



EMPLOYMENT TRIBUNALS

Claimant: Ms D Edassery Valappil Achuthan

Respondent: Signa Care Group Ltd

Heard at: Newcastle (by CVP)

On: 9 - 11 March 2026

Before: Employment Judge Childe

REPRESENTATION:

Claimant: Mr K B Kumaran Nair (claimant's brother-in-law)

Respondent: Ms Hatch (Counsel)

SUMMARY REASONS

1. The tribunal gave oral summary reasons at the hearing.
2. A written Judgment was issued to the parties.
3. The claimant requested summary reasons.
4. These are those reasons.
5. I refer to each of the issues that the tribunal had to decide, by reference to the original issue number in the original agreed list of issues, which is appended to this judgment.

2. Unfair dismissal

2.1 Was the reason or principal reason for dismissal that the claimant made a protected disclosure?

2.2 Alternatively, was the reason or principal reason for dismissal that the claimant asserted her statutory right under the Working Time Regulations 1988?

2.3 Alternatively, was the reason or principal reason for dismissal that action was taken, or was proposed to be taken, by or on behalf of the claimant with a view to enforcing or otherwise securing the benefit of a right conferred by the National Minimum Wage Act 1998?

6. I have decided, as a finding of fact, that the only reason the claimant was dismissed was because she refused to carry out the domiciliary drop-in visits that she was recruited to do, and which she was required to do as a condition of her visa.
7. I have accepted the evidence of Tessie Thomas, which was not effectively challenged by the claimant, that this was the reason that the claimant was dismissed.
8. Tessie Thomas's oral evidence is consistent with the documentary evidence available, which I summarise as follows:
 - a. Tessie Thomas told the claimant, by email on 12 November 2024, that if she could not attend the domiciliary drop-in visits in the timeframe set by the respondent, which required the claimant to have access to a car, her contract of employment would be terminated.
 - b. On 22 November 2024 Tessie Thomas wrote a long letter to the claimant addressing the concerns that she had raised in her letter of 20 November 2024 and made the following key points:

i. Drop-in Shifts:

It was clearly communicated that drop-in shifts are an integral part of the role. Any refusal to perform tasks associated with this role, such as drop-in visits, is a breach of the COS regulations for care workers and home care workers (Code 6135).

ii. 13. Termination of Contract:

If you are unable to fulfil the requirements of the role, including attendance at local areas as specified in the contract, the company will have no choice but to terminate your contract with one week's notice

as per the terms of employment as you seriously breach your employment obligations.

Your role in domiciliary care is critical to ensuring the wellbeing of vulnerable individuals who depend on timely support for their daily needs. Refusal to fulfil your duties, risk breaching safeguarding protocols and endangering client care.

- c. On 22 November 2024 the claimant emailed Tessie Thomas to say that she would provide a formal response to her letter by 27 November 2024 but said in the meantime she was unavailable for all drop-in shifts, until a mutual agreement or conclusion was reached.
 - d. On 27 November 2024 the claimant wrote to the respondent to say that she could not do the drop-in visits within the timeframe required by the respondent.
- 9. The problem for the claimant was that although she had an Indian driving licence and could have obtained a UK driving licence to drive the car that she had access to in the UK, she had unfortunately previously been involved in an accident in India which meant that she did not want to drive again. This left the claimant with few attractive options to enable her to get to her next domiciliary drop-in visit on time, because she chose not to drive the car she had access to.
 - 10. The claimant reasonably couldn't dictate how long it would take her to travel between domiciliary care visits, for example according to a public transport timetable. The time travel was dictated by the respondent, considering the needs of the service users, and required the claimant to drive or be driven between visits.
 - 11. Tessie Thomas formed the view, which was reasonable given the email exchange described at paragraph 8, that the claimant was refusing to do the drop-in visits within the timeframe required by the respondent. This was Tessie Thomas's reason for the claimant's dismissal.
 - 12. The claimant submission that there is no written evidence that the claimant refused all drop-in duties misses the crucial point here, which is the claimant was refusing to do all drop-in duties within the timeframe required by the respondent, and she communicated this in her email of 27 November 2024.
 - 13. Having reached this finding, I conclude that the reason or principal reason for dismissal was not because the claimant made a protected disclosure, nor was it because the claimant asserted her statutory right under the Working Time Regulations 1988, nor was it because action was taken, or was proposed to be taken, by or on behalf of the claimant with a view to enforcing or otherwise securing the benefit of a right conferred by the National Minimum Wage Act 1998. It was for the reason set out in paragraphs 6 and 11 above.

