



# EMPLOYMENT TRIBUNALS

BETWEEN

**CLAIMANT**

**V**

**RESPONDENT**

**Miss A De-Gale**

**Reciprocal Limited**

**Heard at:** London South  
Employment Tribunal

**On:**

6, 7 and 8 April 2021

**Before:** Employment Judge Hyams-Parish  
**Members:** Ms L Lindsay and Mr D Green

**Representation:**

**For the Claimant:**

In person

**For the Respondent:**

Mr R Clement (Counsel)

## RESERVED JUDGMENT

The unanimous Judgment of the Employment Tribunal is as follows:

- (a) The claim of automatic unfair dismissal pursuant to s.104 ERA fails and is dismissed.
- (b) The claim of race discrimination contrary to s.26 EQA fails and is dismissed.
- (c) The claim of unlawful deduction from wages pursuant to s.13 ERA fails and is dismissed.

# REASONS

## Claims and Issues

1. By a claim form presented to the Tribunal on 23 January 2019, the Claimant brought the following claims against the Respondent:
  - 1.1. Unfair dismissal contrary to s.104 Employment Rights Act 1996 (“ERA”).
  - 1.2. Racial harassment contrary to s.26 Equality Act 2010 (“EQA”).
  - 1.3. Sexual harassment contrary to s.26 EQA.
  - 1.4. Unlawful deduction from wages contrary to s.13 ERA.
2. At a previous hearing, the claim under 1.3 above was dismissed upon withdrawal by the Claimant, as she conceded that it had been brought outside the permitted time limits. The purpose of this hearing was therefore to determine only the claims at paragraphs 1.1, 1.2 and 1.4 above.
3. The Claimant claims that she was dismissed because she asserted a statutory right to a statement of terms and conditions of employment, together with commission she said she was owed. The assertions relied on were made in the email referred to at paragraph 25 below. She also claims two acts of racial harassment. All of these claims are denied by the Respondent. The Respondent says that the reason for the Claimant's dismissal was because of the Claimant's poor attendance record.
4. The following questions were agreed by the parties as those which the Tribunal needed to answer in order to determine the claims.

### **Automatic unfair dismissal (s.104 ERA)**

- 4.1. Did the Claimant allege that the Respondent had infringed a relevant statutory right within the meaning of s.104(4) ERA?
- 4.2. The allegation by the Claimant was made in an email to Ashley Hevicon on 17 December 2018 at 11.13am (paragraph 25 below) alleging that she had not been paid commission and not been given a new contract following a change to her role.
- 4.3. Was the above allegation made in good faith?

- 4.4. Was the reason (or if more than one, the principal reason) for the Claimant's dismissal that she made the allegation at paragraph 4.2 above?

**Harassment (s.26 EQA)**

- 4.5. Did the Respondent engage in unwanted conduct related to a protected characteristic? The unwanted conduct alleged by the Claimant is:

4.5.1. On a date in February/March 2017 the Claimant wore a jumper to work that had a picture of a black model on it. Andrew Jackson walked into the office, took one look at the jumper and said, "*that is a stupid jumper*".

4.5.2. On a date in October 2018, following the announcement from Prince Harry and Princess Megan that they were expecting their first child, the Claimant was in the management office speaking with Sarah Lellow when Andrew Jackson said "*Have you heard? We are having a black and ginger*", which was then repeated, and the Claimant was shown a picture by Mr Jackson of a mixed-race girl with ginger hair.

- 4.6. Did the above conduct have the purpose or effect of violating the Claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the Claimant? If it had the above effect, was it reasonable for it to have done so, taking into account the Claimant's perception and the other circumstances of the case.

**Unlawful deduction from wages (s.13 ERA)**

- 4.7. Did the Respondent make an unauthorised deduction from the Claimant's wages in accordance with s.13 ERA 1996 by deducting £145 for damage to the company mobile phone used by the Claimant. If so, did the Claimant give her consent prior to the deduction in writing and was there damage to the mobile phone.

