



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4104278/2018

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Held in Glasgow on 5 October 2018

Employment Judge: Mary Kearns

10 Mrs Michelle Dubois

**Claimant
In Person**

15 Skin Scotland Ltd (In Liquidation)

**Respondent
Not Present &
Not Represented**

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Employment Tribunal was that:-

25 (1) The respondent unlawfully deducted sums from the claimant's wages contrary to Section 13 of the Employment Rights Act 1996. The respondent is ordered to pay to the claimant the sum of **£1,024 (One Thousand and Twenty Four Pounds)** in respect thereof.

30 (2) The respondent failed to pay the claimant in respect of two days' annual leave accrued but unpaid at the date of termination of her employment. The respondent is ordered to pay to the **claimant £120 (One Hundred and Twenty Pounds)** in respect thereof.

35 (3) The respondent breached the claimant's contract of employment by failing to employ her for the agreed probationary period. The respondent is ordered to

E.T. Z4 (WR)

pay to the claimant the sum of **£340 (Three Hundred and Forty Pounds)** in compensation for mitigated loss incurred.

REASONS

1. The claimant presented an application to the Employment Tribunal on 26 April 2018 in which she claimed arrears of pay, holiday pay and damages for breach of contract. The respondent went into compulsory liquidation on 20 April 2018. Mr Barry John Stewart, Insolvency Practitioner, 180 Advisory Solutions Limited (address in instance) was appointed Provisional Liquidator by Order of Glasgow Sheriff Court dated 20 April 2018. Mr Stewart was subsequently appointed Interim Liquidator by a winding up order of the Court dated 10 May 2018. By email dated 11 July 2018 the liquidator consented to these proceedings by indicating that the claimant's claim was accepted. No ET3 response was presented.
2. The correct name of the respondent as stated by the liquidator is Skin Scotland Ltd (In Liquidation) and the respondent's name is amended accordingly. The company formerly traded as Medica Skin and had its registered office at 84 Renfield Street Glasgow G2 1NQ.
3. I heard evidence from the claimant regarding her loss, which I accepted.

Findings in fact

4. The following facts were admitted or found to be proved:
5. The claimant was employed by the respondent from 5 January to 2 February 2018. She was taken on by the respondent for a six-month probationary period, with the intention that she would be kept on thereafter if she passed the probation. On 23 January the claimant went on a prearranged and agreed holiday until 30 January. On her return from holiday she was kept waiting for two working days before being told on 2 February 2018 that she was dismissed. The claimant's agreed rate of pay was £7.50 per hour. She worked for a total of 88.5 hours between 5 and 20 January for which she was not paid

at all. She is owed £663.75 for these hours worked. This comes to £664 rounded to the nearest whole pound.

5 6. The claimant is also entitled to be paid for the two days she was kept waiting before being told of her dismissal. Her average shift was 8 hours. $8 \times £7.50 \times 2 = £120$. The claimant paid £360 for childcare for January 2018, £240 of which would have been covered by tax credits had the respondent paid her salary as required under the contract. She is entitled to be reimbursed for the January tax credit lost as a result of their breach of contract in failing to pay
io her. Thus, the total arrears of pay owed by the respondent to the claimant for the month of January 2018 come to $£664 + £120 + £240 = £1,024$.

7. The claimant accrued two days' annual leave during the period of her employment. $8 \times £7.50 \times 2 = £120$. This sum was due and payable to the
15 claimant on termination of her employment and has not been paid.

8. Finally, the claimant was taken on by the respondent for an initial six-month probationary period. She was required to pay her February childcare costs of £360 up front to the Gowdie Club, her childcare provider. This sum was non-
20 returnable. The claimant was not able to find alternative work in February to cover the childcare costs incurred. She reasonably claims this sum as a mitigated loss arising from the respondent's breach of her contract.

Discussion and Decision

9. The claimant is, in my view entitled to the sums set out above for the reasons
25 given and judgment is pronounced accordingly.

Employment Judge: M Kearns
Date of Judgment: 05 October 2018
Entered in register: 15 October 2018
and copied to parties