4. Protected Disclosure

14. In fact, the claimant made no such protected disclosure at all. The only protected disclosure relied on for the purposes of this claim is set out in issue 4.2 and is the claimant's disclosure to ACAS which she told the respondent about on 27 November 2025. The claimant's own evidence was that she did not provide information of any kind to the respondent about what she said to ACAS, on 27 November 2025. For this reason, the disclosure cannot be protected because no information was disclosed.

5. Unlawful deduction from wages

5.1 Did the respondent fail to pay the claimant the national minimum wage?

Were the wages paid to the claimant on the following dates less than the national minimum wage she was entitled to?

5.1.1 19 October 2024;

5.1.2 26 October 2024

5.1.3 13 November 2024.

5.2 How much is the claimant owed?

15. The claimant's complaint that there has been unlawful deduction from wages due to a failure on the respondent's part to pay national minimum wage relates to three separate key periods on three separate days, as set out in the heading above.
- a. Firstly, whether the claimant should have been paid for travel time between domiciliary care visits. The respondent agrees it has made an unlawful deduction from the claimant's wages by not paying her travel time in the sum of £48.62. I therefore uphold this claim.
 - b. Secondly, the claimant says she should be entitled to one hour's travel time from her home to her first client. This claim is not well-founded as travel time between the claimant's home and place of work is specifically excluded from the national minimum wage calculation under section 27 (c) National Minimum Wage Regulations 2015 ("the NMW Regulations").
 - c. Thirdly, the claimant says she should be entitled to standby time, which is time that the claimant was not attending domiciliary visits, or travelling, but nonetheless is said to be time when the claimant had to be available at or near her place of work for the purposes of working. As to this claim:
 - i. It is agreed by the respondent that the relevant part of the NMW Regulations that I must consider is section 27 (b). This section provides that hours a worker is available at or near the place of work

for the purposes of working, unless the worker is at home, count towards hours worked for the purposes of the NMW Regulations.

- ii. The burden of proof is on the respondent to show that it has complied with this section of the NMW Regulations.
- iii. The respondent's own evidence is as follows:
 - 1. On 19 October 2024 the claimant was scheduled to carry out domiciliary care visits from 7 AM to 9 PM. There were three unpaid breaks between the actual domiciliary care visits and travel time of:
 - a. 1.45 hours;
 - b. 1.3 hours; and
 - c. two hours.
 - 2. On 26 October 2024 the claimant was scheduled to carry out domiciliary care visits from 7 AM to 9 PM. There were four unpaid breaks between the actual domiciliary care visits and travel time of:
 - a. 2.3 hours;
 - b. 1.15 hours;
 - c. 3.3 hours; and
 - d. 2 hours.
 - 3. On 13 October 2024 the claimant was scheduled to carry out domiciliary care visits between 8 AM and 6 PM. There were three unpaid breaks between the actual domiciliary care visits and travel time of:
 - a. 2.3 hours;
 - b. 1.15 hours; and
 - c. 2.15 hours.
- iv. The issue for me is therefore whether the time in between domiciliary visits and travel time on the three days identified by the claimant was when the claimant was available at or near a place of work for the purposes of working and not at home.

