



EMPLOYMENT TRIBUNALS

Claimant: Ms Charlotte McVitty

Respondent: Little Rainbows Academy Ltd

Heard at: Nottingham Employment Tribunal
(via CVP)

On: 11 December 2025

Before: Employment Judge Muzaffer

Representation:

Claimant: Mr Peter Ward (counsel)

Respondent: Ms Jo Laxton (counsel)

JUDGMENT

The judgement of the Tribunal is:

1. The Claimant's claim for an unauthorised deduction from wages is not well founded and is dismissed.
2. The Claimant's claim relating to an entitlement to a pay increase through custom and practice is not well founded and is dismissed.
3. The Claimant's claim in respect of holiday pay is dismissed on withdrawal.

REASONS

Introduction

1. The Claimant was employed as a nursery manager by the Respondent. Her employment commenced on 01 May 2011 and was ongoing at the date of the hearing.

The claim

2. The ACAS Early Conciliation Certificate was issued on 13 May 2025.
3. The Claimant lodged her ET1 on 28 May 2025. On the ET1, the Claimant states that she is seeking (i) arrears of pay; and (ii) other payments. Specifically, the Claimant is seeking:
 - Unlawful deduction from wages: £765.90, representing a deduction of 45 hours from her wages at an hourly rate of £17.02;
 - Back pay: £1992.83, representing an additional amount of wages that would have been owed to the Claimant if she had been awarded a pay increase in April 2024 as was customary.
4. Regarding the unauthorised deduction of wages, the Claimant asserted that 45 hours were deducted from her wages without notice or explanation. The Claimant had submitted details of the hours worked to the accountant who had issued a draft payslip which corresponded with the number of worked hours that she had submitted to payroll. However, two days before payment was made, Ms Chrisdina Hanrahan (Director of Little Rainbows Academy Ltd) had notified the accountant that the figure was incorrect and had requested a deduction of 45 hours from the Claimant's payslip.
5. The relevant pay date from which the deduction was made was 07 February 2025, for work that was said to have been done for the four weeks up to 31 January 2025.
6. Regarding the back pay, the Claimant asserted that it was customary for all staff working for the Respondent to receive a pay rise in line with the government's annual wage increase. She did not receive a pay rise in April 2024. The Claimant was initially informed by Chrisdina Hanrahan that she had not been awarded a pay rise as her appraisal was outstanding, but then was subsequently informed that it was because there were insufficient funds and due to a poor Ofsted report.
7. The ET3 was filed on 15 July 2025, in which the Claimant's claims were denied in full. The Respondent asserted that the Claimant was not present at work on various dates in January 2025 and failed to submit timesheets despite repeated requests to do so. She also attempted to submit and authorise inflated payslips, unauthorised overtime and payment for compassionate leave when she was not entitled to do so. The Respondent stated that the payroll entries were corrected before being finalised, which does not amount to an unlawful deduction from wages as the Claimant had not worked the 45 hours for which she had claimed.
8. Regarding the claim for back pay, the Respondent stated that the Claimant was notified in April 2024 that she would not be issued with a pay rise due to financial losses that had been sustained by the nursery following two negative Ofsted reports. Whilst the Claimant appeared to have accepted this explanation, she then altered her hourly rate and submitted the enhanced

claim to payroll without consent. The unauthorised raise was reversed by the Respondent's Director before it was approved by payroll.

