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EMPLOYMENT TRIBUNALS

Claimant: Charlotte Easton
Respondent: Goldman and Fine Group Ltd
Heard at: East London Hearing Centre
On: 14 December 2023
Before: Employment Judge Housego

Representation

Claimant: In person
Respondent: Appearance not entered

JUDGMENT

1. The claim for unfair dismissal is struck out for want of jurisdiction.
2. The claim for unpaid wages is struck out for illegality.

REASONS

1. Ms Easton worked for the Respondent from 01 December 2021 until 02 May 2023. She claims unfair dismissal but had less than 2 years' service and so the Tribunal has no jurisdiction to hear the claim, and so I dismiss her claim for unfair dismissal.
2. Ms Easton claims £1,200 unpaid wages for the month of April 2023. She said that she was paid £2,000 a month on the last day of each month, but that at the end of April she was paid £500, then a further £300, leaving £1,200 outstanding. She told the owner of the Respondent, Chetin Zaman, that she could not afford to come to work, and by text message on 02 May 2023 he ended her employment immediately.
3. Ms Easton's evidence was that she had signed a contract providing for pay of £1,500 a month, later increased to £2,000 a month. She said that had never been given a copy of it.
4. I asked Ms Easton why it was that the pay was the whole amount of the contractual sum, without deduction of tax or national insurance. She replied that it was for Mr Zaman to attend to tax and national insurance and that she assumed that he had

done so.

5. I enquired about payslips. Ms Easton said she had received electronic payslips for her employment with the Respondent through Sage. She had not kept copies. She tried to access her Sage account, but it appeared to have been removed. She said that her payslips showed variable amounts all lower than £2,000. Ms Easton said that she had asked Mr Zaman about this, and he told her that this was based on lower hours. She said that she had not understood this, but not queried it with Mr Zaman.
6. I asked whether Ms Easton had employment before this, and she had. She accepted that she knew that payslips showed a gross and net figure, with the difference being the tax and NI paid, based on the gross figure. She knew that tax and NI was payable on a salary of £24,000 a year.
7. I asked Ms Easton how it was that she thought all was being done correctly when she was getting the whole £2,000 a month without any tax and NI being deducted: this appeared to me to be a means of her evading paying tax and NI and the Respondent paying no NI.
8. Ms Easton then said that the contract provided for her to receive a net sum of £2,000 a month. I did not find this credible given that Ms Easton had earlier said that the payslips showed a lesser amount than £2,000 a month (and if this was so the amounts would have exceeded £2,000 a month by the amount required by grossing up the salary), that Ms Easton had not said so before and because it is inherently improbable that a contract of employment would so provide.
9. On these facts I find that the arrangement is tainted by illegality and so the claim for £1,200 unpaid wages is dismissed.

Employment Judge Housego

14 December 2023