



# EMPLOYMENT TRIBUNALS

**Claimants:** Miss A Jones  
Miss M Raggett

**Respondent:** Vertman Limited

**Heard at:** Reading                      **On: 28 April 2022**

**Before:** Employment Judge Gumbiti-Zimuto

**Appearances**  
**For the Claimant:** Mr B Raggett, Lay representative  
**For the Respondent:** Not attending and not represented

## JUDGMENT

### Miss A Jones

The respondent made an unlawful deduction from wages and is ordered to pay to the claimant Miss A Jones, the sum of £3,848. This is a gross amount.

### Miss M Raggett

The claimant Miss M Raggett was constructively dismissed. The said dismissal was unfair. The respondent is ordered to pay to the claimant the sum of £7,002.50 in compensation for unfair dismissal. The respondent made an unlawful deduction from the claimant's wages and is ordered to pay to the claimant the sum of £5873.50, this is a gross amount.

## REASONS

1. In claim forms presented on the 15 July 2020 the claimants made complaints about unpaid wages, and in the case of Miss Raggett a further claim of unfair dismissal. The respondent denied the claims in a response received by the employment tribunal on the 19 October 2020. Today the respondent has not attended to defend the claims or presented any evidence in support of the response.
2. Morgan Raggett was first employed by Greene King Retail Services Limited on 8 September 2015 as a Team Member based at the Forest Inn, Farnham.

Alex Jones was first employed by Greene King Retail Services Limited on 2 September 2019 as a Team Member based at the Forest Inn.

3. On or about the 28 October 2029 the claimants' employment was transferred from Greene King to the respondent.
4. On or about the 15 October 2019 the claimants were told that Forest Inn would be closed for refurbishment. The claimants were also informed that they would be paid until the pub reopened, a rate equal to that they had earned in the previous year's corresponding month it being the respondent's intention to spend some months improving the premises. The claimants were required to remain available for work at the Forest Inn or other premises as reasonably requested by the respondent.
5. The claimants were paid in accordance with the agreement until the end of January 2020. In breach of the agreement the respondent stated that the claimants would only be paid for the hours they actually worked. Apart from 45 hours in respect of February 2020, the respondent did not offer the claimant any further work or pay the claimants in accordance with the agreement. The claimants remained available for work. The respondent did not pay the claimants in accordance with the agreement thereafter.
6. Following communications between the claimants with the respondent and the claimants with Greene King, the claimant's resigned their employment forthwith on the 21 April 2020.
7. I am satisfied in the circumstances that the respondent was in repudiatory breach of contract and that claimants resigned in response to that breach. The respondents did not affirm the breach or wait too long before resigning. The claimant Morgan Raggett had the right not be unfairly dismissed. I am satisfied in the circumstances that the Morgan Raggett was unfair dismissed. I am also satisfied that the respondent made an unlawful deduction from the claimants' wages in the period from February to the 21 April 2020.
8. The claimant Alex Jones is entitled to an award of £3,848 in respect of unpaid wages. This a gross amount. This represents the claimant's pay for the period from February 2020 to 21 April 2020.
9. The claimant Morgan Raggett is entitled to an award of £5873.50 in respect of unpaid wages. This is a gross amount. This represents the claimant's pay for the period from February 2020 to 21 April 2020.
10. The claimant Morgan Raggett is also entitled to an award for unfair dismissal. The claimant is entitled to a sum of £765 for a basic award. I make a compensatory award comprising of an award of £500 in respect of loss of statutory rights and in respect of loss of earning in the sum of £5737.50 this is for period of 15 weeks at the rate of £382.50 per week.
11. The respondents are therefore ordered to pay to the claimant the following amounts:

Miss A Jones

The sum of £3,848. This is a gross amount.

Miss M Raggett

The sum of £7,002.50 in compensation for unfair dismissal. The further sum of £5873.50, in respect of unpaid wages, this is a gross amount.

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Employment Judge Gumbiti-Zimuto

Date: 28 April 2022

Sent to the parties on: 12/5/2022

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For the Tribunals Office

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