



EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

and

Respondents

Ms A. Sheikh

**Mrs M. Bamford (1)
Mr C. Bamford (2)**

**Exeter in Chambers
Employment Judge Smail**

On: 14 November 2022

JUDGMENT

The Respondents must pay the Claimant the further sum of £378.24 within 14 days.

REASONS

1. The Claimant was engaged by the Respondents as a housekeeper between 11 November 2021 and 26 November 2021. She claims unauthorised deductions from earnings. At a telephone hearing on 24 June 2022, the Respondents agreed to pay the Claimant £1,344 on account of her claim of monies owed.
2. A claimed balance of £576 remained in dispute. The parties agreed that it would be resolved by Employment Judge Smail on the papers. This was very sensible to reduce time and travel expenditure. It was also proportionate to what on any view amounts to a small claim.
3. It was agreed that the Claimant worked 96 hours for the Respondents. The issue was as to hourly rate: the Claimant says the rate was £20 per hour; the Respondents say it was £14 per hour.
4. The parties were to exchange documents between themselves by 8 July 2022. They would agree an index by 12 August 2022. A bundle was to be filed with the Tribunal by 19 August 2022 marked for the attention of Employment Judge Smail.

5. I have now read the bundle of documents together with an email dated 28 October 2021 from Sassi Madath which the Claimant was keen for me to see.
6. Whilst a contract of employment was not signed because the relationship between the parties ended before that took place, the salary proposed and agreed was £42,000 per annum. What was the hourly rate? The draft contract envisaged 45 hours a week. On the balance of probability that was the amount of hours agreed. The written contract stipulated working hours as 9 am to 7pm with 1 hour off for lunch, 5 days a week. That makes 9 hrs x 5 = 45 hrs per week. $\text{£}42,000 / (5 \times 45) = \text{£}17.94$ per hour.
7. Accordingly, I find that the Claimant is owed 96 hours x £3.94 (i.e. £17.94 – the £14 per hour agreed to be paid to date).
8. The rate did not become £14 per hour because the contract was not signed or because notice of leaving was not given. The relevant rate was that based on £42,000 per annum and the hours agreed to be worked. There is no claim from the Respondents for notice not given. The Claimant says she was entitled to leave anyway without giving notice by reason of the alleged conduct of the Respondents. Fortunately, those matters do not fall for determination.
9. This award now brings this litigation to an end, subject to the Respondents paying it, which they now must. The Claimant is responsible for any tax payable in respect of it.

Employment Judge Smail
Date: 14 November 2022

Judgment sent to the parties: 22 November 2022

FOR THE TRIBUNAL OFFICE