EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4107838/2019

Held at Wick on 19 February 2020

Employment Judge A Kemp

Mrs I McRitchie	**Claimant** **Represented by:** **Mrs C Keith** **Representative**
Cunningham Brora Limited	**Respondent** **Represented by:** **Mr A Akhtar** **Director**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

1. **The claimant was employed by Cunningham Brora Limited ("the respondent") and the Claim so far as directed against Mr Anees Akhtar is dismissed.**

2. **The claimant was dismissed by the respondent on 15 April 2019 under section 95(1)(d) of the Employment Rights Act 1996.**

3. **That dismissal was unfair under section 98(4) of the said Act.**

4. **The respondent made unlawful deduction from her wages under Part II of the said Act.**

5. The respondent was in repudiatory breach of contract in seeking to impose unilaterally material changes to her contract of employment.

6. The claimant had an accrued entitlement to annual leave at the date of dismissal under the Working Time Regulations 1998.

7. The respondent is ordered to make payment to the claimant of the total sum of SEVEN THOUSAND FOUR HUNDRED AND NINETY NINE POUNDS EIGHTY FIVE PENCE (£7,499.85) comprised of the following:

(i) ONE THOUSAND THREE HUNDRED AND THIRTY THREE POUNDS TWENTY SIX PENCE (£1,333.26) as a basic award for unfair dismissal,

(ii) EIGHT HUNDRED AND EIGHTY EIGHT POUNDS EIGHTY FOUR PENCE (£888.84) as damages for breach of contract,

(iii) ONE THOUSAND TWO HUNDRED AND FIFTY NINE POUNDS NINETEEEN PENCE (£1,259.19) in respect of accrued holiday pay, and

(iv) FOUR THOUSAND AND EIGHTEEN POUNDS FIFTY SIX PENCE (£4,018.56) in respect of unlawful deduction from wages.

REASONS

Introduction

1. The Claimant pursued claims of unfair dismissal, for notice pay, for holiday pay and for unlawful deduction from wages under the national minimum wage provisions. All the claims were disputed. There was also a dispute as to whether the claimant was employed by Mr Anees Akhtar as an individual, although his first name was not correctly spelt, in the Claim Form, or Cunningham Brora Limited, a company. The claim was pursued against Mr

Akhtar, and in the Response Form the issue of the correct respondent was raised. I found, as set out below, that the correct respondent was the company and that is the party referred to as the respondent in the Judgment and these Reasons.

The Issues

2. The issues before the Tribunal, agreed with the parties at the start of the hearing, were–

    1. Who was the claimant's employer?
    2. Was the Claimant dismissed?
    3. If so, when?
    4. If so, what was the reason?
    5. Was any dismissal unfair?
    6. Was the claimant dismissed in breach of contract and entitled to notice?
    7. Did the claimant have an entitlement to accrued holiday pay?
    8. Had the respondent made any unlawful deduction from the wages of the claimant under the national minimum wage provisions?
    9. In the event of any finding in favour of the Claimant what award should be made?

The Evidence

3. The Tribunal heard evidence from the claimant, and from Mr Akhtar of the respondents.

4. Documents had been produced in a bundle by each party. One such document was a letter from the respondent's accountant. It referred to the claimant's employment history, and alleged breaks in the claimant's continuity of service. I explained to the respondent at the start of proceedings that that had not been pled, as the Response Form accepted the claimant's start date, and that there

had not been fair notice, indeed any notice, to the claimant that this was to be argued. I also referred to the overriding objective, and the presumption of continuity in law. I did not therefore allow that issue to be argued, although I did allow the document to be considered and it is referred to below.

5. Prior to the evidence being heard I explained to the parties, with the claimant represented by Mrs Keith and the respondent by Mr Akhtar, neither of whom I understood to be familiar with the process, of what the giving of evidence entailed, what the process was, the need to avoid asking leading questions in examination in chief, and to put before the Tribunal all evidence considered to be relevant. I also explained that there was an opportunity to make submissions after the evidence was concluded.

The facts

6. I make the following findings in fact:

7. The claimant is Mrs Isla McRitchie. Her date of birth is 13 March 1965.

8. The claimant commenced working at a newsagents and hardware store at South Brae, Brora, known as Cunninghams, on 6 March 2013.

9. She was employed for three days per week, for three hours each day from 6.30am to 9.30am, to deliver newspapers and other items. She did so using a vehicle provided by the employer. Another member of staff worked for three days per week on the same hours each day.

