



# EMPLOYMENT TRIBUNALS

## Claimants

## Respondent

Mrs H Gough  
Mrs J Harper

v

247 Excellent Quality Care Ltd

**Heard at:** Cambridge

**On:** 28 June 2023

**Before:** Employment Judge Tynan

## Appearances

**For the Claimants:** In person

**For the Respondent:** Did not attend and was not represented

## JUDGMENT

### Mrs H Gough

1. The Tribunal declares that the Claimant's complaint that the Respondent made unauthorised deductions from her wages is well-founded and the Tribunal orders the Respondent to pay the net sum of **£5,670.29** to the Claimant in respect of the various deductions.
2. Pursuant to section 24(4) of the Employment Rights Act 1996, the Tribunal additionally orders the Respondent to pay the sum of **£2,193.28** to the Claimant to compensate her for the financial losses sustained by her which is attributable to the deductions complained of.
3. The Respondent failed to pay the Claimant's holiday entitlement and is ordered to pay the Claimant the gross sum of **£509.47**.
4. The Respondent dismissed the Claimant in breach of contract by not giving her one month's notice terminating her employment or paying her in lieu thereof. The Tribunal orders the Respondent to pay the net sum of **£2,434.20** as damages for breach of contract.
5. The Claimant's claim that she was unfairly dismissed by the Respondent is dismissed as she is not entitled to bring a complaint of unfair dismissal as

she was employed by the Respondent for less than two continuous years at the effective date of termination of her employment.

6. The total sum awarded to Mrs Gough is therefore **£10,807.24**.

**Mrs J Harper**

7. The Tribunal declares that the Claimant's complaint that the Respondent made unauthorised deductions from her wages is well-founded and the Tribunal orders the Respondent to pay the net sum of **£3,564.03** to the Claimant in respect of the various deductions.
8. The Respondent dismissed the Claimant in breach of contract by not giving her one month's notice terminating her employment or paying her in lieu thereof. The Tribunal orders the Respondent to pay the net sum of **£2,050** as damages for breach of contract.
9. The Claimant's claim that she was unfairly dismissed by the Respondent is dismissed as she is not entitled to bring a complaint of unfair dismissal as she was employed by the Respondent for less than two continuous years at the effective date of termination of her employment.
10. The total sum awarded to Mrs Harper is therefore **£5,614.03**.

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Employment Judge Tynan  
28 June 2023  
Date: .....  
30 August 2023  
Sent to the parties on: .....  
J Moossavi  
.....  
For the Tribunal Office

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.