



EMPLOYMENT TRIBUNALS

Claimant: Miss E Simpson

Respondent: Secret Garden Café Hull Ltd

JUDGMENT

1. The claim for unlawful deduction of wages is well founded and succeeds. The Respondent is ordered to pay the Claimant the gross sum of **£3,968.67**.
2. The claim for damages for breach of contract (failure to give notice) is well founded and succeeds. The Respondent is ordered to pay the Claimant damages in the sum of **£400**.
3. The total amount due to the Claimant is: **£4,368.67**.

REASONS

4. The Claimant was one of three people who presented an ET1 against the Respondent on **18 March 2025**. A Response was due by **05 June 2025** but none was returned.
5. The Claimant was employed for 35 hours a week to work in the Respondent's café at the rate of £13.22 an hour. Sometimes she worked overtime. She was paid monthly at the end of the month. The Claimant's gross weekly pay was £462.70. Given a 3% employee's pension contribution, her net weekly pay on 35 hours a week was approximately £400.
6. Her employment was terminated in June 2024 without notice. She had not been paid for the shifts she worked in May or in June up to the date of termination of employment. For the month of May 2024, she was due to be paid a total of £2,472.42 gross, which included her normal contractual hours plus some overtime. Payment for May was to be made on 31 May 2024. For the month of June 2024 she was due to be paid for shifts worked up to the date of termination. The amount due for those shifts equated to £1,496.25 gross. Payment for the shifts in June should have been made either on the date of termination or at the latest by 30 June 2024. No payments were made.
7. The failure to pay the wages on those occasions amounts to a deduction of wages for which there was no contractual or statutory authority.

8. The Claimant was entitled to one week's notice of termination of employment but none was given.
9. Under rule 22 of the Tribunal Rules of Procedure 2024, where on the expiry of the time limit in rule 17 no response has been presented and no application for a reconsideration is outstanding, an employment Judge shall decide whether on the available material, a determination can properly be made of the claim or part of it. If there is, the judge shall issue a judgment, otherwise a hearing must be fixed before a judge alone.
10. I was satisfied that I had sufficient information to issue a judgment under rule 22 of the ET Rules. The Claimants had provided a breakdown of the work they had done which remained unpaid and provided payslips for the month of June. Although she had not set out her net weekly pay, I was able to determine this sufficiently approximately in order to calculate what damages (which must be on a net basis) should be paid.
11. The amount due to the Claimant for failure to pay outstanding wages and notice was **£4,368.67**

Employment Judge **Sweeney**

Date: **30 June 2025**