



THE EMPLOYMENT TRIBUNALS

Claimants

Ms K E Bennet
Ms V Greaveson

Respondent

Middlesbrough Alternative Provision Ltd

JUDGMENT (Liability and Remedy) **Employment Tribunals Rules of Procedure 2013 –Rule 21**

1. The claims of unlawful deduction of wages and breach of contract are well founded. I make a declaration the respondent failed to comply with its duty under section 8 of the Employment Rights Act 1996 (the Act) but no financial remedy is awarded

2. I order to be paid by the respondent to the claimants the following

To Ms K E Bennet

Damages for breach of contract of £1632.63

Repayment of wages unlawfully deducted of £301.37

To Ms V Greaveson

Damages for breach of contract of £1437.62

Repayment of wages unlawfully deducted of £1669.29

REASONS

1. The claim was presented on 28th March 2018 and served on 4th April 2018 . A response was due by 2nd May but none was received. An Employment Judge is required by rule 21 of the Employment Tribunals Rules of Procedure 2013 to decide on the available material whether a determination can be made and , if it can, obliged to issue a judgment which may determine liability and remedy.

2. I consider the above judgment appropriate because I have sufficient information in the claim form and answers provided by the claimants in response to a request made by me to enable me to find the claims proved and to determine the sums claimed are accurate .

3. The law relating to unlawful deduction of wages is in Part 2 of the Act 1996. Such sums are awarded gross of tax. The common law provides a contract of employment may be brought to an end by notice. Dismissal without such notice is termed "wrongful". Damages for wrongful dismissal are the net pay due during the

notice period (see Addis v The Gramophone Company) less sums earned, or benefits received, in mitigation of loss .

TM Garnon Employment Judge
Date 15th May 2018