



EMPLOYMENT TRIBUNALS

Claimants:

- (1) Angel Mbala
- (2) Blessing Manzambi

Respondents:

- (1) Hadja Kieta
- (2) H-K3 Shisha Lounge Bar Restaurant Limited

Heard at: London South (all parties by CVC)

On: 6 October 2023

Before: Employment Judge G Phillips

Appearances

For the claimants: both in person

For the respondents: Ms H Kieta

FULL MERITS HEARING JUDGMENT

1. The judgment of the Tribunal is as follows:

1.1 The respondents, as the owners and operators of the H-K3 Shisha Lounge Bar Restaurant, and as the employer of the claimants, are liable to:

- I. Angel Mbala in the sum of **£1,491.42** in respect of (gross) unpaid wages; and
- II. Blessing Manzambi in the sum of **£1,034.54** in respect of (gross) unpaid wages.

1.2 When the proceedings were begun, the respondents were in breach of their duty to provide the claimants with written statements of employment particulars. In accordance with section 38 Employment

Act 2002, the respondents shall therefore pay both the claimants the following further sums

- I. Angel Mbala, the sum of **£490.36**; and
- II. Blessing Manzambi, the sum of **£373.14**.

1.3 The claimants' claims for notice pay are dismissed.

1.4 In total therefore, in regard to items 1.1 and 1.2 above, the respondents shall pay:

- I. Angel Mbala: the sum of **£1,981.78**; and
- II. Blessing Manzambi: the sum of **£1407.68**.

(The claimants are responsible for the payment of any tax or National Insurance due in respect of these amounts.)

REASONS

Summary

1. The main disagreement here relates to a period of some six weeks between September 2022 and October 2022 when the claimants worked for the respondents at their Lewisham based Shisha Lounge Bar and Restaurant known as Maz Jollof. Ms Kieta did not dispute – other than with regard to one day – the days that the claimants say they worked in the shisha bar after 4 September up to and including 16 October. However, Ms Kieta raised issues about the hours that the claimants say they worked over those days. In particular, Ms Kieta says that the claimants should not be able to claim for all the hours that they have put down because, quite often there was little or no work to do - as there were few customers - and so the claimants should have gone home and not stayed around. This contention is denied by the claimants. There is a residual dispute relating to the first two weeks that the claimants worked at the shisha bar, in terms of what was the agreed rate of pay for those two weeks. The claimants say they were not paid the rate that had been agreed between the parties at the outset of their working arrangement. Ms Kieta say they were.
2. On the basis of the evidence that has been advanced, a key factor in any analysis in this case must be the national minimum wage. It is against the law for an employer to pay less than the National Minimum Wage. Employers must also keep accurate pay records. It is clear from the evidence that one of the claimants, Ms Mbala was not paid in accordance with the national minimum wage. As far as Ms Manzambi is concerned, she was paid just above the national minimum wage. However, as set out below, at some point during their working relationship, Ms Kieta agreed to pay her £8 per hour.

Background

3. The claimants, who are cousins, were engaged by Hadja Kieta, the owner and

director of the second respondent, to work as waitresses in her Lewisham based Shisha Lounge Bar and Restaurant known as Maz Jollof, with effect from 25th August 2022.

4. In the ET1 dated 4 November 2022, (claim number 2304000/2022), Angel Mbala presented an employment tribunal claim together with Blessing Manzambi (claim number 2304001/2022). This was a multiple claim (which allowed the employment tribunal to link the claims and deal with them together; it meant that only 1 person needed to complete the claim form; Angel Mbala added the name and address of Blessing Manzambi to her claim.
5. In the ET1 claim form, Ms Mbala and Ms Manzambi (who I shall refer to collectively as “the claimants” where matters relate to both of them) complained that they had not been paid their correct wages for the period from Thursday 25 August 2022 up to and including Sunday 16th October 2022. They said that Ms Kieta had paid them each £210 each in cash on or about 14 September 2022 and had paid (1) Ms Mbala an additional sum of £260; and (2) Ms Manzambi an additional sum of £240 on or about 3 October 2022. Apart from these sums, they had not been paid.
6. Ms Kieta disputed that she owed the claimants any further amounts. She did not dispute that they had worked for her at her Shisha Lounge Bar and Restaurant known as Maz Jollof, but said there was no contract between them, that she could not afford to pay them what they wanted, and disputed the days and hours they had worked.