Additional claims

9. On her ET1, the Claimant included a claim for unpaid holiday pay in the sum of £131.25 to reflect 17.5 days of annual leave that she was unable to take in 2024-2025 due to illness. She repeated that claim in her witness statement when dealing with the remedy that was sought from the Respondent. However, an issue was raised at the preliminary hearing on 05 September 2025 as to whether there was any valid basis on which the Tribunal could consider this part of the claim given that (i) there is no right to a payment in lieu of unused holiday entitlement under the Working Time Regulations 1998 in circumstances where the employment was ongoing and (ii) the Claimant had not sought to take the alleged outstanding annual leave and therefore had not been refused the ability to do so.
10. At the hearing on 11 December 2025, counsel for the Claimant withdrew the claim for unpaid holiday pay on behalf of the Claimant. I therefore dismiss that part of the claim on withdrawal.
11. In the Claimant's witness statement, she stated that she also sought compensation for an unlawful deduction of wages for 13.5 hours of work, in the sum of £229.77, relating to deductions that were made in late 2024 without any notice. The Respondent raised a preliminary issue regarding this part of the claim as it had not been expressly pleaded at any prior stage. Counsel for the Claimant conceded that this claim had not previously been pleaded and was therefore not being pursued.

The issues

12. The issues for determination, which were largely factual, were :
 - i. Unlawful deduction from wages:
 - Did the Claimant work the 45 hours to which the claim relates?
 - Has the Respondent made a deduction from wages?
 - If so, was the deduction lawful or unlawful?
 - ii. Back pay/pay increase:
 - Was the Claimant entitled to a pay increase as an implied term of her contract to reflect custom and practice?
 - Was the failure to pay the Claimant a pay increase a breach of an implied term of her contract?

The hearing

13. At the start of the hearing, it was confirmed that no reasonable adjustments were required for any party or representative.

14. I had sight of the following:

- i. A bundle of 152 pages, agreed by both parties;
- ii. Witness statements as follows:
 - a. Charlotte McVitty (Claimant), dated 23 August 2025;
 - b. Chrisdina Hanrahan (on behalf of the Respondent), dated 03 December 2025;
 - c. Michelle Aliaj (on behalf of the Respondent), dated 04 December 2025;
- iii. A bundle titled 'disputed documents'. Pages A1-A18 were submitted on behalf of the Claimant. However, at the start of the hearing, counsel for the Claimant indicated that the Claimant was no longer seeking to rely on the documents. Pages A19-A22 were submitted on behalf of the Respondent, who indicated that they wished to rely on the documents. No objection was raised on behalf of the Claimant and I therefore admitted pages A19-A22 as evidence;
- iv. A second witness statement on behalf of the Claimant, dated 09 December 2025. At the start of the hearing, I asked counsel for the Claimant if there was any application being pursued to admit the evidence out of time. I was informed that no such application was being made and that the additional statement was not being relied upon;
- v. A third witness statement on behalf of the Claimant, dated 10 December 2025. As above, at the start of the hearing, I asked counsel for the Claimant if there was any application being pursued to admit the evidence out of time. I was informed that no such application was being made and that the second additional statement was not being relied upon,

15. At the start of the hearing, counsel for the Respondent sought leave to adduce and rely upon a contract of employment relating to a different member of staff at the nursery. The application was made on the basis that the terms of the contract were identical to those in the contract of employment between the Claimant and the Respondent (which was not available) and that it would corroborate the Claimant's admission that there was no contractual right to a pay increase. It would also support the Respondent's case by demonstrating how the business was organised. Counsel for the Claimant opposed the application on the basis that the document was only being adduced on the day of the hearing. Having considered the overriding objective and the limited probative value of the document (particularly in circumstances where the Claimant was not asserting that there was any contractual right to a pay increase) and the potential prejudice to the Claimant in having to deal with a document which did not directly relate to her at a very late stage, I refused the Respondent's application to adduce and rely on the contract of employment for another member of staff.

16. I heard evidence from Charlotte McVitty, Christina Hanrahan and Michelle Aliaj. I also received written submissions on behalf of both parties.

17. I have carefully considered the documentary evidence provided, together with the parties' oral evidence and written closing submissions.

The law

18. The right not to suffer an unauthorised deduction is set out in section 13 of the Employment Rights Act 1996:

Right not to suffer unauthorised deductions

- (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.
- (2) In this section "relevant provision", in relation to a worker's contract, means a provision of the contract comprised –
 - (a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or
 - (b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.
- (3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion.

