



EMPLOYMENT TRIBUNALS

Claimant: Ms B Noor
Respondent: Seven Resourcing

Heard at: London South via telephone

On: 1 November 2021

Before: EMPLOYMENT JUDGE BECKETT
Sitting Alone

Representation

Claimant: In Person
Respondent: Not present

JUDGMENT

1. The claim for unpaid work is well founded and succeeds.
2. I therefore order the Respondent to pay the sum of £9,776.25 to the Claimant.

REASONS

3. This hearing took place over telephone, after two previous video hearings had to be postponed. The Claimant did not have the available technology to engage in a video hearing. She agreed to having the hearing over the telephone.
4. Prior to the hearing I had asked for the papers that EJ Fowell had had for the previous hearing (as set out in paragraph 1.3 of the Case Management Summary document dated 25 January 2021).
5. I was advised that no such documents were on file, in paper or electronically. The claimant told me that she had drafted and sent in a witness statement setting out all her claims.
6. Whilst enquiries were being carried out, I asked the claimant to set out her claim and supporting evidence. She was able to send in some documents, and then answered my questions as to her claims.

7. Previous Judges had been provided with documents including emails, and although I considered whether to postpone the case for all of the papers to be retrieved, as the Claim had been delayed previously and I could hear evidence from the Claimant, it was in the interest of justice to proceed today. The Respondent has not provided an ET/3 or taken part in any hearing.
8. I was able to give judgment during the hearing. However, as the Claimant was at time audibly distressed, I have set out some brief facts and findings in writing to assist her.
9. The claimant worked as an agency worker for Seven Resourcing. She started work as a Team Leader at a residential care home in Eastwick Park Avenue in Leatherhead on 30 August 2019. She was told that she would have work for three months, after which she would start work with the NHS (that post having already been obtained by her). She was expected to work four long shifts per week.
10. The claimant worked long shifts from 07.00 to 21.15 on four separate dates: 31 August 2019, 1 September 2019, 2 September 2019 and 5 September 2019. After those shifts she raised an issue involving payment with the agency and then ACAS. After that, she was not given any further shifts. The Respondent did not pay her the money owed, or provide any further work.
11. The Claimant sent in her ET/1 on 12 September 2019, in which she indicated that she was still employed by the Respondent. She set out the dates and her pay rates, which varied between £14ph and £17ph depending on the day/ date.
12. Towards the end of the hearing, the Claimant found the agreement, which showed the date of booking as 29/08/21, with the start date on 31/08/2019 and set out the standard weekday pay as £14 ph, Saturday as £15 ph, Sundays as £16 ph, and Bank Holidays at £17 ph.
13. The contract does not cite the duration of the contract. It does allow for a one week notice period.
14. The Respondent has not entered a response to the claims.
15. The claim form cites the Respondent as owing the Claimant notice pay, holiday pay, arrears of pay and other payments, which related to breach of contract in failing to supply work.
16. The claims are well founded and succeed.
17. Having heard evidence from the Claimant, on the balance of probabilities, and without any information provided by the Respondent, I find that the Claimant was given told that she would be able to work for 3 months. She was expected to work four long shifts (13h 45m) per week.
18. She carried out one week's work, and thereafter when she asked the Respondent for her shifts and did not get any responses. The manager at the care home who dealt with the Claimant during the first week was dismissed and the deputy manager was unable to assist the Claimant as she was employed by the Respondent, an agency. She was available for work, and expected four shifts per week. The shifts were from 07.00 to 21.15, with a half hour lunch break which was unpaid.
19. The claim for unpaid work is well founded and succeeds.

20. The Claimant was expecting to be employed for three months. She would have been working the same shifts, although different rates of pay applied per hour. I find that she would have earned around £815 per week.
21. Originally, I thought that an award amounting to the equivalent of 8 weeks' pay would be fair and just. However, upon further reflection whilst drafting the Judgment, and in light of the Claimant's evidence that she had tried to obtain other agency work during the period without success, I have decided that it would in fact be fair and equitable to award the Claimant the pay for the week she worked as set out above, and a further 11 weeks' pay to cover the agreed three month period. In light of these findings, I do not award any further sums for holiday pay or notice pay, as indicated during the hearing.
22. I therefore order the Respondent to pay the sum of £9,776.25 to the Claimant.
23. This sum is gross and the Claimant must account to HMRC independently in respect of this award.

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Employment Judge Beckett
London South
Dated: 1 November 2021