Witnesses and Evidence

7. I had before me the ET1 and ET3 Response. Neither party had produced any documents or witness statements in advance of the hearing. During the course of the hearing – which was remote for the parties via CVP - all parties referred to work schedules and other documents that were on their phones. I was unable to see these. Both the claimants and Ms Kieta gave oral evidence. In addition, for some parts of the hearing, Princess (Ms Kieta’s goddaughter) and Mustafa (a regular customer at the Shisha Bar) observed the proceedings. Although it was indicated that Mustafa might be a witness, in the end, it did not appear to me that his evidence could materially add to or assist in regard to the matters I had to decide and, in the event, he was not called as a witness.
8. The parties often disagreed with each during the giving of their evidence. On occasions, there was a lot of talking over each other and interjection rather than listening to what each had to say. In the session after lunch, Ms Kieta appeared distracted, and was moving around her kitchen, occasionally running water. It was not always easy to hear what she was saying.
9. The oral evidence that I heard from the parties was consistent with the statements that are contained in the ET1, and the ET3, and those documents can stand as a useful summary of the evidence, albeit that it was elaborated on and further details were provided during the hearing

Brief summary and findings of fact

10. Based on the oral evidence I heard from the parties, as summarised below, I make the following findings of fact.
11. On or about 21 August 2022, the claimants were interviewed by Ms Kieta about the possibility of working at her Shisha Bar in Lewisham. Although both the claimants had previous experience of waitressing (at a Turkish restaurant), neither had worked in a shisha bar. Ms Kieta was unsure about their experience and initially proposed that they did 5 days' training but, after a discussion, it was agreed that they would complete two days (unpaid) training and would start work on the afternoon of Thursday 25th August. It was agreed that they would be paid cash in hand, on a weekly basis. There was no written contract. Ms Kieta suggested that, depending on how they did, she might be able to pay them between £8.50 and £10 an hour but said this was initially a trial. Ms Mbala came away from this discussion believing she would be paid £8.50 per hour.
12. In the event, the claimants completed their two days' training and started their paid work [see the schedule below] on Thursday 25th August, when they worked a shift from 5.00 until 11.30pm. As per the schedule, they worked on 25th, 26th, 27th and 28th August and on 1, 2, 3 and 4th September. There is no dispute that (i) on or about 14 September 2022 Ms Kieta paid each of the claimants £210 each in cash and (ii) that she paid Ms Mbala, an additional sum of £260 and Ms Manzambi, an additional sum of £240, on or about 2nd or 3rd October 2022. These sums were understood by all to be in respect of the first two weeks of work; according to Ms Kieta, these payments were made on the basis that
 - a. there were 3 long days worked (27, 28 August and 1 September – when the shifts worked were in excess of 9 hours) which were paid at £70 x 3 = £210; (by my rough and ready calculation - as far as the three “long shifts” were concerned - the total hours actually worked on these three nights – see the schedule - comes to just over 31 hours, for which the claimants each received £210; this averages out to about £6.80 per hour); and
 - b. the remaining hours worked over these two weeks - after deducting the three long shifts - were to be paid at a rate of £7.00 per hour (again by my rough and ready calculation, the total number of remaining hours worked over these two weeks, comes to approximately 34. If the claimants were paid for these at £7 per hour, the remaining sum due to them for these 8 days, after deducting the £210 would be approximately £238.00; it would appear therefore that as far as these two weeks were concerned. Ms Kieta did pay the claimants on the basis of £7 per hour. (The additional £20 paid to Ms Mbala seems to have been a gesture on the basis that Ms Kieta perceived her to work harder than Ms Manzambi).
13. The claimants accepted these sums under some protest. However, it is clear that, from 14 September, whatever had been agreed initially, Ms Kieta made clear that going forward, she would pay the claimants on the basis of either £210 for a “long” shift or £7 per hour. While the claimants disputed that this was what had been agreed at the outset, they did not dispute that this was made clear to them at this time.

