



EMPLOYMENT TRIBUNALS

Claimant: Miss H Wilson

Respondents: 1. BHG North Limited
2. Bright Hospitality Group
3. Best Western Broadfield Park Hotel
4. Bright Hospitality Operations Limited
5. Broadfield Park Hotel Limited

HELD AT: Manchester

ON: 4 December 2017

BEFORE: Employment Judge Holmes

REPRESENTATION:

Claimant: In person

Respondents: Not in attendance

JUDGMENT

It is the judgment of the Tribunal that:

1. The first respondent unlawfully made deductions from the claimant's wages in the total sum of **£1,166.77**, and a further **£10.58**.
2. The respondent is ordered to pay the said sums to the claimant, the said sums being gross sums, from which the appropriate deductions, if any, for tax and national insurance should be made.
3. The claims against all other respondents are dismissed.

REASONS

1. The Tribunal this morning has convened to hear the claims by Miss Samantha Wilson arising out of the brief period of employment she had at the Broadfield Park Hotel in Rochdale from 12 June 2017 to 16 July 2017. The claimant in her claim form named a number of respondents, the first of which is BHG North Limited, but she also went on to name Best Western Broadfield Park Hotel, Bright Hospitality Group and Bright Hospitality Operations Limited. The fifth respondent named, Broadfield

Park Hotel Limited was dissolved in 2012. In terms of potential employers, additionally she sought to claim against to claim against an individual, Mr Zahman.

2. The Tribunal, when the claimant brought the claim against the individual, Mr Zahman, was contacted by him by letter of 19 October 2017 (or received that day) in which he responded on behalf of three of the respondents saying that the employer was NHG North Limited. The Tribunal reacted to that letter and proposed to withdraw the claim against Mr Zahman personally. The claimant in fact agreed to that and Mr Zahman was dismissed as a respondent. In terms of the other respondents, three are live limited companies, and one appears to be a trading name, the Tribunal has today has to decide which of those respondents is the correct one to the claimant's claims.

3. The claimant's claims are straightforward, and have not been contested by any of the respondents, as none of them have actually entered a response. The claimant went to work at the hotel and agreed an hourly rate of £7.05. Indeed she worked initially in June and then in July, and was in fact provided with a statement of main terms of employment. The employer in that document is named as "Best Western Broadfield Park Hotel". The Tribunal's researches, however, suggest that Best Western is a franchise operation and that no such legal entity exists. It is far more likely that another limited company, an independent limited company, was in fact the employer, and to describe the employer as Best Western Broadfield Park Hotel does not actually disclose the legal entity that employed the claimant.

4. In terms of the claimant's work in June, however, she was paid at the appropriate rate for 24 hours, and the name upon the payslip is BHG North Limited, and indeed on the bank statements that the claimant has provided, the entry that relates to the payment into her account of her pay for that month does indeed confirm that as the paying entity. So in terms of documentation, BHG North Limited appears on those documents.

5. The pay for that first month was correct, save for this: that the employer deducted some £10.58 in respect of breaks, and that is the only detail that is provided on the payslip. The claimant says that she was not allowed usually to take breaks, and in terms of justifying that deduction it would be a matter for the employer to explain why that deduction was made, and to justify it in law. Of course no respondent has actually sought to do so. So in terms of that £10.58 being deducted I am satisfied that that has not been shown to be a lawful deduction, and consequently the Tribunal will award that as part of the sums it awards.

6. The bulk of the claim, however, is for the remainder of the work that the claimant carried out in the following month, until she left on 16 July 2017 and that, she has confirmed on affirmation to me today, was 165.5 hours, which at the rate of £7.05 per hour means that she is entitled to the sum of £1,166.77, that being the sum that has been unlawfully deducted from her wages. The Tribunal accordingly will make that award, as well as the £10.58.

7. In terms of what happened after the claimant left employment, attempts were made on her behalf by her grandmother to pursue these claims and indeed she contacted ACAS and there was some communication with Mr Zahman in that regard, but the upshot has been that no payment has been made and I am satisfied,

therefore, that the claimant is entitled to be awarded these sums. The sole question is: who should be the correct respondent? The claimant has agreed, and indeed I am satisfied on the evidence, and Mr Zahman has confirmed, that the most likely employing entity is BHG North Limited , and it is against that respondent that the awards of the Tribunal will be made.

8. The claims against the remaining respondents will be dismissed but the judgment will be for £1,166.77 and £10.58 in respect of unlawful deductions from wages, which sums the respondent is ordered to pay the claimant subject to any appropriate deductions for tax and national insurance.

9. The claimant did ask about enforcement, and it is noted that there was a proposal to strike off the first respondent , which has not been actioned further, as objection has been raised. It was explained to the claimant, however, the enforcement is not a matter for the Tribunal, and she should seek further advice, and obtain the relevant guidance upon how to enforced a tribunal judgment.

Employment Judge Holmes

Dated: 4 December 2017

JUDGMENT AND REASONS SENT TO THE PARTIES ON
8 December 2017

FOR THE TRIBUNAL OFFICE



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: 2420687/2017

Name of case: Miss S Wilson v BHG North Limited

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 8 December 2017

"the calculation day" is: 9 December 2017

"the stipulated rate of interest" is: 8%

For the Employment Tribunal Office