.....

19. A practice or benefit will become an implied term of the employment contract if it is regularly adopted and is customary in a particular trade or locality or at a particular workplace.

20. For the custom or practice to amount to an implied term of the employment contract, it must be "*reasonable, certain and notorious*" (***Henry v London General Transport Services Ltd [2001] IRLR 132***) and followed "*because there is a sense of legal obligation to do so*" (***Solectron Scotland Ltd v***

Roper [2004] IRLR 40). As noted in **Solectron**, “a custom or established practice applied with sufficient regularity may eventually become the source of an implied contractual term. That occurs where the point is reached when the courts are able to infer from the regular application of the practice that the parties must be taken to have accepted that the practice has crystallised into contractual rights”. The parties must be shown to be applying the term because there is a sense of legal obligation to do so.

21. In this context, “notoriety” is to be taken to mean no more than a sufficiently widespread knowledge and understanding of the practice (**Patel v De Vere Group Ltd [2013] 4 WLUK 621**).
22. There must be sufficient evidence of the alleged custom and practice to allow the court to infer that both employer and employee would regard themselves as bound by the practice, notwithstanding the absence of any express provision to that effect in any individual employment contract (**Patel v De Vere Group Ltd [2013] 4 WLUK 621**).
23. The burden of proving the existence of the custom and practice is upon the party that is seeking to rely on the consequential incorporation of the term into the contract, on the balance of probabilities.

The evidence

24. The following facts are not in dispute:

- i. The Claimant commenced work for the Respondent on 01 May 2011. At the date of the hearing, she remained in the employment of the Respondent, albeit that she had been on long-term sickness absence since the end of January 2025;
- ii. The Claimant later became registered with Ofsted as the manager of the nursery;
- iii. At the relevant time, the expectation was that the Claimant would work 40 hours per week (see ET1 and ET3);
- iv. In January 2025, the Claimant was being paid £16 per hour;
- v. The Claimant was responsible for providing a master spreadsheet to the payroll company on a monthly basis, which contained details of the hours worked by each member of staff;
- vi. On 03 February 2025, the Payroll Supervisor uploaded draft payslips to the portal for the Claimant’s approval. The Claimant approved the draft payslips on 04 February 2025;
- vii. The draft payslip that was uploaded for the Claimant indicates that the basic hours worked for the relevant period were 169.25, payable at a rate of £16 per hour. The draft payslip also contained an entry for 20 hours of holiday pay, payable at the same rate;

- viii. The relevant period is from Monday 06 January 2025 to Friday 31 January 2025 inclusive;
- ix. When the finalised payslip was issued on 07 February 2025 for the relevant period, it had been amended to indicate that the Claimant was being paid for 124.25 basic hours and for 20 hours of holiday pay, all at the rate of £16 per hour;
- x. The reduction in hours worked, which amounted to 45 hours, was authorised by Chrisdina Hanrahan on behalf of the Respondent;
- xi. The Claimant accepts that she instructed the payroll provider to increase her hourly wage by £1.02 to £17.02 per hour in April 2024;
- xii. On 30 April 2024, Chrisdina Hanrahan telephoned the payroll provider and instructed them to change the Claimant's hourly rate of pay back to £16.

Was a deduction made?

25. There is no dispute that the Claimant's claim regarding the 45 hours relates to payment of wages. The first substantive question that I therefore need to determine is whether the Respondent has made a deduction from the Claimant's wages. For the purposes of a claim pursuant to section 13 of the Employment Rights Act 1996, a deduction is a complete or partial failure to pay what was properly payable on a particular occasion. I must therefore consider how much was 'properly payable' in relation to the period from 06 January 2025 to 31 January 2025 to be able to determine if there was a deduction and, if so, of how much.
26. I remind myself that it is the Claimant who brings the claim and therefore the burden of proving that a deduction took place rests with her, on the balance of probabilities.

