substitute a different figure in respect of the costs of the training in question. The amount in the agreement is £529. It is irrelevant that the actual cost may have been greater; an invoice at page 38b of the hearing bundle suggests that the cost to the Respondent may have been £720. The fact is that their agreement with the Claimant was that the training costs potentially recoverable from him were documented and agreed as being £529. On the basis that the Claimant's employment had terminated after 12 months, but within 18 months of completing the training, 50% of the training costs were repayable, namely the sum of £264.50. We are satisfied that the deduction of £529 was an error of computation within the meaning of section 13(4) of the Employment Rights Act 1996 and accordingly that the Respondent is not precluded from recovering the proper amount. However, it does mean that the Respondent made an unlawful deduction from the Claimant's wages in the sum of £264.50.

49. The total sum therefore due from the Respondent to the Claimant is £2,046.50, comprising holiday pay of £1,012.50, unpaid wages of £193.50, notice pay of £576 and training costs of £264.50 unlawfully deducted. We shall make an Order that the Respondent pays compensation to the Claimant in that amount.

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Employment Judge Tynan

Date: 14 January 2020

Sent to the parties on: 17.01.20

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For the Tribunal Office