14. There was a further discussion about rates of pay on or about 2 October. At this point the claimants had not been paid anything further after the two initial payments, so they raised this with Ms Kieta. She promised to put them on the payroll, but this had not happened by the time they left. At this meeting, Ms Kieta also agreed to increase their rates of pay: for Ms Mbala to £9 per hour and for Ms Manzambi to £8 per hour. In the event, neither claimant was paid again.
15. Following an argument about a number of matters, on 16 October, the claimants walked out part way through their evening shift and did not return to work at the Shisha Bar. Although they have raised the question of pay with Ms Kieta on several occasions since, they have not been paid for the additional 6 weeks that they worked.

Claimants' evidence

16. Ms Mbala gave evidence first. She said that on or about the 21 August 2022, she and her cousin noticed the Shisha Bar and went in to see if there was the possibility of waitressing work. Ms Kieta was there with her children but agreed to interview them. Ms Mbala said that on the day of their initial interview they spoke with Ms Kieta about the money arrangement and the role of the job, what the job consists of and how much they will get paid. She said this was their first experience of working in a "new open African cash in hand" restaurant and they weren't aware of things such as written contracts. She said that when they had worked at the Turkish restaurant, there were specific tasks designated to specific people. She said at the Shisha bar things were done very differently, and basically, they were doing whatever was needed, including preparing the shisha, helping in the kitchen and bar, cleaning tables as well as cleaning the toilets. She said it was agreed they would be paid weekly at a rate between £8.5 to £10 per hour, depending how they got on. Ms Mbala said she came away from that discussion thinking they were going to be paid £8.50 per hour. It was agreed they would work 4 days a week from Thursday to Sunday.
17. Ms Mbala gave a day by day list of the days and hours she said they had worked at the shisha bar. These days and hours are recorded in the schedule below.
18. Ms Mbala said that on Wednesday 14th of September, Ms Kieta called them to come and calculate the money they were due for the first two weeks they had worked (25 August to 4th September 2022). She said the cook was present during this conversation, along with Ms Kieta's daughter. She said Ms Kieta handed her £420 in cash (£210 for her and £210 for Ms Manzambi). Ms Mbala said that Ms Kieta then "switched the agreement" and said that she would pay them £70 per "long" day and £7 per hour for normal days. She said Ms Kieta told her this was because the business wasn't making enough money for them to get paid what had been agreed previously. Subsequently, on or around 2 or 3 October 2022, Ms Kieta paid her a further £260 and paid Ms Manzambi £240 (because Ms Kieta said that Ms Manzambi "wasn't worth the pay that she deserved").
19. Since those payments, Ms Mbala said they had not been paid again, so they were owed wages from the 8th of September 2022 to the 16th of October 2022. She

said on 2 or 3 October, there was a meeting about pay, and there was a disagreement, which led Ms Kieta to say she would put her and Ms Manzambi “on a payroll”. At that meeting were the claimants and Ms Kieta as well as two other individuals - Mustafa and Mo. Ms Mbala said there were always excuses about the payroll, and why it was taking long for them to be added.

