



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr N Dixon

**Respondent:** Advanced Hair Studios Group Ltd

**Heard at:** London Central

**On:** 27 September 2017

**Before:** Employment Judge H Grewal

## Representation

**Claimant:** No appearance

**Respondent:** Mr A Dawson, Company Secretary

# JUDGMENT

1 The Claimant's complaints of unauthorised deductions from wages and breach of contract are dismissed.

2 The Respondent's breach of contract claim is well-founded and the Claimant is to pay the Respondent damages in the sum of £1,600.

3 The Claimant is to pay the Respondent £906.50 for the Respondent's preparation time in defending his claim.

# REASONS

1 Having considered all the information available, I dismissed the Claimant's claims under rule 47 of the Employment Tribunals Rules of Procedure 2013.

2 The Claimant had not presented a response to the Respondent's breach of claim which was served on him on 21 June 2017. Mark Birch and Kypros Kyprianou gave evidence in support of the Respondent's breach of contract claim. I also considered some documentary evidence. I found that the Claimant entered into an agreement with the Respondent on 31 October 2016 that if his employment ended for whatever reason (excluding redundancy) within three months of the training fees/costs of £1,600 having been incurred, he would have to repay the entirety of that sum. The Claimant was provided with the training in question. The Claimant's employment was terminated on 19 January 2017 as his performance had not reached the required standard during the probationary period. The Claimant is, therefore, obliged to repay the Respondent the training costs of £1,600.

3 The Respondent applied for a costs order or, in the alternative, a preparation time order, in respect of the time spent by Mr Dawson in defending the Claimant's claims. I concluded that some of the claims brought by the Claimant had had no reasonable prospect of success and that he had acted unreasonably in the bringing of those claim and also in the way in which he had conducted the proceedings. His claims for unfair dismissal and for redundancy pay had been struck out. The Claimant did not attend the preliminary hearing on 2 June 2017. He was ordered to provide an explanation for his non-attendance by 16 June 2017 and warned that failure to do so could lead to his claims being struck out. He did not provide any such explanation. He did not pay the deposit order in respect of his religious discrimination claim and that claim was then struck out. He did not present a response to the Respondent's breach of contract claim. He did not attend the hearing today.

4 I considered that in all the circumstances of this case that it would be appropriate to make an order for the Claimant to pay the Respondent either the costs that it had incurred or for the time it spent on preparing the case. The preparation and representation had been undertaken by Adam Dawson, who is the Company Secretary of the Respondent and is employed by Advanced Hair Studios International Ltd which provides services, including legal services, to the other companies in the Group and charges them for the services provided. The hourly rate charged for Mr Dawson's services is £150 per hour. He spent 24.5 hours in preparing for this case and one hour attending the final hearing.

5 Under rule 75 of the Employment Tribunals Rules of Procedure 2013 ("the 2013 Procedure Rules") I can make a costs order in respect of any costs incurred by the Respondent "*while legally represented or while represented by a lay representative*". Legally represented means having the assistance of a person, who could be an employee of the Respondent, who has the rights of audience in relation to any class of proceedings in any part of the Senior Courts of England and Wales, or all proceedings in county courts or magistrates' courts (rule 74(2)(a)). Mr Dawson did not claim to be a person in that category. A lay representative is someone who does not have the rights of audience but assists a party and charges that party for representation in the proceedings (rule 74(3)). I did not consider that Mr Dawson fell into that category. It would not have helped him if he had because the hourly rate for a lay representative cannot be higher than the hourly rate for a preparation time order (rule 78(2)).

6 Rule 75(2) provides,

*“A preparation time order is an order that a party (“the paying party”) makes a payment to another party (“the receiving party”) in respect of the receiving party’s preparation time while not legally represented. “Preparation time” means time spent by the receiving party (including by any employees or advisers) in working on the case, except for time spent at any final hearing.”*

I concluded that the appropriate order to make in this case was a preparation time order and I made that order for the 24.5 hours that Mr Dawson spent in preparing for the case at the rate of £37 per hour.

Employment Judge Grewal  
27 September 2017