**Practical and preliminary matters**

5. The Tribunal heard evidence from the Claimant and the following witnesses for the Respondent:
- Ms S J Lellow – Chief Executive Officer and shareholder of the Respondent ("SJL")
  - Mr A H James – Director and shareholder of the Respondent

(“AHJ”)

6. The Tribunal was referred to two bundles during the hearing. One had been prepared by the Respondent, extending to 149 pages, which contained most of the documents referred to at the hearing. The Claimant had also produced a bundle of documents that she said had not been included in the Respondent’s bundle. Whilst never ideal, and bearing in mind the Claimant was representing herself, the Tribunal took a pragmatic view and allowed the parties to refer to documents in either bundle during the hearing.
7. Witness statements were provided by the Claimant and both Respondent witnesses. As the Claimant had not referred to document page numbers in her witness statement, some time was spent at the beginning of the hearing going through the document bundle she had prepared and cross referencing them to her witness statement. This ensured that the Tribunal read and took into account all documents in her own bundle that she wanted it to consider.

**Background findings of fact**

8. The following findings of fact were reached on the balance of probabilities, having considered all of the evidence given by witnesses during the hearing, together with documents referred to by them. The Tribunal has only made those findings of fact that are necessary to determine the claims.
9. The Claimant commenced employment with the Respondent on 20 November 2017. She was initially employed as an Internal Sales Account Manager. This is confirmed in an offer letter sent to the Claimant dated 20 November 2017. At the same time, the Claimant was provided with a contract of employment. She was asked to sign the duplicate copies of the offer letter and the contract and return them to the Respondent.
10. In the above-mentioned offer letter, there is a sentence which reads as follows:

***Also outlined in Appendix A is a commission accelerator scheme which will pay at higher commission rates for over performance against target.***
11. The Claimant’s role was to generate leads and arrange meetings with potential clients. She was paid a commission of £50 for each qualified attended meeting (payable after the meeting had taken place) and £150 payable on any closed business where the original new customer was generated by the Claimant. The Claimant benefitted from the above commission structure with effect from 2 January 2018. A document headed Appendix A setting out the details of the commission scheme was

provided to the Claimant with her offer letter. The Claimant appeared to suggest that she understood Appendix A to be a contract of employment. However, the Tribunal is satisfied that it was merely an appendix to the contract of employment which dealt with the commission structure only.

12. The Claimant's employment was subject to a six-month probationary period. In January 2018, she received an end of probation pay rise early as the Respondent felt that she was doing well.
13. In February 2018, an internal sales role became available within the Respondent and the Claimant was invited to apply for it. The Claimant did so and was successful. This was considered to be a promotion for the Claimant. With this promotion, the Claimant received a significant pay rise of £7,000, which was intended to compensate the Claimant for the longer lead time for earning commission in the new role. A different commission structure applied to the new role which was based on net profit. The Respondent recognised that it could take between 3-18 months for commission payments to become due which is why they gave her a significant pay rise. Notwithstanding the above, the Tribunal finds that the Respondent continued to allow the Claimant to benefit from the existing commission structure until June 2018.
14. No new contract or commission structure document (Appendix A) was issued to the Claimant when she was promoted in February 2018. Her terms of employment therefore remained the same save for the change in salary, job role and commission structure.
15. In her evidence, SJL said that in the months leading up to June 2018, the Claimant suffered a number of personal upsets, one which related to the murder of her cousin, followed by a series of court hearings. SJL said that the Claimant was very much affected by such events, and she supported the Claimant during this period by agreeing to pay for six counselling sessions over a six-week period.
16. On 15 June 2018, the Claimant's role was again changed to Business Relationship Manager-Team Lead. The post was subject to a 6-month probationary period. This role involved managing vendor accounts and relationships to promote and create new business. For this role, a new commission structure was applicable which was subject to performance. At this point, the Claimant reported to Ashley Hevicon, a person who had been appointed as Sales Director with effect from 22 August 2016. Mr Hevicon left the Respondent on 28 June 2019.
17. In or about July 2018, the Respondent engaged a new legal advice service (RBS Mentor) which resulted in a review being carried out of their contracts of employment and staff handbook. All employees, including the Claimant, were subsequently issued with new contracts of employment as a result of

the above-mentioned review. The Claimant was issued with a revised contract on 7 August 2018, which she signed on 4 September 2018.