20. Ms Mbala said, on the 16th of October 2022, both she and Ms Manzambi resigned because of a situation that occurred and that from that day, they had been in an ongoing dispute regarding their pay. She said that Ms Kieta had recently said that “she will pay us when she feels like it”. She said Ms Kieta acknowledged that their payment was due a while ago and that they had been very patient; she said that Ms Manzambi had been told by Ms Kieta that she had the money but purposely didn’t want to give it as Ms Mbala was pressuring her. She said they had tried on numerous times to talk to her about the money she owed. She said Ms Kieta would always make excuses, and so the only solution they could come up with, was to present a civil claim.
21. Ms Mbala accepted that on one occasion she had taken money out of the till when a customer had brought her a bottle of wine – as she doesn’t drink. She said Ms Kieta had approved of this.
22. Ms Manzambi gave her evidence next. Save as set out below, she, in all material aspects, confirmed the account of events and the days and hours worked given by Ms Mbala. Ms Manzambi accepted that there was one day (Saturday 24th) when she had not worked, and that there was one occasion when she was an hour late starting work. She said that both of them had previous experience of waitressing (in a Turkish restaurant) but neither had worked in a shisha bar, although she had “done” shisha before. She said that at the initial interview, rates between £7 - £10 depending on experience were discussed. She was not present at the discussion on the 14th September – she was babysitting and was on the phone but was “in and out” She was at the discussion on 2 October.
23. Both claimants specifically denied a number of allegations that Ms Kieta made about them and their conduct at work (see below).

Respondents’ evidence

24. Ms Kieta gave oral evidence on behalf of both respondents. She said that the claimants had misled her about their experience. She said they couldn’t do the sort of role she had expected. She said she wanted them to do 5 days’ unpaid training so they could observe what needed to be done; and that they agreed they would need training but they explained they had good experience with working in a restaurant and they only wanted to do two days, after which they said they could do shisha and cocktails.
25. She said that during the interview, they spoke about the job and she explained to them it was a new place and that she didn’t really need too many staff, and that she would like to pay everyone equally. She said they spoke about the timing and what time was best for them to be working and agreed three days in a week would be perfect. She said she had no contract with the claimants, who were on trial for

three months. She said she initially agreed to pay them for £6 to £7 per hour and agreed that, after that, if the business picked up, she would send them a contract. She said she explained that if they passed the trial, she would be happy to pay them £8 or £9 per hour but she would want to sign a contract.

26. She said she did a favour to them by taking them but truly didn't need anyone. She said she showed them how to make waffles and other things. She admitted that she didn't sign a contract with them, but said she had paid them £450 each for their first two weeks from August 25 to 4 September, "even though they didn't prove they knew this job".

27. She said that over the months, she realised that they were not doing the job properly. She said sometimes there were no customers and that they should have gone home. Amongst a number of complaints, she said they were rude and started coming to work late, giving attitude to her customers, inviting boyfriends over and generally not working as she wanted or expected. She said she lost some of her customers, which really upset her. She said she did appreciate that they cleaned the tables and toilet, "but even then sometimes I would have to tell them to do something instead of standing around".

28. Ms Kietia at various times during her oral evidence offered to send evidence to the tribunal. I pointed out that the Notice of Hearing had been sent out on 14 April 2023, making clear there was to be a one-day video hearing on this date. That Notice stated that "*It is your responsibility to ensure that any relevant witnesses attend the hearing and that you bring sufficient copies of any relevant documents*". It was, in any event, unclear exactly what evidence Ms Kietia had. She said there was no written contract with the claimants. Both claimants had their work schedules, and referred to these during their evidence when checking dates and times of work. It appeared these were sent by them to Ms Kietia. It was hard to understand what relevant information Ms Kietia might have, that she could, at this very late stage, send to me that might have been of assistance.

Conclusion on the witnesses

29. I found both claimants to be clear, cogent and consistent in their evidence to me. Ms Kietia was vague and unspecific in her evidence. Her evidence also changed during her testimony in some key areas. For example, she was initially unable to point to specific dates or times of working that she insisted had not been worked. At one point, she denied the claimants had worked for two of the weeks they said they had. Eventually, she agreed with all the dates put forward by the claimants, bar one (which she identified as Thursday 15th September).