- v. Michael Wressle sent a WhatsApp message to the claimant and other employees doing drop-in domiciliary work, on 28 September 2024, which said *'can i remind everyone that if you are booked for the drop in visits, you should not organise anything on these days, as if any new packages start they will be automatically added to your booked days.'*
- vi. The claimant said in evidence that she interpreted this message as him saying that she needed to be on standby throughout the whole shift.
- vii. Mr Wressle's evidence was that he would always give workers 24 hours' notice of any new packages of care that they were required to attend to on their drop-in days.
- viii. Mr Wressle accepted that this was not communicated to the claimant.
- ix. I have decided that it was reasonable of the claimant to conclude that she was required to be on standby on the three drop-in days to pick up any new packages of work, because that is what Mr Wressle said to her in the WhatsApp message.
- x. No evidence has been advanced by the respondent to suggest that the claimant was not available or near a place of work for the purposes of working during this time.
- xi. No evidence has been advanced by the respondent to suggest that the claimant was at home during this time.
- xii. I therefore conclude that the claimant was entitled to the unpaid breaks, where she was not attending the domiciliary visits or travelling, on the three days claimed. The figure set out in the judgment to compensate the claimant for this failure was agreed between the parties.

6. Breach of Contract

6.2 Did the respondent do the following:

6.2.1 fail to pay the claimant for a day's induction training in November 2023;

6.2.2 deduct £53 for the cost of a DBS check in December 2023;

16. The respondent agrees that it breached the claimant's contract by:

- a. failing to pay for eight days induction training in November 2023. It is agreed that the claimant is owed £75.55, and

- b. deducting £53 for the cost of a DBS check in December 2023. It is agreed this figure is owed.

6.2.3 in January 2024 pressure the claimant to purchase a car which cost her £2,600?

- 17. I agree with the respondent that the claimant has not proved any contractual right to a claim of £2,600 for the forced pressure to purchase a car. The claimant had no contractual entitlement under her contract of employment to be paid for the purchase of a car.

7. Claims under the Working Time Regulations 1998

7.1 Did the respondent fail to allow the claimant to take daily rest as required by Regulation 10 of the Working Time Regulations on the following dates:

7.1.1 between 11 and 17 February 2024;

7.1.2 9-10 September 2024;

7.1.3 15-16 October 2024?

- 18. The claimant's claim is that the respondent failed to allow the claimant the right to 11 consecutive hours rest in each of the 24-hour periods set out.
- 19. This claim has been pursued without enthusiasm by the claimant. There is nothing, for example, in the claimant's closing submissions about this claim.
- 20. The claimant has not provided enough evidence to satisfy me that there has been a breach of regulation 10 of the Regulations. The claimant accepted that she agreed to work on 10 September 2024, rather than the claimant refusing to allow her to take rest on this day, which undermines her claim.

7.2 Did the respondent interrupt the claimant's daily rest by telephone calls and, if so, were those telephone calls working time?

- 21. This is another claim pursued without enthusiasm by the claimant. There is nothing, for example, in the claimant's closing submissions about this claim.
- 22. The claimant has not provided enough evidence to satisfy me that there has been a breach of the daily rest provisions in the Regulations. On the contrary, the claimant was simply receiving calls at times when she had indicated she was available regarding extra shifts, and these calls did not amount to working time.

7.3 Did the respondent fail to allow the claimant rest breaks as required by Regulation 12 of the Working Time Regulations?

23. The eight shifts identified by the claimant all relate to a period where the claimant, along with another staff member, were on duty at the same time caring for resident JC, overnight.
24. The allegation relates to the respondent not providing the claimant with an uninterrupted rest break of 30 minutes when working more than six hours, under regulation 12 of the Regulations.
25. The claimant has not provided enough evidence to satisfy me that regulation 12 of the Regulations has been breached.
26. I have accepted Tessie Thomas's evidence, which was clear, honest and supported by common sense, that the claimant could take 30-minute rest breaks during each 12 hour shift as JC was in bed and required only a once every two hour check to ensure she was breathing, but otherwise required very little intervention during the night.
27. There were two members of staff looking after JC overnight.
28. There was therefore plenty of time for the claimant to take a 30-minute rest break.
29. Having reached the conclusions I have in this summary judgment I do not need to determine the time limit point at issue 1.

**Approved by:
Employment Judge Childe
26 March 2026**

Note

These are written summary reasons for the judgment. Full written reasons will not be provided unless a party makes a written request within 14 days of the sending of this written record of the decision.

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