10. At that stage she was employed by business operated by a sole trader. It was later incorporated as Cunningham News Limited. In July 2017 she became employed by Cunningham Brora Limited, a company incorporated under the Companies Acts under number (“the respondent”). The sole director of the respondent is Mr Anees Akhtar.

11. At no stage did her employer provide a written statement of particulars of employment under section 1 of the Employment Rights Act 1996.

12. At no stage did her employer keep records of the hours and days she worked, or of the holidays she took or requested

13. The claimant was paid weekly and in cash. In 2013 she received payslips on occasion but did not since that date. She was paid £65 per week.

14. In 2015 the claimant's working time increased to 18 hours on 6 days per week respectively after the other member of staff working the three days that she did not left. She worked all days of the week save for Sundays. She did not ever take holidays. She was paid £130 per week.

15. On 11 February 2017 during a period of icy weather the claimant had an accident in the vehicle, and was taken to hospital. She was off work for a period of about two weeks as the vehicle was not available. When she returned to work, Mr Akhtar told her that she would require to take a reduction in pay to £90 per week. Sher reluctantly accepted that, although thought it unfair. She continued to work 18 hours per week, and was paid £90 each week. There was no documentation provided by the respondent in respect of the change to pay.

16. In September 2017 the respondent agreed to increase her pay to £100 per week. She continued to work 18 hours per week. There was no documentation provided by the respondent in respect of the change to pay.

17. In about early April 2019 the claimant hurt her leg whilst working, and was signed off work by her General Practitioner for a week. She called at the respondent's premises on 5 April 2019 to inform the respondent that she would be fit to return on 8 April 2019. Mr Akhtar told her that that was all right but that she would be working for three days per week. He said that he was thinking of her. She agreed to work Monday to Wednesday, and did so on 8 – 10 April 2019.

18. On 15 April 2019 she attended for work at about 6.30am. A male person was there, doing her job. When she asked Mr Akhtar about that he said that the car was not present. She asked if he was sacking her and he replied that he was not. She asked for her P60, having requested that about two weeks previously. She then left the premises.

19. She returned to them later in the afternoon of the same day. Initially Mr Akhtar was not present, but she returned later and he was. They had a discussion. Mr Akhtar said that if she wished to work in the shop she could. The claimant did not wish to do so, as she enjoyed her driving job. She was concerned at the hours, which were not explained to her. She considered that she could not work with the respondent on the basis offered, and asked for her P45.

20. The respondent had decided not to repair the car the claimant drove for work, which was about 14 years old. The respondent had employed the male person as a driver as he had his own car, which the claimant did not.

21. The claimant's P45 AND P60 were sent to her in about May 2019.

22. Since 15 April 2019 the claimant has not worked, nor claimed benefits. She has assisted in the care of her brother, and has been undergoing physiotherapy treatment for a leg condition.

23. The respondent produced payslips created by its accountant which purported to be based on the claimant working 32.5 hours each month, and paid at the rate of the national minimum wage. Those payslips were not accurate, and were not seen by the claimant until the Final Hearing of her claim.

Claimant's submissions

24. Mrs Keith said that the claimant worked in good faith and thought that Mr Akhtar was her employer. She liked doing her round, and was well liked. She worked 18 hours per week over 6 days. She felt that she had been treated unfairly and simply sought what was her entitlement. The situation was a shame as the parties had got on well until April 2019.

Respondent's submissions

25. Mr Akhtar did not wish to make a submission, and had been told at the start that none was required.

The law

Dismissal

26. Section 95(1) of the Employment Rights Act 1996 provides:

> "**95 Circumstances in which an employee is dismissed**
>
> (1) For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2) . . ., only if)—
>
> (a) the contract under which he is employed is terminated by the employer (whether with or without notice),
>
> (b) he is employed under a contract for a fixed term and that term expires without being renewed under the same contract, or
>
> (c) he is employed under a limited-term contract and that contract terminates by virtue of the limiting event without being renewed under the same contract, or
>
> (d) the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct."

27. The terms of sub-section (d) are normally referred to as a "constructive dismissal".

28. There is a separate issue as to whether or not the contract of employment was terminated by the employee's resignation, as the respondent contended.

