



EMPLOYMENT TRIBUNALS

Claimant

Ms Karen Bain

Respondent

Lozi Ltd

v

Heard at: Cambridge

On: 9 February 2026

Before: Employment Judge Tynan

Appearances

For the Claimant: In person

For the Respondent: Ms H Fernandes, Director

JUDGMENT having been sent to the parties on 24 February 2026 and written reasons having been requested by the Claimant in accordance with Rule 60(3) of the Employment Tribunal Procedure Rules 2024, the following reasons are provided:

REASONS

1. A dispute has arisen between the parties as to whether the Respondent made unauthorised deductions from the Claimant's wages. They have tried to resolve the matter between themselves but regrettably have been unable to reach an agreement. I do not think they have been assisted in their discussions by the available payslips, which I understand were prepared by a third party on the Respondent's behalf and in my opinion are apt to cause a degree of confusion.
2. In or around December 2024, the Claimant was contacted by Ms Fernandes regarding a housekeeper role at Barrington Hall. The property is Ms Fernandes' home, but also a venue for events, including weddings. The Claimant's professional background is as an Office Manager.
3. The Claimant commenced employment with the Respondent in the position of General Housekeeper on 13 January 2025. The Claimant's terms of employment had been under discussion prior to her commencing employment. Within a few days of her start date, she and Ms Fernandes signed a written contract of employment giving effect to what had been agreed between them (pages 3 to 12 of the Claimant's hearing bundle). Ms Fernandes took the decision to end the Claimant's employment during

her initial three-month probation period. The Claimant's last day of employment with the Respondent was 3 March 2025.

4. The Claimant's hours of work, including breaks, were stated in the contract of employment to be from 8am to 4pm Monday to Friday. The contract did not state whether breaks were to be paid or unpaid. However, in my experience, where, as here, an employee is paid an hourly rate of pay, breaks are not normally counted as working time for pay purposes. That is certainly the view of the Respondent and it also seems to have been the Claimant's understanding prior to today's hearing, since she wrote in her witness statement that she was owed £112.50 for additional lunch hours worked in January 2025. By implication, she accepted that she was not entitled to be paid for breaks unless they were worked by her. I accept Ms Fernandes' evidence that she was advised that the Claimant was required by law to have a daily rest break and accordingly that she no longer requested the Claimant to work her lunch breaks and told her that she would not be paid for them.
5. The right of a worker not to suffer unauthorised deductions from their wages is contained in Part II of the Employment Rights Act 1996. Amongst other things, tribunals are concerned with whether, on any particular occasion, the wages paid to a worker were less than those "properly payable". In her witness statement, the Claimant sought £690.08 in respect of alleged unauthorised deductions from her wages. In this respect I understand there is no longer an issue between the parties as to the cost of replacing a jumper that was accidentally damaged by the Claimant in the early days of her employment.
6. In terms of what was properly payable to the Claimant by way of wages during her employment, in my judgement the Claimant was entitled to be paid for 8 hours' work per day in January 2025, namely for 15 working days from the date of commencement of her employment to the end of the month. The wages properly payable were £1,800 gross (15 working days x 8 hours x £15 per hour). With effect from 1 February 2025 the wages properly payable were to be calculated on the basis of a 7.5 hour working day, namely the Claimant would take an unpaid lunch break, meaning that for the month of February 2025 the wages properly payable were £2,250 gross (20 working days x 7.5 hours x £15 per hour).
7. The total amounts paid to the Claimant in January and February 2025 were £4,044.95 gross (£1,695.65 gross on 24 January 2025 and £2,349.30 gross on 24 February 2025 - see pages 13 and 14 of the hearing bundle). In the circumstances the Respondent underpaid the Claimant by £5.05 gross.
8. The Respondent accepts that the Claimant has not been paid for 3 March 2025. The amount of the unauthorised deduction from her wages is £112.50 gross (1 working day x 7.5 hours x £15 per hour).
9. The Claimant had accrued untaken holiday on the termination of her employment, equating to 0.69 days. I agree with the Claimant that she is

entitled to be paid £77.62 gross in respect of that leave (£112.50 x 0.69).

10. It is not in dispute that under the terms of the contract of employment (clause 13) the Claimant was entitled to reimbursement of reasonable expenses. She is owed £9 for cleaning products purchased by her.
11. Finally, sums totaling £120.21 were deducted from the Claimant's wages to be paid into a NEST pension on her behalf. However, given her short service she was never enrolled into the relevant scheme. The sums deducted are therefore required to be repaid to her.
12. In conclusion, the Respondent made unauthorised deductions from the Claimant's wages of £324.42 (£5.05 + £112.50 + £77.66 + £9.00 + £120.21). I shall make a declaration accordingly and order the Respondent to pay that sum to the Claimant.

Approved by:
Employment Judge Tynan

Date: 25 March 2026

Sent to the parties on:

19 May 2026

For the Tribunal

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