30. There is a conflict of evidence in terms of the following factual matters: (1) the one day that Ms Kietia does not accept the claimants' evidence that they worked; (2) what was initially agreed between the parties as to the rate of pay; (3) the hours that the claimants say they worked; and (4) a number of allegations made by Ms Kietia about the claimants' conduct at work.

31. In regard to issue (1) I preferred the evidence of the claimants for the reasons I have set out at paragraph 29 above. In the absence of evidence from Ms Kietia to

support what she said about 15th September being a non-working day, I preferred the evidence of the claimants that they had worked on Thursday 15th September. Not only did they both give evidence to this effect, but it was also consistent with the pattern of days worked at this time.

32. In regard to issue (2) on what was initially agreed between the parties as to the hourly rate they would be paid, the claimants' evidence was less consistent. Ms Mbala said they agreed £8.50; Ms Manzambi was vaguer as to what hourly rate was agreed. She mentioned a range. She did say she would never have agreed to work for £70 for a "long" day, which made no sense. Ms Kieta said she offered £70 per "long" day and £7.00 per hour. She conceded that other (higher) figures had been discussed but said that these were under discussion for after she saw how the claimants got on. The two payments that Ms Kieta made were consistent with what she says was discussed at the beginning. The claimants say they objected to these payments as not being what was agreed. Ultimately, in my assessment, I find it was unlikely that the claimants would have agreed to accept a sum of £70 for a "long" shift. There was no logic as to why they would accept this, not least because at this stage they would have had no idea how "long" a long shift might be. I find however, on balance, that the initial hourly rate agreed was £7.00 per hour (albeit that was below the national minimum wage for Ms Mbala, so was not a lawful rate for her). Therefore, as far as this period is concerned, I find that the appropriate hourly rate for Ms Mbala would have to be the national minimum wage, which at that time was £9.18 per hour. As far as Ms Manzambi is concerned, I find that the appropriate rate of pay for these two weeks was an agreed rate £7.00 per hour, which was just above the national minimum wage as far as she was concerned.
33. I also find that with effect from 2 October, it was agreed that there would be new increased rates of pay – this would be £9.00 per hour for Ms Mbala and £8.00 per hour for Ms Manzambi. Again, the rate agreed for Ms Mbala was still below the national minimum wage, and so was not a lawful rate. As far as this period is concerned, I therefore find that the appropriate hourly rate for Ms Mbala for this period would have to be the national minimum wage, which at that time was £9.18 per hour.
34. In regard to issue (3), the claimants were again consistent and precise with their evidence on hours of work: they both started and ended at the same time and they worked together. They referred to work schedules which had specific beginning and end times. Ms Manzambi said that there was one day when she was later to work than Ms Mbala. Ms Kieta disagreed with the start and finish times. She said generally that sometimes they would start late and that there were some evenings when not much was happening and she had instructed (she was not always herself on the premises) that they should shut up the Shisha bar and go home (there was a salon next door which was also owned by Ms Kieta). The claimants said they had no keys. These were the start and finish times that were recorded. Ms Kieta said there were times when they were effectively hanging around with the customers rather than working. Ms Kieta was not able to be specific about which evenings this had happened on and was unable to produce any written evidence to contradict the claimants' evidence. As far as hours worked, I preferred the evidence of the claimants.

35. Finally, with regard to issue (4), I find that at least at 2 October, Ms Kieta can have had no complaints or concerns about the general conduct of the claimants at work, as otherwise it makes no sense that she would have agreed to increase their hourly rates at this time. Again, there was no evidence that she had spoken to either claimant about their conduct. I did not accept Ms Kieta's evidence about these allegations.

Claims

36. The claimants say that they were not paid what was initially agreed for their first two weeks (8 days) of work. They say they are also owed unpaid wages for 6 weeks worked between 9 September and 16 October inclusive (see schedule below for details of days and hours). They also claim for notice pay. Ms Kieta does not dispute that they worked for most of these days, but says that often there was not much work, so they should have gone home and not worked as many hours as they claim. She said on occasions they were not really working but communing with the customers. She agreed they should be paid something but said £5 per hour was more appropriate.