29. ***The IDS Handbook on Unfair Dismissal*** has the following commentary at paragraph 1.6

> "A resignation is the termination of a contract of employment by the employee. It need not be expressed in a formal way, and may be inferred from the employee's conduct and the surrounding circumstances – ***Johnson v Monty Smith Garages Ltd EAT 657/79***".

30. That case concerned a young female employee who lived in a flat owned by her employers. Following discussions about a young man who had been dismissed by the respondents for theft, who had visited both her employers' premises and her flat, she thought firstly that she had been dismissed, but secondly that she could not work for the employers any more in light of the nature of that discussion which had reduced her to tears. The Industrial Tribunal dismissed her claim. On appeal the EAT found that there had been a constructive dismissal, stating:

> "Provided that the facts and circumstances show that the party whose contract has been repudiated acts in such a way as to show that that repudiation is accepted, then that will be sufficient, whether or not the acceptance was expressed in any formal way."

31. The EAT also quoted the following passage from ***Walker v Josiah Wedgewood and Son Ltd [1978] IRLR 105***:

> "No one suggests that any formal assertion to that effect is necessary or appropriate. The question has been whether it is sufficient merely to act in such a way as to indicate that the contractual relationship will not be continued or whether it is necessary to do more than that, namely to indicate that the reason why it will not be continued is the conduct of the employer which is regarded as unjustified by the employee. If that is the effect of what is done, however informally it is done, then on any analysis it must be sufficient."

32. The onus of proving a dismissal where that was denied by the respondent falls on the claimant. From the case of ***Western Excavating Ltd v Sharp [1978] IRLR 27*** followed in subsequent authorities, in order for an employee to be able to claim constructive dismissal, four conditions must be met:

    (1) There must be a breach of contract by the employer, actual or anticipatory.

    (2) That breach must be significant, going to the root of the contract, such that it is repudiatory

(3) The employee must leave in response to the breach and not for some other, unconnected reason.

(4) She must not delay too long in terminating the contract in response to the employer's breach, otherwise she may have acquiesced in the breach.

33. In every contract of employment there is an implied term derived from ***Malik v BCCI SA (in liquidation) [1998] AC 20***, which was slightly amended subsequently. The term was held in Malik to be as follows:

> "The employer shall not without reasonable and proper cause conduct itself in a manner calculated and likely to destroy or seriously damage the relationship of confidence and trust between employer and employee."

34. In ***Baldwin v Brighton and Hove City Council [2007] IRLR 232*** the EAT held that the use of the word "and" following "calculated" in the passage quoted above was an error of transcription of the previous authorities, and that the relevant test is satisfied if either of the requirements is met such that the test should be "calculated or likely". That was reaffirmed by the EAT in ***Leeds Dental Team Ltd v Rose [2014] IRLR 8***:

> "The test does not require a Tribunal to make a factual finding as to what the actual intention of the employer was; the employer's subjective intention is irrelevant. If the employer acts in such a way, considered objectively, that his conduct is likely to destroy or seriously damage the relationship of trust and confidence, then he is taken to have the objective intention spoken of…"

35. More recently in ***Kaur v Leeds Teaching Hospitals NHS Trust [2018] EWCA Civ 978*** the Court of Appeal gave guidance in what are "last straw" cases which included as one of the tests to apply whether there was a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a repudiatory breach of the implied term of trust and confidence.

The reason

36. It is for the respondents to prove the reason for a dismissal under section 98 of the Employment Rights Act 1996 ("ERA"). The burden is on the employer.

37. In ***Abernethy v Mott Hay and Anderson [1974] ICR 323***, the following guidance was given by Lord Justice Cairns:

> "A reason for the dismissal of an employee is a set of facts known to the employer, or it may be of beliefs held by him, which cause him to dismiss the employee."

These words were approved by the House of Lords in ***W Devis & Sons Ltd v Atkins [1977] AC 931***. In ***Beatt v Croydon Health Services NHS Trust [2017] IRLR 748,*** Lord Justice Underhill observed that Lord Justice Cairns' precise wording was directed to the particular issue before that court, and it may not be perfectly apt in every case. However, he stated that the essential point is that the 'reason' for a dismissal connotes the factor or factors operating on the mind of the decision-maker which caused him or her to take that decision.

38. If the reason proved by the employer is not one that is potentially fair under section 98(2) of the Act, the dismissal is unfair in law.