Timesheets

27. Both parties agreed that, in order for a staff member to be paid, a timesheet had to be submitted. The timesheet, which was a proforma document prepared by the Respondent, contained the following statement – *"You are required to complete and submit timesheets as directed in order to ensure that you receive the correct payment. Incorrectly completed or late submission of, timesheets pay result in incorrect or delayed payment of wages. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your summary dismissal"*.
28. Each member of staff was required to fill in a monthly timesheet which contained details of the start and end time of their working shift each day, the number of hours worked per day and per week, and the amount of annual leave that was taken. Each member of staff had to sign the timesheet to certify that it was an accurate record of the hours that they had worked for any given month.

29. In evidence, the Claimant stated that staff members would submit their timesheets to her at the end of the relevant monthly period. She would then incorporate the information from all of the timesheets into a master timesheet that she would submit to payroll.
30. Prior to submitting the master timesheet to payroll, the Claimant would check that it was accurate. She would do so by cross-referencing the timesheets against the staff rota and against Genie, the nursery's digital register. If the start or end times of a member of staff's shift differed in reality to that which was on the rota, then the rota would be amended to reflect the actual times that had been worked. The Claimant would also send the rotas to payroll, along with the master spreadsheet.
31. Notwithstanding the above process regarding timesheets, the Claimant states that she never completed the proforma timesheet herself. Instead, she would incorporate her hours onto the master spreadsheet before it was sent to payroll.
32. Prior to Spring 2024, it does not appear that Chrisdina Hanrahan required the Claimant to send her the master spreadsheet before it was submitted to payroll. However, on 28 May 2024, Chrisdina Hanrahan sent an email to the Claimant which read *"Last month I requested that you forwarded me the spreadsheet prior to sending it to payroll. I did not receive the information as requested. I am requesting again that the spreadsheet is to be sent to me and I shall forward it to Bateswestern"*.
33. In response to the email, the Claimant asked why the normal procedure was being changed, and highlighted that she had not been asked to provide the spreadsheet prior to submission at any stage over the previous fourteen years.
34. In evidence, Chrisdina Hanrahan stated that she had started to request that the information was sent to her so that she could check it and submit it to payroll directly after it was identified that the Claimant was increasing her own hours and pay.
35. The Claimant accepted that, on at least two occasions, she had failed to comply with the request to send the master spreadsheet to Chrisdina Hanrahan prior to it being submitted to payroll. One occasion was the subject of the email that was sent on 28 May 2024, and another occasion was the submission of the master spreadsheet in February 2025 that led to the draft payslip dated 03 February 2024. The Claimant stated that it was her habit to send the master spreadsheet directly to payroll which was why she had failed to comply with the request on at least two occasions. It is clear from the evidence that she was also engaging with payroll about whether she could be paid for compassionate leave in December 2024 without prior recourse to Chrisdina Hanrahan.
36. On 07 February 2025, the Claimant emailed Chrisdina Hanrahan stating that she was expecting over £400 more in her wages than she had received, and asking for the error to be corrected. At that stage, she did not provide any

evidence of the hours that she claimed that she had worked in the relevant period.