Conclusions

Hourly rates

37. There is no dispute that the claimants were not paid for their work after 4 September. At the relevant time of working for the respondents, Ms Mbala was 22 and Ms Manzambi was 18. Between April 2022 and March 2023, the national minimum wage for 18-20 year olds was £6.83 per hour. Between April 2022 and March 2023, the national minimum wage for those aged between 21 and 22 was £9.18 per hour. It appears therefore that the initial hourly rate – of £7 per hour - that Ms Kieta offered and paid to Ms Mbala fell below the national minimum wage. As far as this initial period is concerned, I find that the appropriate hourly rate for Ms Mbala would have to be the national minimum wage, which at that time was £9.18 per hour. Subsequently, although Ms Kieta offered Ms Mbala a rise to £9.00 per hour, that would still be below the minimum wage. Accordingly, in my judgment, the appropriate national minimum wage should be used to calculate what Ms Mbala should have been paid for the hours that she worked.

38. As far as Ms Manzambi was concerned, the initial offer of £7.00 per hour for the first two weeks, was just above the appropriate national minimum wage. I find that the appropriate rate of pay for the weeks worked by Ms Manzambi up to 2 October, was therefore the agreed rate of £7.00 per hour. Subsequently, on 2 October, Ms Kieta offered to pay Ms Manzambi an hourly rate of £8.00 per hour. I find this is the appropriate rate to use to calculate what Ms Mbala should have been paid for the hours that she worked after that date.

39. On this basis, I have, as best I am able to, (and accepting that it is a rough and ready and somewhat imprecise calculation) calculated what I believe (1) Ms Mbala should have been paid for the unpaid hours that she worked, on the basis of an hourly rate that accords with the national minimum wage appropriate to her age at the time; and (2) Ms Manzambi should have been paid for the unpaid hours that

she worked, on the basis of an hourly rate of (i) £7.00 per hour up to and including 2 October, and (ii) £8 per hour from then until 16 October, on the basis that this is what Ms Kieta agrees she offered to pay from this date at the discussion on 2 October. I have set this all out in a schedule attached to this judgment.

Unpaid wages

40. The complaints of unpaid wages are in my judgment well-founded. I have set out in the attached schedule my calculations as to what is owed to the claimants by the respondents, on the basis of the hourly rates which I have found should be applied.

41. On that basis, and after deducting the payments that were made, I have therefore found that

- a. Ms Mbala is owed **£1,491.42**; and
- b. Ms Manzambi is owed **£1,034.54**

By the respondents in respect of unpaid wages. (To the extent that there is a difference between these figures and the figures I gave in my oral judgment, these figures are to be preferred). These are gross figures. The claimants are responsible for the payment of any tax or National Insurance.

Notice pay

42. The claimants also made complaints of breach of contract in relation to notice pay. That claim is dismissed. While the claimants would have been entitled to one week's notice, their evidence was that they both walked out on the evening of 16th October. On that basis, I find that the claimants were not entitled to notice pay. (Section 86(6) ERA provides that either party to a contract is entitled to treat the contract as terminable without notice due to the conduct of the other party).

Failure to provide a written statement of employment particulars

43. From April 2020, new rules were introduced with regard to an employer's statutory obligation to provide their staff with a written statement of employment particulars (sometimes called a "section 1 statement"). From 6 April 2020, the statutory duty was extended to all workers, not just employees. Further, the right to a written statement became a "day one" right. This means that any workers engaged on or after 6 April 2020 were entitled to receive a "principal" written statement before or on their start date. The employer must provide the principal statement on the first day of employment and a wider written statement within 2 months of the start of employment. The written statement must include information like: how much and how often staff will be paid, where they will be working, the hours they have to work, how much holiday they will get, and rules about sick leave and sick pay. This was not done here. Had Ms Kieta prepared such a statement for the claimants, there may have been less room for argument about what had been agreed between the parties on rates etc. When these proceedings were begun, the respondents were in breach of their duty to provide the claimants with a written statement of employment particulars. Therefore, I must make an award in respect of this. The minimum amount is an award of an amount equal to two weeks' gross

