



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Miss E Baynes

v

Getaquote Limited t/a

Coversure Insurance Services (Hull)

Heard at: Hull

On: 12 July 2019

Before:

Employment Judge Rogerson

Appearance:

For the Claimant: In person

For the Respondent: No attendance

JUDGMENT having been sent to the parties on 22 July 2019 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

1. The claimant was employed by the respondent until her resignation, ending her employment on 15 February 2019.
2. From her final wages the respondent deducted the sum of £225 for “business admin NVQ Fee”.
3. This is the sum the respondent contributed to the claimant’s Advanced Apprenticeship in Business Administration NVQ level 3.
4. This “apprenticeship” is funded in the main by the college/government with a contribution made by the employer.
5. The apprenticeship agreement between the college and the respondent provides that the apprentice “cannot be asked to contribute financially to the direct cost of training, or programme, or end-point assessment. This includes both where the individual has completed the programme successfully or left the programme early”.
6. In spite of this agreement the respondent asked the claimant to sign a ‘Study Agreement’ where the claimant was required to reimburse the respondent for the costs of the course if she resigned prior to the completion.
7. The claimant did sign the agreement on 3rd April 2018.
8. She started the apprenticeship level 3 on 3rd April 2018 and completed it 27 March 2019. She resigned on 15 February 2019 before she completed the course.
9. When the deduction was made the claimant, via her tutor, informed the respondent that they were not authorised to make the deduction because of the

terms of the apprenticeship agreement and the text quoted above was provided.

10. It is disappointing that even with the intervention of the college that the respondent has not reimbursed the money leaving the claimant with no option but to pursue this complaint.
11. The respondent has not attended today emailing the Tribunal on 11 July 2019 that for unforeseen business reasons a representative would not be attending but that the hearing should go ahead on the basis of the ET3 response.
12. In the ET3 response the respondent relies upon the study agreement and denies the claimant was on an NVQ apprenticeship and suggests it is “reasonable” to enforce the terms of the agreement.
13. Section 13 of the Employment Rights Act does provide that a deduction may be authorised if “the worker has previously signified in writing his agreement or consent to the making of the deduction”. Where there is a dispute as to the justification of a deduction the Tribunal must resolve that dispute.
14. I was satisfied that the employer knew the claimant was not just on a course that they had paid for but was on an NVQ course funded in the main by the college/government and contributed in part by the employer. They knew at the time the claimant was asked to sign the agreement on 3rd April having previously entered ‘into’ a similar agreement in relation to the claimant’s NVQ 1 that the terms did not allow them to deduct money for the course from the claimant.
15. The claimant could not consent to something the employer knew they could not do. Her consent was not ‘valid’ and was not properly obtained. The deduction was not “authorised” and was an unauthorised deduction of £225 which the claimant is entitled to recover from the respondent.
16. This was the claimant’s first ‘employment’ experience and it is unfortunate the employer has decided to act in the way it did. It has also presented a response that they ought to have known was not based on fact, in light of the previous NVQ and the communications from the college forwarded to the employer explaining why the deduction could not be made. It is a credit to the claimant as a young person entering the work environment that she has had the confidence and determination to assert her rights and to pursue the claim in the Employment Tribunal. Hopefully her next experience will be a positive one.

Employment Judge Rogerson

Date: 27th September 2019