Fairness

39. If the reason for dismissal is one that is potentially fair, the issue of whether it is fair or not is determined under section 98(4) of the Act and

> "depends on whether in the circumstances…..the employer acted reasonably or unreasonably in treating [that reason] as a sufficient reason for dismissing the employee, and shall be determined in accordance with equity and the substantial merits of the case."

There is no onus on either party to prove fairness or unfairness under the terms of section 98(4). The onus under that part of the section is neutral.

Dismissal in breach of contract

40. If there was a dismissal, there is then an entitlement to notice in the absence of repudiatory conduct by the employee. That is a breach of contract claim, and the statutory period of notice is five weeks for someone with the claimant's service.

Paid annual leave

41. The entitlements for paid annual leave, or holiday pay, are derived from the Working Time Directive EC/203/88, implemented into UK law by the Working Time Regulations 1998 as amended. Regulations 13 and 13A provide for a total of 5.6 weeks of paid annual leave which is capped at 28 days. Regulation 14 has provision for payment in lieu where leave has accrued at date of termination of employment. The Regulations require to be construed in accordance with their purpose where they implement the Directive (as they do for four weeks of annual leave), and having regard to the case law of the Court of Justice of the European Union. The remedy is a Claim to the Tribunal under Regulation 30.

Unlawful deduction from wages

42. The right not to have an unlawful deduction from wages made by the respondent is in section 13 of the 1996 Act. The definition of wages is in section 27 and includes any sum payable to the worker of wages. If there is an underpayment of wages, that deduction may be pursued by complaint to the Employment Tribunal under section 23. Such complaint must be commenced within three months unless there is a series of deductions under section 23(3).

43. There are minimum levels of wage that must be paid by statute. The provisions as to the national minimum wage are found in the National Minimum Wage Act 1998, with more detail provided in the National Minimum Wage Regulations 2015. The rates vary dependent on age, and are amended normally annually with effect from 1 April but in 2016 an intermediate change was made. The relevant hourly rates for someone of the claimant's age are:

- April 2019 onwards £8.23
- April 2018 – March 2019 - £7.83
- April 2017 – March 2018 - £7.50
- October 2016 to March 2017 - £7.20

Observations on the evidence

44. There was a sharp conflict in the evidence given on what days the claimant worked and what her pay had been. There was no documentation to prove that and the documents that were produced were not accurate as set out below. The issue was therefore one to be determined by the credibility and reliability of the two witnesses. I had to decide whether I preferred the evidence of one or the other of them.

45. I consider that the claimant was a credible and reliable witness. She gave her evidence in a clear, candid and moderate manner. She was clear in her evidence on the key disputed points. She was adamant that she worked six days per week, not three as the respondent claimed. She was adamant that save for initial payslips in 2013 she had not received any. She explained that she had hours reduced by 50% initially in April 2019, and was then told that the duties she had performed for 6 years were being changed entirely. She did not consider that acceptable, and left. There was no inconsistency in her evidence.

46. The evidence of Mr Akhtar for the respondent however was I concluded not reliable, and not credible. Firstly, on the issue of how many hours per week the claimant worked, it was surprising that there was a dispute at all, on a matter so simple and fundamental. The respondent produced nothing in writing to justify its position. Secondly, the respondent failed to provide a written statement of particulars after eight weeks of employment under section 1 of the Employment Rights Act 1996, which would have set out the initial position, and confirmed any changes to that in writing under section 4. The failure to

comply with that basic requirement, which is not onerous, at any stage of the employment was troubling. Thirdly, the documents that were produced included payslips that the claimant said she had never seen. When examined, they were not consistent even with the respondent's position as to the number of hours worked. That is discussed further below. Fourthly, the respondent's payslips are not accurate summaries of the sums paid to the claimant even on the respondent's own position. Fifthly, the respondent argued that the claimant had been paid in cash, weekly, at the rate of £65 per week throughout her employment save for a period of about three weeks when Mr Akhtar was ill. That was not pled nor was it put to the claimant. Finally, even if the claimant was only working for nine hours per week, as the respondent argued, the respondent was not paying the national minimum wage if it paid her £65 per week as was also claimed, at least latterly.

47. It appeared to me that if the claimant had seen payslips which were so clearly wrong, she would have raised that with the respondent. It also appeared to me that the claimant was likely to be telling the truth about her pay, being initially £130 per week, then £90 per week, and latterly £100 per week. It would be a very odd thing to make up if not true.