pay. (There are in my judgment no exceptional circumstances that make the award of an amount equal to two weeks' gross pay unjust or inequitable. It is not therefore just and equitable to make an award of an amount equal to four weeks' gross pay).

44. To calculate an appropriate rate of pay for these purposes, I have added up the 8 weeks' pay that I have calculated each of the claimants was entitled to and divided this by 8. For Ms Mbala (**£1492.54**), this gives an average weekly wage of £245.18; for Ms Manzambi (**£1492.54**), this gives an average weekly wage of £186.57.

45. In accordance with section 38 Employment Act 2002, therefore the respondents shall therefore also pay:

- a. Ms Mbala, a further sum of **£490.36**;
- b. Ms Manzambi, a further sum of **£373.14**.

These are gross figures. The claimants are responsible for the payment of any tax or National Insurance.

Employment Judge Phillips

8 October 2023

Sent to the parties on:
16 October 2023

.....
For the Tribunal Office:

.....

Note

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

Public access to employment tribunal decisions

Judgments (apart from judgments under rule 52) and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

SCHEDULE OF TIME WORKED – Thursday 25 August – 16 October 2022:

1. Angel Mbala [D.o.B 02.08.2000] Age 22

Week	Date	Hours	Total Hours/Minutes	Convert to decimal hours	Hourly Rate [NMW]	Weekly Decimal Hours	Weekly Total Pay
1.	Th 25/08	5 -11.30	6 hrs 30 mins	6.5	£9.18		
	Fri 26/08	5 -10.30	5 hrs 30 mins	5.5			
	Sat 27/08	2 – 12.42	10 hrs 42 mins	10.7			
	Sun 28/08	2.45 – 2.00	11 hrs 45 mins	11.75			
				34.45		34.45	£316.25
2.	Th 1/09	2.45 – 12.20	9 hrs 35 mins	9.58	£9.18		
	Fr 2/09	5 – 12.20	7 hrs 20 mins	7.33			
	Sat 3/09	5 - 12.40	7 hrs 40 mins	7.67			
	Sun 4/09	5 -12.46	7 hrs 46 mins	7.77			
				32.35		32.35	£296.98
3.	Fri 9/09	5 – 12.40	7 hrs 40 mins	7.67	£9.18		
	Sun 11/09	5 – 11.35	6 hrs 35 mins	6.58			
				14.25		14.25	£130.82
4.	Th 15/09	5 – 12.30	7 hrs 30 mins	7.5	£9.18		
	Fr 16/09	12.00 – 10.00	10 hrs	10			
	Sat 17/09	12.00-10.00	10 hrs	10			
	Sun 18/09	5 – 10.30	5 hrs 30 mins	5.5			
				33.00		33.00	£302.94
5.	Th 22/09	5 – 12.00	7 hours	7	£9.18		
	Fr 23/09	5 – 11.30	6 hrs 30 mins	6.5			
	Sat 24/09	5 – 11.00	6 hours	6			
	Sun 25/09	2 – 12.32	10 hrs 32 mins	10.53			
				30.03		30.03	£275.68
6.	Th 29/09	5 – 10.30	5 hrs 30 mins	5.5	£9.18		
	Fr 30/09	5.30 – 11.50	6 hrs 20 mins	6.33			
	Sat 1/10	1.00 - 12.20	11 hrs 20 mins	11.33			
	Sun 2/10	4 – 11.30	7 hrs 30 mins	7.5			
				30.66		30.66	£281.46
7.	Fri 7/10	4.30 – 10.15	5 hrs 45 mins	5.75	£9.18		
	Sat 8/10	6.00 - 11.40	5 hrs 40 mins	5.67			
	Sun 9/10	4.00 – 12.10	8 hrs 10 mins	8.17			
				19.59		19.59	£179.84
8.	Fri 14/10	5 – 12.30	7 hrs 30 mins	7.5	£9.18		
	Sat 15/10	5 – 12.30	7 hrs 30 mins	7.5			
	Sun 16/10	5 – 9.20	4 hrs 20 mins	4.33			
				19.33		19.33	£177.45
						TOTAL	£1961.42
LESS	MONEY PAID		(1) £210			MINUS	£470
			(2) £260	£470			
			TOTAL DUE				£1491.42

