



# EMPLOYMENT TRIBUNALS

**Claimant**

**Respondent**

**Kelly Walpole**

**v**

**Lee Moran & Ors**

**Heard at:** Watford by CVP  
**Before:** Employment Judge Allen sitting alone

**On:** 2 December 2020

## **Appearances**

**For the Claimant:** Ms Katy Lever, FRP Advisory

**For the Respondent:** Lee Moran

## **RESERVED JUDGMENT**

**Employment Tribunals Rules of Procedure 2013 – Rule 21**

1. The claim is for
  - 1.1. unauthorised deduction from wages contrary to S13 Employment Rights Act 1996 (ERA).
  - 1.2. failure to provide a statement of initial employment particulars contrary to S1 ERA.
  - 1.3. breach of contract in respect of notice.
2. The respondent has made an unauthorised deduction from the claimant's wages and is ordered to pay the claimant the gross sum of £1,525.84.
3. The respondent failed to provide to the claimant a written statement of employment particulars contrary to S1 ERA and is ordered to pay the claimant the gross sum of £646.80.
4. The respondent was in breach of contract by dismissing the claimant without notice and the respondent is ordered to pay damages to the claimant in the gross sum of £323.40.

## REASONS

1. The claimant worked for the respondent between 19 November 2018 and 21 June 2019; 7 months and 2 days.
2. The claimant was paid on the last calendar day of each month and was due a monthly salary of £1343.16 per month rising to £1401.40 per month on 1 April 2019 (following increase of the National Minimum Wage standard rate). £323.40 per week or £46.07 per day.
3. The claimant brings a claim for the unauthorised deduction of wages for
  - 3.1 November 2018 to March 2019 - unauthorised deduction of £712.64
  - 3.2 April to March 2019 unauthorised deduction of £1,113.20.
  - 3.3 The Respondent made a single additional payment to the claimant after dismissal of £300.The outstanding amount is therefore a) + b) - c) = £1,525.84.
4. The respondent failed to provide written terms of employment contrary to S1 ERA '96.
5. The claimant was dismissed in breach of contract in respect of notice, since there was no written contract, the claimant was entitled to reasonable notice of termination.

In accordance with S86(1)a Employment Rights Act 1996 The claimant is entitled to 1 weeks' notice since she was employed for 1 month or more but less than 2 years.

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Employment Judge Allen

Date: 21<sup>st</sup> March 2021.

Sent to the parties on: 22<sup>nd</sup> March 2021  
THY

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For the Tribunal Office