



EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

Mrs J Rowland

AND

Respondent

Jarvis Services Limited

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD IN PERSON

ON

17 April 2025

Hybrid Hearing By Cloud Video Platform (CVP)

EMPLOYMENT JUDGE N J Roper

Representation

For the Claimant: Mr M Robinson, CAB

For the Respondent: Mrs Z Jarvis

JUDGMENT

The judgment of the tribunal is that:

1. The claimant's claim for unlawful deduction from her wages is well-founded and the respondent is ordered to pay the claimant the gross sum of £125.00; and
2. The claimant's claim for breach of contract in respect of her notice pay is well-founded and the respondent is ordered to pay the claimant the gross sum of £480.00; and
3. The claimant's claim for repayment of salon equipment in the sum of £40.00 is not well-founded and it is dismissed.

RESERVED REASONS

1. In this case the claimant Mrs Jordane Rowland brings monetary claims for breach of contract and unlawful deduction from wages against her ex-employer Jarvis Services Ltd. The claimant confirmed today that she does not pursue claims in respect of accrued holiday pay nor in respect of an alleged failure to allow her to be accompanied at a dismissal hearing. The respondent denies the claims.
2. This was a "hybrid" CVP video hearing. The claimant and her representative attended in person. Mrs Jarvis of the respondent and her witness Kirsty Tealey attended remotely. This was with the consent of the parties.

3. I have heard from the claimant. I have heard from Mrs Zoe Jarvis the proprietor of the respondent company, and from Kirsty Tealey on behalf of the respondent.
4. There was a degree of conflict on the evidence. I have heard the various witnesses give their evidence. I found the following facts proven on the balance of probabilities after considering the whole of the evidence, both oral and documentary, and after listening to the factual and legal submissions made by and on behalf of the respective parties.
5. The Facts:
6. Mrs Jarvis is the proprietor of the respondent company Jarvis Services Ltd which operates a hair salon in Sherborne in Dorset, and which trades as "On The Lash". The claimant was employed as a hairstylist by the respondent from 22 January 2024 until her dismissal for gross misconduct which took effect on 26 February 2024. She was therefore employed for a period of six weeks.
7. Following discussions the parties were able to agree the following matters, which I also find as facts. The claimant worked for six weeks. She was a part-time worker based on 10 hours per week at the rate of £12.00 per hour. Overtime was also paid at £12.00 per hour. The six weekly payslips issued by the respondent indicate that the claimant was paid a total of £741.00. Both the claimant's bank statements, and the respondent's bank statements, show that she was actually paid £859.00. The HMRC forms P45 and P60 issued by the respondent suggests that the claimant was paid £984.00. The respondent was not sure how these conflicting amounts had arisen. The claimant recalls that she worked 22 hours of overtime during her employment. This would mean that she was due to be paid six weeks at £120.00 (£720.00) and a further 22 hours' overtime at £12.00 per hour (£264.00). This is a total due to the claimant of £984.00, which exactly mirrors the entry in the HMRC forms P45 and P60 issued by the respondent. I therefore find that the claimant was due to be paid the total sum of £984.00 during her employment. Given that both parties agree the claimant was actually paid £859.00, the logical conclusion is that the claimant was underpaid by the sum of £125.00. She has therefore suffered an unauthorised deduction from her final pay in the sum of £125.00.
8. The claimant signed a written contract of employment. An addendum to this contract refers to a probationary period of three months. This provision which was signed by both parties provides: "During your probationary period your employment may be terminated by the company on four weeks' notice or payment in lieu of notice."
9. In fact, the respondent dismissed the claimant summarily for gross misconduct by way of a text which was sent on Monday, 26 February 2024. The alleged gross misconduct was the retention of deposit money and or other payments by the claimant which should have been made to the salon. There are four specific examples relied upon by the respondent. The first three relate to payments made by the claimant's mother, Immy, and Nicky.
10. It is clear from the claimant's bank statements that she received two deposit payments on 18 January 2024: one from Immy for £15, and one from Nicky for £50. This was just before the claimant commenced employment on 22 January 2024, although after the date on which the respondent says that the claimant had access to her customer details. It is also clear that the claimant paid the respondent the sum of £20.00 in respect of Immy on 10 February 2024, and £50 in respect of Nicky on 25 February 2024. As she had intended to charge Immy £15.00, and the respondent charged £20.00, she was therefore out of pocket by £5.00 in respect of Immy. In addition, on 8 February 2025 the claimant paid the respondent £30.00 after she had done her mother's hair.
11. I accept the respondent's evidence that this was not the normal way of dealing with matters in her salon but there is no evidence in the contract of employment or otherwise as to the respondent's procedural requirements, and it is clear that the claimant had paid the respondent the three sums in question before dismissal. On the balance of probabilities, the respondent has not discharged the burden of proof upon it to prove that the claimant has committed dishonesty or gross misconduct in this respect.
12. The final example relied upon is that of Lisa, another customer. She attended the salon on about 21 February 2024. The claimant coloured her hair, and then passed over to Kirsty (from whom I have heard), to cut her hair. Both Mrs Jarvis and Kirsty suggest that the claimant retained the payment from Lisa for colouring her hair. The claimant denies this,

- and she says that two card payments were made by Lisa at that time: one for the colouring, and one for the cutting. The claimant and her representative have made previous requests to the respondent to disclose her business bank statements which they say will prove that these two payments were made. The respondent declined to disclose these. Again, on the balance of probabilities, the respondent has not discharged the burden of proof upon it to prove that the claimant has committed dishonesty or gross misconduct in this respect.
13. I therefore find that on the balance of probabilities the claimant did not commit any gross misconduct, and that the respondent dismissed the claimant in breach of contract, specifically in breach of the express contractual provision that she was entitled to four weeks' notice.
 14. The claimant's claim for breach of contract originally also included a claim for £40.00 in respect of equipment which the claimant had left, but she now accepts that this tribunal does not have jurisdiction to make an award for the return of property of this nature.
 15. Having established the above facts, I now apply the law.
 16. The Law
 17. The claimant's claim for breach of contract is permitted by article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 ("the Order") and the claim was outstanding on the termination of employment.
 18. An employee has the right not to suffer unauthorised deductions from wages. Section 13 of the Employment Rights Act 1996 ("the Act") provides: "13(1) an employer shall not make a deduction from wages of a worker employed by him unless – (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or (b) the worker has previously signified in writing his agreement or consent to the making of the deduction."
 19. Under section 23(1) of the Act a worker may present a complaint to an employment tribunal – (a) that his employer has made a deduction from his wages in contravention of section 13 ...
 20. Under section 24(1) of the Act, where a Tribunal finds a complaint under section 23 well-founded, it shall make a declaration to that effect and shall order the employer - (a) in the case of a complaint under section 23(1)(a), to pay to the worker the amount of any deduction made in contravention of section 13 ...
 21. Judgment
 22. I deal first with the claimant's claim for unauthorised deduction from wages. For the reasons explained above the claimant suffered an unauthorised deduction from wages in the sum of £125.00. Her claim in this respect is well-founded and the respondent is ordered to pay the claimant the sum of £125.00.
 23. Secondly, I deal with the claimant's claim for breach of contract in respect of four weeks' notice pay. The respondent has failed to prove on the balance of probabilities that the claimant committed any gross misconduct. The claim was therefore dismissed in breach of contract in that she was not afforded her contractual right to four weeks' notice. The respondent is ordered to pay the claimant damages for breach of contract in the gross sum of £480.00.

Employment Judge N J Roper
Dated 17 April 2025

Judgment sent to Parties on
02 May 2025 By Mr J McCormick