18. On 11 September 2018, SJL sat down with the Claimant to agree targets and discuss her commission structure. Following this discussion, the Claimant was sent a revised Appendix A setting out the new commission structure that would apply to her.
19. By December 2018, the Respondent was becoming concerned about the Claimant's lateness and attendance. On review of her attendance record, the Respondent identified that from 1 January 2018 to 29 November 2018 there had been a total of 17 days where the Claimant had either not attended work or left work early to attend medical appointments or because she felt unwell. The Respondent claimed that on other occasions the Claimant had found it necessary to take time off work (14 days in total) to deal with car or boiler problems. They claimed that there were periods of unauthorised leave (5 days) and a period of compassionate leave.
20. During the hearing, SJL was cross examined at some length about the reliability of the data referring to absences and she candidly admitted that some of the data might not be entirely accurate but retorted that if the system records were inaccurate, the Claimant had full access to her records and could have, and should have, gone in to amend them. In any event, the Tribunal accepted that, even making some allowances for errors, that her levels of attendance (i.e., the number of days when she was absent or needed to leave work early) were such that the Respondent's concerns were justified and that it was entirely appropriate to question the Claimant about them.
21. The Claimant's then line manager, Mr Hevicon, met with the Claimant on 4 December 2018 to discuss concerns about her poor attendance and followed that meeting up with a letter [74] which said as follows [sic]:

***Thank you for attending our meeting on Tuesday to discuss your attendance. I now write to confirm the outcome of the meeting, and to clarify the standard expected of you.***

***The purpose of the meeting was to discuss since January 1st of this year you have taken excessive sickness days off work including other reasons such as car and boiler problems.***

***We discussed that your conduct is unacceptable and the impact it is having on the business, and your colleagues. You were given the opportunity to provide an explanation and you explained it's been an extremely difficult year and you would like to draw a line under it and move on.***

***As discussed, the company has extended your probationary period by a further 3 months and will continue to monitor and review this issue and if matters do not improve, or further issues arise, disciplinary action may be taken which could result in you being issued with a formal warning or even dismissal.***

22. The Claimant had annual leave booked following this meeting, from 5 December 2018 until 13 December 2018. She was due to return to work on 13 December 2018.
23. The Claimant did not arrive for work on 13 December 2018 and could not be contacted throughout the day as her phone was switched off. Mr Hevicon spoke to the Claimant that evening. The Claimant claimed that this was an error on her part and that she had intended to book off 13 December 2018 as holiday as well, due to the fact she landed in the country on the day she was due in to work.
24. On 16 December 2018, there was, what the Tribunal considered to be an important email exchange between SJL and Mr Hevicon during which they discussed terminating the Claimant's employment [sic]:

**From: Sarah Lellow**  
**Sent: 16 December 2018 20:04**  
**To: Ashley Hevicon**  
**Subject: Re: Fyi Alex**

***Yes ridiculous and exhausting for all it's happened too many times now, not to mention expensive and non-productive for the company. I may call her first thing to terminate her contract or from the office.***

***Seeping in it***

**From: Ashley Hevicon**  
**Date: 16/12/2018 19:44**  
**To: Sarah Lellow**  
**Subject: Re: Fyi Alex**

***Ok Sarah, it's ridiculous, one thing after another and if she doesn't walk then I can only think of micro management by someone office based or that role becoming redundant.***

***On 16 Dec 2018, at 19:10, Sarah Lellow wrote:***

***Hi Ashley I have managed to look into this fully now and her ooo tallied to her holiday request and the wall planner I checked Friday evening also correct which she marked herself.***

***Another unauthorised day which isn't helping you and your efforts***

25. On 17 December 2018 at 11.13 the Claimant sent an email to Mr Hevicon which said as follows [sic]:

***Hi Ash,***

***I've not received any commission for many months and I'm wondering what is happening with this?***

*I took over from Mark Jenson as team lead 12 February 2018, at the time my commission was paid at £50 per appointment and £150 once first order was placed. Which was ultimately changed to 4% of the profit. My salary was increased to £28,000 and I was given a 6 month probation period.*

*I was not provided a new Appendix for this period even after requesting it several times.*

*On 11 April 2018 following a meeting with Sarah and with Peer, I was asked to manage the Peer relationship by monthly meetings and weekly calls, and that I would be paid 4% of the commission for all accounts we gave them and vice versa, Sarah had instructed all quotes to go through me, however I am aware some went direct. I managed this relationship up until October where I was told I would no longer hold this target or get paid for these opportunities. However, I have not received any payment for any opportunity that went through Peer?*