37. Over two months later on 15 April 2025, the Claimant wrote to Chrisdina Hanrahan regarding the alleged error in her wages. She provided a breakdown of the hours that she had worked for the four week period from Monday 06 January 2025 onwards. In evidence, she stated that the screenshots contained in her letter of 15 April 2025 had been taken from the weekly rotas that she had amended before they had been sent to the accountant.
38. Having considered the oral and documentary evidence in the case, I am not satisfied that the screenshots that have been provided by the Claimant to substantiate her claim for 169.25 hours of work in the relevant period are accurate for the following reasons:
- i. The screenshots were produced more than two months' after the initial query regarding her pay arose and I am not therefore satisfied that they were produced contemporaneously;
 - ii. The screenshots themselves contain inconsistencies. For example, for the week commencing 13 January 2025, the screenshot indicates that the claim was for a total of 47 hours, whereas the individual figures add up to 49 hours. Similarly, for the week commencing 20 January 2025, the screenshot indicates that the claim was for 42 hours whereas the individual figures add up to 44 hours (and the Claimant expressly states that she did not take any breaks at all that week to account for the discrepancy);
 - iii. The Claimant's evidence is that it was common practice for the rotas to be adjusted to show the actual times that were worked by an individual. Her evidence was that the screenshots that she provided were of the weekly rotas that had been amended before being sent to the accountant. However, there are a number of discrepancies between the rotas themselves (which were produced by the Respondent) and the screenshots that were relied upon by the Claimant. For example, for Monday 06 January, the rota itself shows that the Claimant did not work any hours at all, which was in line with her evidence that she did not normally work on a Monday. However, the screenshot shows that she worked from 07:15 to 18:00 hours that day. A similar discrepancy occurs on 27 January 2025, when the rota indicates that the Claimant did not work at all that day, whereas her submitted screenshot suggests that she worked from 07:00 to 10:00 hours. By way of a further example of a discrepancy, the rota entry for Thursday 30 January has been amended by hand to show that the Claimant worked from 09:00 to 17:00 hours. However, the entry on the submitted screenshot is different, showing that the Claimant did not work at all that day;
 - iv. I have also considered the screenshot from the Octopus365 Register. I accept the Claimant's evidence that the register will not show the exact times that she worked, as it only shows the times when she logged into

and out of the system. However, the data again casts doubt over the accuracy of the submitted screenshots. For example, the submitted screenshot for 28 January indicates that the Claimant worked from 07:00 to 14:30 hours. However, the Octopus365 entry suggests that she didn't log out of the system until 18:07 hours that day, almost four hours after she stated that she had finished at work;

- v. The Claimant submitted a claim for 20 hours of holiday pay for the relevant period, none of which is shown on the screenshots;
- vi. The Claimant did not send the master spreadsheet containing details of the hours that she had worked to the Respondent for approval prior to submission to payroll, contrary to an express request to do so.

39. I do not consider that it is necessary to make any findings as to the reasons for the discrepancies in the submitted screenshots. However, for the reasons outlined above, I am not satisfied that the submitted screenshots can be relied upon to prove the Claimant's claim that she worked the 169.25 hours as stated.

40. I have considered whether there is other evidence which supports the Claimant's claim relating to the hours worked. Sign-in sheets from 20 December 2024 to 04 February 2025 have been produced. According to the Claimant, any member of staff attending the nursery had to sign in on entry and sign out on exit. The Claimant states that, as she lived above the nursery, she never signed the sign-in sheets. Her name does not appear at all on the documents. However, as she clearly was at work on multiple dates during January, I cannot conclude that the absence of her signature on a particular date means that she was, in fact, not at work.

41. It is not disputed that the Claimant's pay was reduced by 45 hours at the instruction of Chrisdina Hanrahan, on behalf of the Respondent. Chrisdina Hanrahan stated that she had initially tried to access the draft payslips on the portal but found that they had been deleted. She therefore had to request them again from the payroll provider. The Claimant was the only other person who had access to the portal and she therefore concluded that it was the Claimant who had deleted them so that Chrisdina Hanrahan could not see the figures that the Claimant was submitting to payroll.

42. Chrisdina Hanrahan's evidence is that she looked at the draft payslip and realised that the Claimant had claimed for more than her authorised number of hours per month, which was 160 (calculated at 40 hours per week). She had therefore deducted the excess number of hours (9.25) as no overtime had been authorised. The Claimant had claimed for 20 hours of holiday pay which had not been taken or authorised, and so that figure was deducted as well. Chrisdina Hanrahan had then deducted a further 15.75 hours (as per her witness statement) to reflect the times when she had been present at the nursery but when the Claimant had not been there. The total deduction was therefore 45 hours.

