



# THE EMPLOYMENT TRIBUNALS

**Claimant**  
Ms Naomi Danskin

**Respondent**  
Bliss Nails Ltd

## JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT NORTH SHIELDS  
EMPLOYMENT JUDGE GARNON (sitting alone)

ON 1 October 2019

Appearances

For Claimant: in person

For Respondent: Ms Julie Gibson HR Consultant

### JUDGMENT

**The claim of unlawful deduction of wages is well founded. I order the respondent to repay to the claimant £ 175**

### REASONS

#### 1 Issues and Relevant Law

1.1 The claim was first presented on 10 July 2019 but rejected because the name of the respondent on the claim form was "Lisa Seferi" but on the Early Conciliation (EC) certificate was "Bliss Nails Ltd". The claimant then amended the claim to be against Bliss Nails Ltd . I accepted it on 11 July . Despite references in the claim and response to a business called " Pure Bliss" the claimant confirmed her employer was "Bliss Nails Ltd" of which Ms Seferi is a director.

1.2. The nature of the claim was difficult to make out as the claimant did not tick the box for unpaid wages but for "other payments", The text of her claim was a history of all manner of complaints she had against her employer. Today the claimant agreed her claim is of unlawful deduction of wages only in respect of £175 deducted from her final pay . The response form is also a history of all manner of complaints the employer had against the claimant. The respondent agrees it deducted from the claimant's final wages the cost of a training course but says a part of its "standard contract" is a clause authorising such deductions. There are statements in both the claim form and response form which are completely irrelevant to that claim, and will not figure at all in these reasons. The only issue is whether the authority the respondent says exists for making the deduction actually covers the deductions made. If it does not, the claim succeeds.

1.3. Part 2 of the Employment Rights Act 1996 ( the Act ) includes

*13 (1) An employer shall not make a deduction from wages of a worker employed by him unless—*

*(a) the deduction is required or **authorised to be made** by virtue of a statutory provision or a **relevant provision of the worker’s contract**, or*

*(b) **the worker has previously signified in writing his agreement or consent to the making of the deduction.***

*(2) In this section “relevant provision”, in relation to a worker’s contract, means a provision of the contract comprised—*

*(a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or*

*(b) in one or more terms of the contract .. the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.*

*(6) For the purposes of this section an agreement or consent signified by a worker does not operate to authorise the making of a deduction on account of ..., or any other event occurring, before the agreement or consent was signified.*

*23 (1) A worker may present a complaint to an employment tribunal—*

*(a) that his employer has made a deduction from his wages in contravention of section 13*

*24 (1) Where a tribunal finds a complaint under section 23 well-founded, it shall make a declaration to that effect and shall order the employer—*

*(a) in the case of a complaint under section 23(1)(a), to pay to the worker the amount of **any deduction** made in contravention of section 13,*

## **2 The Facts and My Conclusions**

2.1. I heard the evidence of Ms Seferi only. A paragraph in the statement of particulars of employment dated 22 February 2018 reads “Where you undertake external training with significant cost implications. **you will be required before commencing the course to sign a training agreement. By signing this agreement, you will agree to repay a proportion of the total cost of the course should you fail to complete the course or leave the company within a specific time period**”

2.2. Of itself, this clause does not authorise a deduction but it clearly would if read in conjunction with a signed training agreement. I was then shown a document headed “ Training Agreement” . It says the respondent agrees to meet course fees of £175 incurred in pursuing a training course. It says if the employee within one year of the date of completion of the course leaves the service of the respondent then 100% of the training costs are to be paid back and the respondent reserves the right to deduct from the employee’s wages any ‘ money owed under this agreement subject to the provisions of the Employment Rights Act 1996” Finally it says the **employee by his or her signature** agrees to the deduction of monies owed from her wages.

2.3 The Training Agreement was signed by Mr Seferi on behalf of the respondent on 8 November 2018. The claimant was given a copy to sign but did not do so.

2.4. As has recently been confirmed by the Court of Appeal an Employment Tribunal in a wages claim is entitled to construe a contract. There is no ambiguity in this one. Unless a training agreement is signed before the course, the terms of the contract do not permit any deduction. The deduction from final wages of £ i75 was unlawful and therefore I order its repayment.

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**T M Garnon EMPLOYMENT JUDGE**

**JUDGMENT SIGNED BY EMPLOYMENT JUDGE ON 1 OCTOBER 2019**