THE EMPLOYMENT TRIBUNALS

Claimant:	Ms C Antunes
Respondent:	Ms T Bersheda
Heard at:	London South Employment Tribunal (video hearing)
On:	2 May 2025
Before:	Employment Judge Robinson

Representation

Claimant:	In person
Respondent:	In person

JUDGMENT

The judgment of the Tribunal is that:

1. The Respondent made an unauthorised deduction from the Claimant's wages by not paying her for work carried out between 19-23 November 2024.

2. The Respondent is ordered to pay the Claimant the amount unlawfully deducted: the gross sum of £1,093.

3. The Claimant will need to account for her own tax and national insurance obligations in relation to that amount.

REASONS

1. The above judgment was issued to the parties on 28 May 2025. However, the Respondent claims not to have received it until the Claimant contacted the Tribunal on 23 June 2025 to ask about payment from the Respondent. In her response to the Tribunal on 23 June 2025, the Respondent requested

written reasons for my decision. That request was sent to me on 21 November 2025. My reasons are set out below.

Background

2. This was an unauthorised deduction from wages claim.

3. The parties agreed that the Claimant had been a maternity nanny for the Respondent at the Respondent's home in Kensington and Chelsea, London for a period of days (less than a week) in November 2024. The dispute was about how many days the Claimant had been a nanny and whether there was an agreement that those days would be paid or unpaid.

4. The Claimant's position was that she would not have agreed to work for free and that she agreed with the Respondent a sum of £250 per 24 hours, to reflect her experience and that she was a maternity nanny in an expensive part of London.

5. The Respondent's position was that this was a 3-4 day unpaid trial arrangement and there was no discussion about what payment would be after those 3-4 days had passed.

6. The Claimant was also claiming 'injury to feelings'. However, I explained to the Claimant that this was not an award that could be made given the type of claim she had brought (unauthorised deductions from wages).

The Respondent

7. By email to the Tribunal dated 30 April 2025, the Respondent requested a postponement of this hearing because she now lived in Switzerland. The Respondent did not explain why she was making this request so late, given that notice of this hearing was given to the parties by letter dated 16 January 2025.

8. The Respondent was informed about the Presidential Guidance on "Taking Oral Evidence by Video or Telephone from Persons Located Abroad" by Employment Judge Leith in a letter to the parties dated 22 April 2025.

9. In her email of 30 April 2025, the Respondent had also told the Tribunal that she agreed to the matter being dealt with on the papers, if it could not be postponed. The Respondent did not give any indication of when she may be able to attend a hearing in or from the UK.

The hearing on 2 May 2025

10. Both parties joined this hearing. I considered it was in the interests of justice and the overriding objective (Rule 3 of The Employment Tribunal Procedure Rules 2024) for this (relatively straightforward) wages case to be heard at this hearing, given that Tribunal time had been devoted to it. I also took account of the fact that both parties were present on the day. Given the Respondent would have been happy for this matter to be decided on the papers, I decided it would aid my decision-making to also hear from the parties at this hearing.

11. The Respondent joined the hearing from Switzerland. I was mindful of the Presidential Guidance referred to above. It was clear that the Respondent had not taken any steps to explore whether she could (or wanted to) give evidence from Switzerland. In any event, I concluded that the overriding objective was critical in a case like this. I relied upon it to decide that both parties could provide submissions, rather than giving sworn evidence. Although what they told me was not given under oath, I was able to give equal weight to what each of them told me, in addition to the written pleadings and papers.

12. I considered this approach to be aligned with the following parts of the overriding objective for the reasons given in brackets:

    a. Ensuring that the parties are on an equal footing (the Respondent would not be prejudiced because the Claimant was not being given the chance to give sworn evidence when the Respondent was not. By joining the hearing from abroad, the Respondent was therefore not being disadvantaged).

    b. Dealing with cases in ways which are proportionate to the complexity and importance of the issues (as mentioned, this was an uncomplicated wages claim which could have been dealt with on the papers. It was proportionate to use the Tribunal time that had been allocated to it at this hearing).

    c. Avoiding unnecessary formality and seeking flexibility in the proceedings (I concluded that it was appropriate to proceed with the case given I had the relevant papers, and both parties, in front of me).

    d. Avoiding delay, so far as compatible with proper consideration of the issues (I considered that delay to the case would not be proportionate, nor would it be in the interests of the parties or the Tribunal to have it adjourned to another day).

Findings of Fact

13. This case was fact specific. Based on the pleadings and the papers, as well as the submissions of both parties that I heard at the hearing, the following facts were not in dispute:

    a. The Claimant took on the role of a nanny for the Respondent on Tuesday 19 November 2024 and (after an argument between them) the arrangement ended on Saturday 23 November 2024.

    b. The Claimant stayed overnight at the Respondent's home for that period, which involved caring for the Respondent's children (including a small baby) through the night.

    c. The Claimant had to leave for a period of time for a medical appointment on Wednesday 20 November 2024.

14. On the central issues of dispute, I accepted, on the balance of probabilities, the Claimant's position that:

    a. The Claimant did *not* agree that the trial would be unpaid. The Claimant was a highly experience professional maternity nanny and it is not credible for the Respondent to suggest that the Claimant would have agreed to work 24 hour shifts, for several days, without any remuneration.

    b. Work was agreed on the basis of £250 for a 24 hour period. This rate reflected the location and demands of the job, including caring through the night for a young baby. The Claimant worked 4 x 24 hours periods until Saturday. She then also worked a further 9 hours on the Saturday.

    c. The Respondent had agreed to the Claimant attending a medical appointment on 20 November 2024 for 90 minutes and that this would be paid. I therefore find that there was no agreement allowing the Respondent to deduct any amount from the agreed 24 hour fee amount on this date.

Conclusions

15. The Respondent did not dispute that the Claimant worked for her as a nanny. It was entirely unreasonable for the Respondent to have expected the Claimant to undertake work (especially 24 hour shifts) over several days, for free. In my judgement, the Claimant should have been paid for the work that she did.

16. In my conclusion, the Claimant worked for the Respondent as a nanny for 4 x 24 hour periods, plus an additional 9 hours.

17. The Claimant's claim for unauthorised deduction from wages therefore succeeds.

18. I am prepared to award the Claimant the amount claimed in relation to 4 x 24 hour periods (4 x £250 = £1,000), plus an additional nine hours work carried out on Saturday 23 November (9/24ths of £250 = £93).

19. The Respondent is therefore ordered to pay the Claimant the gross sum of £1,093.

20. The Claimant will need to account for her own tax and national insurance obligations in relation to that amount.

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Employment Judge Robinson

Date__9 December 2025_____