SCHEDULE OF TIME WORKED – 2022:

2. Blessing Manzambi [D.o.B 07.02.2004] Age 18

Week	Date	Hours	Total Hours/Minutes	Convert to decimal hours	Hourly Rate [Contractual]	Weekly Decimal Hours	Weekly Total Pay
1.	Th 25/08	5 -11.30	6 hrs 30 mins	6.5	£7.00		
	Fri 26/08	5 -10.30	5 hrs 30 mins	5.5			
	Sat 27/08	2 – 12.42	10 hrs 42 mins	10.7			
	Sun 28/08	2.45 – 2.00	11 hrs 45 mins	11.75			
				34.45		34.45	£241.15
2.	Th 1/09	2.45 – 12.20	9 hrs 35 mins	9.58	£7.00		
	Fr 2/09	5 – 12.20	7 hrs 20 mins	7.33			
	Sat 3/09	5 - 12.40	7 hrs 40 mins	7.67			
	Sun 4/09	5 -12.46	7 hrs 46 mins	7.77			
				32.35		32.35	£226.45
3.	Fri 9/09	5 – 12.40	7 hrs 40 mins	7.67	£7.00		
	Sun 11/09	5 – 11.35	6 hrs 35 mins	6.58			
				14.25		14.25	£99.75
4.	Th 15/09	5 – 12.30	7 hrs 30 mins	7.5	£7.00		
	Fr 16/09	12.00 – 10.00	10 hrs	10			
	Sat 17/09	12.00-10.00	10 hrs	10			
	Sun 18/09	5 – 10.30	5 hrs 30 mins	5.5			
				33.00		33.00	£231.00
5.	Th 22/09	5 – 12.00	7 hours	7	£7.00		
	Fr 23/09	5 – 11.30	6 hrs 30 mins	6.5			
	Sun 25/09	2 – 12.32	10 hrs 32 mins	10.53			
				24.03		24.03	£168.21
6.	Th 29/09	5 – 10.30	5 hrs 30 mins	5.5	£7.00		
	Fr 30/09	5.30 – 11.50	6 hrs 20 mins	6.33			
	Sat 1/10	1.00 - 12.20	11 hrs 20 mins	11.33			
	Sun 2/10	4 – 11.30	7 hrs 30 mins	7.5			
				30.66		30.66	£214.62
7.	Fri 7/10	4.30 – 10.15	5 hrs 45 mins	5.75	£8.00		
	Sat 8/10	6.00 - 11.40	5 hrs 40 mins	5.67			
	Sun 9/10	4.00 – 12.10	8 hrs 10 mins	8.17			
				19.59		19.59	£156.72
8.	Fri 14/10	5 – 12.30	7 hrs 30 mins	7.5	£8.00		
	Sat 15/10	5 – 12.30	7 hrs 30 mins	7.5			
	Sun 16/10	5 – 9.20	4 hrs 20 mins	4.33			
				19.33		19.33	£154.64
						TOTAL	£1492.54
LESS	MONEY PAID		(1) £210				
			(2) £240	£450			
LESS	1 x 1 hr late to work	[C's evidence]		£8		MINUS	£458
			TOTAL DUE				£1034.54

