



EMPLOYMENT TRIBUNALS

Claimant: Mrs. A. Anacka

Respondent: Chapel Spa Limited

Heard at: Vintry House, Bristol

On: 11th August 2017

Before: Employment Judge R. Harper

Representation

Claimant: Mrs. Anacka

Respondent: Mr. M. Louka

JUDGMENT

The claim of unlawful deduction from wages is dismissed

REASONS

1. This is a claim for alleged unlawful deduction from wages of £480. I heard evidence on affirmation from both parties and considered the documentary evidence placed before me. I considered the statement/letter from Laura Sinton but attached no weight to it as she was not called and therefore not cross examined.
2. There were three main questions to answer : was there a signed authorization for the deduction ? was the claimant put under pressure to sign ? was training provided which cost or was to the value of £480 ?
3. The claimant was employed between 23/9/16 to 20/3/17. The ET1 was filed on 28/5/17.
4. The claimant signed a Training Agreement which contained the sentence "If I fail to complete the course or I leave Chapel Spa's employment(for any reasons) either during the course or within 12 months of my completing the training, I will make the above payment to Chapel Spa representing 100% of the associated training costs." The Training Agreement shows the dates of the claimant's training and the names of

the people rostered to train her. The training was provided for three days between 24th – 26th September 2016 for 8 hours a day. On 13th December 2016 the respondent sent the claimant a letter confirming completion of the probationary period. On 20th March 2017 the claimant received an email terminating her employment. It is therefore without doubt that the claimant had ceased employment with the respondent.

5. The Claimant does not deny that the Training Agreement was signed by her and that she knew the impact of it. She took it home and discussed it with her husband before signing it. The claimant alleges that she was put under pressure to sign the Training Agreement. The evidence did not support that contention. The agreement was freely entered into. The alleged “pressure” was that she would not be able to start the job if she did not sign it. The claimant, rather curiously, has accepted that there was a lawful deduction of £160 for a one day in house training under this same clause and does not claim for this. This acceptance dilutes the veracity of her claim.
6. I am satisfied that there was a signed authority from the claimant to deduct the cost of training. I am satisfied that the claimant was not pressurized into signing it. I am satisfied that training was provided. I am satisfied that that the training associated costs were properly incurred by the respondent and lawfully deducted from the claimant’s wages. I am satisfied, as it was not challenged, that such agreements are spa industry standard.
7. The claim fails.

Employment Judge R. Harper

Date 11th August 2017

JUDGMENT & REASONS SENT TO THE PARTIES ON
14 August 2017

FOR THE TRIBUNAL OFFICE