*On 7th August 2018 I was told I would also receive 4% of the profit for all new business I had handled. To date I am aware several orders have been placed by imperial college, that I have not been paid commission for. Basically, meaning I have not received any commission whatsoever in several months. I have not even been told the order values to enable me to work out what I am owed.*

*Please look into this and get back to me asap, I should have been paid for every account that went through Peer between April and October this year, as well as 4% from the profit of all orders that have come from Imperial college during the first 12 weeks of trade, as considered to be new business.*

*Kind regards,*

*Alexandra De-gale*

26. On 17 December 2018, at approximately 5pm, SJL and AHJ requested an impromptu meeting with the Claimant in the large canteen area outside the office. There was no other person in that area. The meeting, AHJ and SJL later discovered, had been recorded by the Claimant on her mobile phone.
27. SJL opened the meeting by informing the Claimant that they were going to “let her go” because of her “attendance”. In terms, they said the last straw was the Claimant's absence from work on 13 December 2018 when she knew she should have been at work on that day. SJL then terminated the Claimant's employment immediately, stating that she would pay the Claimant in lieu of notice. After some further discussion, SJL said during the meeting:

*SJL: So, are you very clear and understand why you're being dismissed today?*

*Claimant: I understand the reasons that you've given. I understand what you've come up with today, which is different to the*



*conversation that we had on Friday, but that's neither here nor there. If I could just have the relevant contact information for HR, then that'll be perfect.*

28. After some conversation about commission, the following was said [sic]:

*Claimant: I find it unfortunate also, Andrew. There's a few things considering we're on the conversation. There's a few things that I will be taking up with HR; i.e. the racial comments that you made, i.e. when the prince and the princess announced that they were having a baby. And you were walking around showing a picture laughing saying, "We're having a black and ginger." I was very uncomfortable. When I first purchased this jumper and I wore it to work, you looked at it and said, "That's a stupid jumper." I was very uncomfortable, and you did sort of ... ..*

*AHJ: No, no..*

*Claimant: Andrew, do not, because I [unintelligible]*

*AHJ: I've never seen that jumper.*

*Claimant: You did. You did in February, Andrew. I've got the date logged. I've got it all logged anyway. So, I mean, we will be taking it up with HR. And if I could just get the relevant contact details, we wouldn't need to further this conversation.*

29. The meeting did not end well. The Tribunal accepted AHJ's evidence that he picked up a phone which he thought was the work phone, but which the Claimant said was her own phone. There appears to have been a slight tussle over the phone and the Claimant made an allegation of assault which was not taken further. The Tribunal did not consider it necessary to make any further findings of fact in relation to the interview, save as set out above.

### **Relevant legal principles**

#### **Section 104 ERA 1996 – Dismissal for asserting a statutory right**

30. The right not to be dismissed for asserting a statutory right is set out in s.104 ERA which states:

**(1)** An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee—**(b)** alleged that the employer had infringed a right of his which is a relevant statutory right.

**(2)** It is immaterial for the purposes of subsection (1)—

**(a)** whether or not the employee has the right, or

**(b)** whether or not the right has been infringed.

but, for that subsection to apply, the claim to the right and that it has been infringed must be made in good faith.

### **Section 1 ERA 1996 - The right to written particulars**

31. The right to written statement of particulars of employment is provided at s.1 ERA 1996:

*(1) Where an employee begins employment with an employer, the employer shall give to the employee a written statement of particulars of employment.*

*(2) The statement may (subject to section 2(4)) be given in instalments and (whether or not given in instalments) shall be given not later than two months after the beginning of the employment.*

### **Section 26 EQA 2010 - Harassment**

32. Section 26 EQA sets out the right not to suffer harassment:

*(1) A person (A) harasses another (B) if –*

*(a) A engages in unwanted conduct related to a relevant protected characteristic, and*

*(b) the conduct has the purpose or effect of –*

*(i) violating B's dignity, or*

*(ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B.*

*(4) In deciding whether the conduct has the effect referred to in section (1)(b), each of the following must be taken into account –*

*(a) the perception of B;*

*(b) the other circumstances of the case;*

*(c) whether it is reasonable for the conduct to have that effect.*

33. The Equality and Human Rights Commission Code of Practice on Employment (2011) (“the Code”) suggests the term “unwanted” means essentially the same as “unwelcome” or “uninvited”. “Unwanted” does not mean that express objection must be made to the conduct before it is deemed to be unwanted. A serious one-off incident can amount to harassment.