43. Chrisdina Hanrahan accepted that she had not retained any record as to how the total of 15.75 hours had been calculated.

44. Chrisdina Hanrahan states that she was present at the nursery on 21 January 2025 and 28 January 2025. The fire safety log shows that she was at the nursery from 09:30 to 15:30 hours on each of those dates. Her evidence is that the Claimant was not present.
45. Chrisdina Hanrahan states that she also attended the nursery on 29 January and was informed that the Claimant had taken the day off. She states that the Claimant was not present at the nursery that day. The fire entry log does not show any entry by Chrisdina Hanrahan for 29 January. However, the Claimant did appear to accept in her evidence that Chrisdina Hanrahan was at the nursery that day, as the Claimant states that she was working from her flat in the morning and then went into the nursery after Chrisdina Hanrahan had left the building.
46. On 30 January, Chrisdina Hanrahan was informed by a staff member that the Claimant had a migraine and would be in her flat for the day. I note that the Claimant has not claimed any working hours for that date and accepts that she did take that day off due to a migraine.
47. On 31 January, Chrisdina Hanrahan stated that she repeatedly called the nursery and was told that the Claimant was either not present or up in her flat. She stated that the Claimant did not have permission to work from home.
48. The Claimant has produced a number of screenshots showing that, on occasion, she would work on a Monday (which is not disputed). However, the majority of the screenshots pre-date January 2025 and therefore do not assist me beyond that point.
49. The Claimant has produced an email from 31 January, timed at 16:27 hours, as evidence that she was working on that date. She has also produced a screenshot from the Octopus365 system which shows that she was logged onto the system on 21, 28 and 31 January 2025. The Claimant has indicated that she can log onto the system from her home or the nursery. Whilst these documents do support the Claimant's case that she did some work on those dates, they are not conclusive – not least because the Claimant herself accepts that the Octopus365 log does not show an accurate record of her working hours.
50. I accept the evidence of Chrisdina Hanrahan in relation to the reduction of hours from the total sum claimed by the Claimant. I accept that the reductions due to unauthorised overtime and holiday pay (which was not evidenced on any of the submitted documents) were appropriate. I accept her evidence as to the days when she attended the nursery when she states that the Claimant was not present.
51. I therefore conclude that Chrisdina Hanrahan, on behalf of the Respondent, was entitled to reduce the claimed hours to the extent that she did so. As such, I am satisfied – and I find as a fact – that the amount of wages that were paid to the Claimant for January 2025 equated to the total amount of wages properly payable to her. In other words, I am not satisfied on the balance of probabilities that the Claimant has shown that an unauthorised deduction has been made within the meaning of the Employment Rights Act 1996.

52. I note that, in the amended payslip, the entry for 20 hours of holiday pay remains and the Claimant was paid for that sum. Chrisdina Hanrahan's evidence is that, as there was no evidence of any taken holiday on the submitted screenshots, the 20 hours was deducted as part of the total deduction of 45 hours. The payslip should therefore have reflected a deduction of 25 hours from basic pay and a deduction of 20 hours of holiday pay. However, I have to assess whether "the total amount of wages" paid to the Claimant was less than the total amount that was properly payable. Section 27 of the Employment Rights Act 1996 confirms that holiday pay is included in the definition of "wages". The hourly rate that was paid to the Claimant was the same for her basic rate as for her holiday pay. I am therefore satisfied that the total amount of wages paid was correct, albeit the recording on the payslip was incorrect.

Pay increase

53. The Claimant's evidence is that it was common practice for staff at the nursery to receive a pay rise every April, taking the statutory minimum wage increase into consideration.

54. The Claimant states that, in April 2024, all other members of staff received a pay increase, save for herself. This included staff who were already on a higher wage than the minimum wage. She was initially informed that an appraisal needed to take place before a pay increase would be granted, and then was subsequently informed that there were no funds to provide her with a pay increase due to financial losses following two negative Ofsted inspections.