48. The evidence of Mr Akhtar I could not accept given all of the foregoing. His explanation when questioned was that the information was given orally to the accountants and they prepared it. I did not consider that explanation could be sufficient given the foregoing.

49. A further factor that I took into account was that initially, during the cross examination of the claimant, it was suggested that she had worked three days per week on Mondays to Wednesdays. It was later put to Mr Akhtar that the accident on 11 February 2017 had occurred on a Saturday such that that suggestion by him of working those three days only could not be right. It was then suggested in his own evidence that the days had been Thursday to Saturday. After the hearing I checked to confirm that 11 February 2017 had indeed been a Saturday. There had been no suggestion in the cross examination of the claimant that that was not the correct date of the accident,

and that evidence both supported the claimant's version of events and added to the concerns over the reliability of the evidence given by Mr Akhtar. On the evidence before me therefore I generally preferred that of the claimant on matters that were in dispute, save for that over the identity of the employer as referred to below.

Discussion

Who was the employer?

50. The evidence as a whole was that the employer was the respondent Cunningham Brora Limited. That was supported by the oral evidence of Mr Akhtar, but also the P45 and P60 given to the claimant in about May 2019. The payslips refer to that entity, albeit not shown to the claimant and which had inaccuracies as set out above. There was further supporting material in the documents the respondent produced including a letter from its accountant, which although I have commented on above on some aspects is evidence to consider and which can be taken into account. The claimant understandably thought that the employer was Mr Akhtar from the role he performed, but she did refer to the company in her Claim Form, and did also refer to that entity as a respondent in Early Conciliation. She did not provide much evidence that Mr Akhtar was the employer beyond her own understanding from her communications with him. I concluded that the employer was more likely to be the company and not Mr Akhtar as an individual.

Was there a termination of employment amounting in law to a dismissal?

51. The evidence was I concluded clear that the claimant had been working 18 hours per week from 2015. For there then to be both a cut of them by 50% and a proposed new role, entirely different from the role she had performed in all 6 years, without warning or explanation, did breach the term as to trust and confidence, and did so in a manner which met the statutory test for constructive dismissal. The claimant communicated sufficiently to the respondent that she terminated the contract because of it. There was accordingly a dismissal.

When was there any dismissal?

52. I accepted the claimant's evidence that it was on 15 April 2019, and not that of the respondent that it had been on 10 April 2019. Mr Akhtar latterly accepted that that date may have been a clerical error, as he put it.

What was the reason?

53. The reason given by Mr Akhtar for seeking to change the arrangements was that the respondent could not afford to repair the car the claimant used, and he wished to have someone to drive who could provide their own car. I concluded that that was "some other substantial reason" within the terms of section 98 of the 1996 Act, and was potentially fair.

Was the dismissal fair or unfair?

54. The basic requirement of a fair dismissal is that there be genuine consultation. There was none. The issue was presented in effect as a decision already made, in the context of an initial cut of hours, and no discussion as to the hours that working in the shop would entail. Another person had been taken on by the respondent to carry out driving duties. I am satisfied that the dismissal was in all the circumstances unfair under section 98(4). Whilst the respondent was a small business it was entirely practicable to have held discussions with the claimant about the potential need for a change, what the options for her were, and to seek her comments, before any decision was taken. That was not done, and no explanation was tendered for that.

Was the termination of employment in breach of contract?

55. I found that there was a breach of contract by the respondent, in that there was breach of the implied term set out above from the circumstances that I have described, and had matters proceeded formally such that the respondent wished either to offer amended terms of contract to replace the old, or to terminate her employment either for a failure to agree such terms or redundancy, the respondent would have been required to give the statutory

minimum notice under section 86 of the 1996 Act, which given the claimant's length of service was six weeks.

What if any holidays were due at termination?

56. The Working Time Regulations 1998 provide for an entitlement to 5.6 weeks' leave per annum. For someone working six days per week, such as the claimant, that is capped at 28 days per annum. The claimant is entitled to a pro-rata calculation of that. The respondent did not have a holiday year, and the calendar year is taken accordingly. The Regulations require leave to be used each year, and cannot be carried forward into future years under Regulation 13(9).

57. Where employment ends, the entitlement to pay for the accrued period arises under Regulation 14. The claimant worked 16 weeks, and her entitlement is accordingly 16/52 x 28, which is 8.5 days, with the fraction rounded down.

