



EMPLOYMENT TRIBUNALS

Claimant: Ms W Maynard

Respondent: Traylen Enterprises Ltd

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT London South: using CVP

On: 3 August 2022

Employment Judge: Employment Judge Henderson (sitting alone)

Appearances

For the claimant: No attendance

For the respondent: Mr T Traylen (Director)

JUDGMENT

1. The hearing was held in the claimant's absence (pursuant to Rule 47 of the Employment Tribunal Procedure Rules 2013 (the Tribunal Procedure Rules)).
2. The claimant's claims (in both case numbers) are dismissed.

REASONS

Background

1. This was a claim for unlawful deduction of wages (pursuant to section 13 Employment Rights Act 1996 (ERA)) brought in November 2020, which was defended by the respondent. In fact, there were two ET1's and two ACAS EC certificates. As the claimant did not attend there was no explanation for why this had happened; however, the substance of both claims were identical.

2. The claimant's employment (as Head of Housekeeping) began on 20 November 2017 and ended with her resignation on 11 September 2020. The claimant accepted in her claim that the respondent had lent her money in August 2019 (to buy a new car). The claimant says that upon leaving the respondent deducted outstanding sums owed under the loan (£1650) from her wages, which was an unlawful deduction.

Conduct of the Hearing

3. The claimant did not attend the video hearing. The tribunal clerk had telephoned and emailed both parties shortly before the hearing to confirm their attendance. There was no response from the claimant. The tribunal clerk also checked the tribunal inbox for any messages from the claimant to say that she was unable to attend – there were none. The tribunal waited until 10.15 and then commenced the hearing in the claimant's absence under rule 47 of the Tribunal Procedure Rules.
4. The tribunal heard evidence on oath from Mr Traylen as per his written witness statement (undated) and a copy of a text exchange between him and the claimant on 30 July 2019. The tribunal was also presented with the claimant's contract of employment dated 13 October 2017 and signed by the claimant on 17 March 2018.
5. The claimant had not submitted any evidence for the hearing and did not appear to have made contact with the tribunal or the respondent since lodging her claims.

Findings of Fact

6. The claimant did not dispute that a loan of £5000 had been made to purchase her car. The car was partly to enable the claimant to attend work – but was not used specifically for her job. The claimant had said in her text dated 30 July 2019 that she preferred to repay the loan by cash payments at the end of each month rather than deduction from her wages. Mr Traylen said that the loan was due to be fully repaid by June 2020.
7. However, the claimant fell behind with the cash repayments and she resigned in August 2020 when she was taken off the furlough scheme. At that stage, she had missed several cash repayments and there was a sum outstanding under the loan of £1650.
8. Mr Traylen referred to clause 18 of the Contract of Employment, by which the claimant agreed to have outstanding amounts (including loans) owed by her to the company to be deducted from her wages. Accordingly, the company deducted £1495.93 from her August 2020 salary and £154.07 from the September 2020 salary to ensure repayment of the loan.

9. I note that the Contract on Employment was signed by the claimant on 17 March 2018. This complied with section 13 (1) (b) ERA which allowed deductions where “*the worker has previously signified in writing [her] consent to the making of the deductions*”.

Conclusions

10. On the basis of the evidence presented to me, I find that the deductions from the claimant’s wages were lawful and pursuant to clause 18 of her contract of employment, which gave her consent to such deductions.
11. The claimant’s claims (in both proceedings) are dismissed.

**Employment Judge Henderson
03 August 2022**