55. The Claimant has produced evidence of the pay slips of other staff in support of her case. She states that the hourly pay of staff member "MA" was increased from £11.91 to £12.91 in April 2024, and that the hourly pay of staff member "SC" was increased from £11.42 to £12.44 in April 2024 – meaning that both staff members received an increase above the minimum wage. She also refers to three other staff members – "CH", "RM" and "SR" – who each had their hourly pay increased in April 2024 from £10.42 to £11.44. However, I note that these pay increases were required to bring their pay in line with the increase in the minimum wage, which increased to £11.44 in April 2024.

56. The Claimant accepts that, in April 2024, she was on an hourly rate of £16 per hour, albeit she did not view that as being substantially above the minimum wage.

57. The Claimant accepts that she increased her own hourly rate with payroll at the same time as increasing the hourly rate of other members of staff. The increase was not dependent on an appraisal, but was something that she expected because all other members of staff were receiving an increase. At the time that she increased her hourly rate with payroll, she had not been informed that she would not be receiving a pay rise, although she was subsequently told that that was the position.

58. The Claimant accepts that there was no contractual right to a pay rise. She agreed in evidence that she had not been awarded a pay rise every year.

59. The Respondent's case is that the Claimant was expressly informed that no discretionary pay rises could be approved due to financial losses incurred through the loss of a contract with Derby City Council, and that she accepted that explanation at the time. The Claimant was already on a rate of £16 per hour, which was above the rate of any other manager. Other staff members who received pay increases received them in line with the increase to the statutory minimum wage.
60. The Claimant did not raise the issue of a pay rise again from April 2024 until after she went on sick leave at the end of January 2025.
61. It is clear from the Claimant's evidence that she instructed payroll to adjust her own hourly rate upwards by £1.02 without informing Chrisdina Hanrahan that she was doing so. Notwithstanding her assertion that it was common practice to receive a pay increase, the Claimant accepts that she did not, in fact, receive a pay increase every year. Whilst other staff members did receive a pay increase in April 2024, it is clear that many of them did so in line with the minimum wage increase, and that the Claimant was on a considerably higher hourly rate in any event.
62. Having considered the evidence, including the Claimant's acceptance that she had not, in fact, received a pay increase every year, I find as a fact that it was not customary for a pay increase to be made to each member of staff each year. As such, it cannot be said that the pay increases happened with sufficient regularity to effectively become an implied contractual term.

Other issues

63. A number of other issues were raised during the course of the hearing, including (i) the whereabouts of the Claimant's contract; (ii) whether the Claimant had removed documents from the nursery; (iii) whether the Claimant had used money from the nursery for her own benefit; (iv) whether there was a requirement to refund money for raffle tickets; (v) whether it was appropriate for the Claimant to request compassionate leave; and (vi) factors relating to a prior investigation into the Claimant's conduct in communicating with Chrisdina Hanrahan. Unless mentioned elsewhere in this judgment, I have not found it necessary to make any findings of fact in relation to these additional issues as they do not substantially assist me either way with the relevant issues that I must determine in this case.
64. It is clear from the documentary and oral evidence that the personal relationship between the Claimant and her mother, Chrisdina Hanrahan, is under strain, and that some of the personal grievances have become intertwined with aspects of the employment relationship. I make no formal findings of fact in this regard, save for concluding that I am not satisfied that Chrisdina Hanrahan has sought to penalise the Claimant financially through a deduction of pay or refusal of a pay increase as a result of the ongoing family difficulties.

Conclusion

65. For the reasons stated above, I dismiss the Claimant's claim for an unauthorised deduction of wages and I dismiss her claim in relation to entitlement to a pay increase.

Employment Judge Muzaffer

06 January 2026

JUDGMENT SENT TO THE PARTIES ON

09 February 2026

FOR THE TRIBUNAL OFFICE

Notes

1. Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.
2. Judgments 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.
3. Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>