Was there a failure to pay the National Minimum/Living Wage that amounted to an unlawful deduction from wages?

58. The provisions referred to above impose terms in a contract of employment. The respondent complained that the claimant had not raised an issue about pay until after she left, but that is not the point. The minimum levels apply in law.

59. It appeared to me that the claimant was paid at correct levels until March 2017, when she was paid £135 per week for working 18 hours per day, equivalent to £7.50 per hour, but not when her pay reduced to £90 per week, although she was continuing to work 18 hours per week. The pay increased to £100 in September 2017.

60. As indicated above, even on the respondent's evidence the payslips were wrong, and revealed a breach of the provisions. They purported to state that the claimant worked 32.5 hours each month. That is the equivalent of 7.5 hours per week, on average. That is not the nine hours per week the respondent claimed.

61. In any event, if someone works either Monday to Wednesday or Thursday to Saturday, the number of days will change per month. In evidence the payslip for August 2017 was considered. If the work was Thursday to Saturday there are 13 such days in that month. Working three hours each day produced 39 hours, not 32.5.

62. Taking the admitted hours of nine and applying the national minimum wage levels, set out below, produces figures higher than those on the payslip. For August 2017 the pay was given as £243.75. For 39 hours at £7.50 the figure should have been £292.50. The respondent stated that the claimant was always paid £65 per week., but if the minimum was £7.50 that was below the minimum for nine hours, which was £67.50, and that underpayment was increased when the level of the minimum itself increased.

63. This reveals that even on the respondent's argument of nine hours' work per week the provisions as to national minimum or living wage were breached, and of course the finding I have made is that the hours worked were 18 per week not nine.

64. I also note that under the Regulations it is for the employer to keep records to show compliance, and no such records were provided.

65. I have therefore concluded that the respondent did fail to pay the national minimum, later called the national living, wage to the claimant. That underpayment commenced in April 2017 and continued every week until termination about two years afterwards. There was I consider a series of deductions under section 23(3) of the Act. There was no break in that series.

66. The sum that is due is set out below under Remedy.

Remedy

67. At the time of dismissal the claimant ought to have been paid the national living wage of £8.23 per hour, for 18 hours work per week, which is £148.14. In light of her age and years of service the basic award for unfair dismissal which is calculated under section 119 of the 1996 Act is £ £1,333,26.

68. I considered whether to make a compensatory award under section 123 of the 1996 Act. I took account firstly of the breach of contract award, and secondly of the circumstances whereby until recently the claimant has not been seeking employment. She had been undergoing physiotherapy and assisting in the care of her brother. In all the circumstances, including that the respondent's business was sold to a third party in October 2019 and that had matters been handled with proper consultation there may have been a termination by redundancy in any event (with then the basic award being replaced by a statutory redundancy payment and notice but without further payment save for the period of consultation) that no compensatory award was appropriate.

68. She is entitled to six weeks' pay as damages for breach of contract, which is the sum of £888.84.

69. In light of the basic award no award is made for redundancy, even if a redundancy payment were to be due. No award for that is therefore appropriate.

70. The entitlement to accrued annual leave is 8.5 weeks, at the weekly rate referred to above, which is the sum of £1,259.19.

71. The underpayment of the national minimum and living wage is calculated as follows:

(i) March 2017 – April 2017

18 hours per week x minimum of £7.20 =	£129.60	
Less paid	£90.00	
Underpayment per week	£39.60 x 4 weeks =	£158.40

(ii) August 2017

18 hours per week x minimum of £7.50 =	£135.00	
Less paid	£90.00	
Underpayment per week	£45.00 x 13 weeks =	£585.00

(iii) September 2017 – March 2018

18 hours per week x minimum of £7.50 =	£135.00	
Less paid	£100.00	

Underpayment per week	£35.00 x 30 weeks =	£1,050.00

(iv) April 2018 to March 2019

18 hours per week x minimum of £7.83 =	£140.94	
Less paid	£100.00	
Underpayment per week	£40.94 x 26 weeks =	£2,128.88

(v) 1 April 2019 to 15 April 2019

18 hours per week x minimum of £8.23 =	£148.14	
Less paid	£100.00	
Underpayment	£48.14 x 2 weeks =	£96.28

Total	**£4,018.56**

72. The overall total of the awards made is set out in the Judgment above.

Employment Judge: **Alexander Kemp**

Date of Judgment: **03 March 2020**

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