34. In **Pemberton v Inwood [2018] IRLR 542, CA** Underhill LJ re-formulated his earlier guidance in **Richmond Pharmacology v Dhaliwal [2009] IRLR 336, EAT**, as follows:

*In order to decide whether any conduct falling within sub -paragraph (1)(a) of section 26 EQA has either of the proscribed effects under sub -paragraph (1)(b), a tribunal must consider both (by reason of sub-section 4(a)) whether the putative victim perceives themselves to have suffered the effect in question (the subjective question) and (by reason of sub -section 4(c)) whether it was reasonable for the conduct to be regarded as having that effect (the objective question). It must also take into account all the other circumstances (subsection 4(b)). The relevance of the subjective question is that if the claimant does not perceive their dignity to have been violated, or an adverse environment created, then the conduct should not be found to have had that effect. The relevance of the objective question is that if it was not reasonable for the conduct to be regarded as violating the claimant's dignity or creating an adverse environment for him or her, then it should not be found to have done so.*

35. In deciding whether conduct had that effect, each of the following must be taken into account:
- 35.1. The perception of the worker; that is, did they regard it as violating their dignity or creating an intimidating (etc.) environment for them. This part of the test is a subjective question and depends on how the worker regards the treatment.
  - 35.2. The other circumstances of the case; circumstances that may be relevant and therefore need to be taken into account can include the personal circumstances of the worker experiencing the conduct; for example, the worker's health, including mental health; mental capacity; cultural norms; or previous experience of harassment; and also, the environment in which the conduct takes place.
  - 35.3. Whether it is reasonable for the conduct to have that effect; this is an objective test. A tribunal is unlikely to find unwanted conduct has the effect, for example, of offending a worker if the tribunal considers the worker to be hypersensitive and that another person subjected to the same conduct would not have been offended.
36. In *Land Registry v Grant [2011] EWCA Civ 769 ICR 1390*, Elias LJ focused on the words “*intimidating, hostile, degrading, humiliating or offensive*” and observed that: “*Tribunals must not cheapen the significance of these words. They are an important control to prevent trivial acts causing minor upsets being caught by the concept of harassment.*”

### **Submissions**

37. The Respondent produced written submissions which he supplemented with oral submissions at the end of the hearing. The Claimant gave her submissions orally. These were considered carefully by the Tribunal

before reaching its decisions.

**Analysis, conclusions and associated findings of fact**

**Reason for dismissal**

38. The Tribunal listened carefully to the evidence of SJL and found her to be a very credible witness. The Tribunal believed her when she explained the reasons for dismissing the Claimant. Conversely, the Tribunal did not find the Claimant's case at all persuasive. There was no reason for the Respondent to have needed to dismiss the Claimant for the reasons she alleges. There was nothing in the communications between the Claimant and the Respondent about her contract of employment or entitlement to commissions which suggests that either SJL or Mr Hevicon were irritated or angry about the Claimant's questions or requests. These were questions which SJL was perfectly happy to deal with and would not have used this as a reason to dismiss her. The Respondent did not believe they had failed to provide a statement of terms and conditions of employment or failed to pay commission. The Tribunal did not think there had been any infringement but of course was mindful that an actual infringement was not a pre-requisite for an unfair dismissal claim pursuant to s.104 ERA.
39. The Tribunal noted that at no point in the dismissal meeting did the Claimant put her alternative reason for dismissal to SJL and AHJ and therefore this raised a doubt in the Tribunal's mind whether she genuinely believed this was the reason for dismissal.
40. The Tribunal accepts that SJL had found the level of attendance by the Claimant to become completely unacceptable and found no good reason for her non-attendance at work on 13 December 2018. The Tribunal found the email correspondence between SJL and Mr Hevicon supported completely SJL's evidence that she had decided that the Claimant must be dismissed due to poor attendance.
41. The reason for the Claimant's dismissal was her poor attendance and not the assertion of statutory rights. Accordingly, the claim of unfair dismissal must fail.

**Racial harassment**

42. The Claimant alleged that on a date in February or March 2017 she was sitting in the office when AHJ walked in. She said he took one look at her jumper and said, "*Well that's a stupid jumper*". The Claimant said she was mortified. The Tribunal was shown a picture of the jumper, which was orange in colour, and had a picture of a black lady on it, in black and white, with her head turned to the side. There were no witnesses to this comment.
43. The Tribunal found it odd that the Claimant did not ask AHJ what he meant

by his comment. She had no idea therefore, which particular aspect of the jumper, on her own account, he found to be "*stupid*". In fact, the Claimant did not raise this allegation until the meeting held to dismiss her. The Tribunal found it peculiar that the Claimant should choose to wear the same jumper again on the day of her dismissal meeting, given that she was alleging that AHJ had made a derogatory remark about it. Faced with the allegation, bearing in mind he had not been accused before, his first response was to say that he had never seen it before the meeting.

44. The Tribunal preferred the evidence of AHJ on this issue. It did not find the evidence of the Claimant to be particularly believable. In addition, the Tribunal concluded that the comment, even if it was said, was not related to race. The comment made no reference to the black woman on the jumper and the reference to the word "*stupid*" might as easily have been about the colour of the jumper, which was bright orange, than the picture of the black lady on it. However, the Tribunal's conclusion is that the comment was not made and therefore this claim of racial harassment must fail.
45. The second allegation of racial harassment related to a comment alleged to have been made by AHJ. SJL was a witness to this incident. The Claimant alleges that on a date in October 2018, she was called to SJL and AHJ's office to discuss something. The Claimant said that AHJ had his phone out and kept saying "*have you heard, were having a black and ginger*". He was referring to the recent announcement by Prince Harry and Princess Meghan that they were expecting their first child. The Claimant alleged that AHJ was waving a picture of mixed-race children with ginger hair. She tried to ignore him, but he kept repeating the comment and she said she was visibly embarrassed.
46. Both AHJ and SJL deny this incident. AHJ said his recollection of the incident is that he was in the main office when he received a WhatsApp message which was a prediction of what the media thought their baby might look like. AHJ said as he looked at the photo, he laughed a little, at which point SJL approached him with the Claimant. He said the Claimant laughed and said he was cute and said that her cousin's twins had ginger hair. SJL commented on how cute he was as well. Nothing else was said and they all went back to work. AHJ said he subsequently learned that the message he received was a viral message that had been sent to a large number of recipients.
47. SJL gave a similar account to AHJ. She said they were in the main office when AHJ received the WhatsApp message to which he laughed but, not loudly. She and the Claimant went over to look at the picture which was as described by AHJ. SJL said the Claimant laughed and said that she had twin nephews or nieces with the same colour hair and said how cute they were. SJL also accepted that she made the same comment that they were cute.

48. Once again, there was no complaint about the incident to SJL and the matter was not raised by the Claimant until the dismissal meeting, after she was told that she had been dismissed. Again, the Tribunal found SJL to be a credible and convincing witness on this issue. In addition, both she and AHJ were consistent with each other on their accounts. The Claimant, on the other hand, had not chosen to raise the matter until after she was dismissed. The Tribunal preferred the evidence of SJL and AHJ and therefore do not accept that the purpose or effect of what AHJ said (the Tribunal accepting his account) violated the Claimant's dignity, or created an intimidating, hostile, degrading, humiliating or offensive environment for her. For these reasons this claim of harassment must fail.

**Unlawful deduction from wages**

49. This claim arises from the deduction from the Claimant's wages to cover the cost of damage to the Claimant's work phone. The Tribunal was satisfied that the phone was damaged. It accepts SJL's evidence that it was damaged, and an invoice was produced as evidence of the cost of repair. The Tribunal further concluded that the Respondent had a contractual right to deduct the cost of the repair.

50. At paragraph 26 of the Claimant's contract of employment, there was a specific clause dealing with the mobile phone which stated:

*On termination of your employment, the mobile phone and any accessories must be returned to the Company no later than the final day of your employment. The Company retains the right to deduct the cost of any mobile phone and/or accessory that is not returned, or is returned in a damaged condition due to your actions, from your final pay. Further rules regarding the use of mobile phones are set out in the Employee Handbook.*

51. The Claimant signed the contract in which the above clause was contained and therefore the Tribunal is satisfied that the Claimant gave her consent to the deduction.

52. Given our above findings, the Tribunal concluded that the claim for unlawful deduction from wages must also fail.

.....  
**Employment Judge Hyams-Parish**  
**3 June 2021**

SENT TO THE PARTIES ON

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FOR THE TRIBUNAL OFFICE

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