Case Number: 6047824/2025

EMPLOYMENT TRIBUNALS

Claimant: Ms Rajbir Kaur

Respondent: Schab Limited

Heard at: London South (in public by video) On**:** 31 July 2026

Before: Employment Judge N Wilson

Appearances

For the claimant: Ms Kaur (with interpreter- Mr Ali)
For the respondent: Mr C Mills (litigation consultant)

JUDGMENT

1. The claimant's complaint of unauthorised deduction from wages pursuant to section 13 Employment Rights Act 1996 is well founded and succeeds.

2. The respondent is Ordered to pay the claimant the sum of **£6,664.07**, which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

3. The claimant's complaint of breach of contract in relation to nonpayment of travel expenses is well founded and the respondent is Ordered to pay the claimant the sum of **£97.70**

4. The claimant's complaint under Section 8 of the Employment Rights Act 1996 for a failure to provide itemised payslips is not well founded and is dismissed.

5. The claimant's complaint of holiday pay is well founded and the sums ordered to be paid for her wages claim at paragraph 2 above includes the payment due for her accrued but untaken holiday.

6. The respondent is Ordered to pay the sums set out at paragraph 2 and 3 within **14 days** of the date this Order is sent to the parties.

REASONS

Background

1. This Judgment was reserved as there was no time for me to deliberate once evidence had concluded and closing submissions were heard. I apologise for the delay in providing this Judgment which was due to a combination of leave and other judicial commitments.

2. The claimant issued an ET1 on 22 December 2025. ACAS early conciliation started on 15 October 2025 and ended on 26 November 2025. There are no time limit issues.

3. The claimant brings a claim for:

    a. unauthorised deduction from wages between February and June 2025 and then for September 2025.
    b. breach of contract claims for her training fees and unpaid travel expenses.
    c. holiday pay – for accrued but untaken holiday due on dismissal
    d. failure to provide payslips

4. I had a 346-page claimant hearing bundle and a 24-page respondent bundle which both parties had access to.

5. I had witness statements from the claimant and Ms Dumbrell who also supported her through the hearing with navigating the page numbers of the bundle when needed.

6. The respondent did not call Ms Dumbrell to give evidence and accordingly her evidence is not challenged. I take note however her evidence relates to how she states the claimant was treated badly by the respondent as distinct from having any direct knowledge/ evidence relating to the specific claims being made.

7. The claimant had the benefit of a Tribunal appointed Punjabi speaking interpreter and I made sure they were happy that they were able to understand each other before giving evidence. It was evident the claimant also had some understanding of English as she gave some answers in English.

8. I heard sworn evidence from the claimant.

9. Ms Dumbrell raised (after the claimant had been cross examined but before re-examination) why she was not permitted to ask questions of Mr Mills and I

explained this was because he was the legal representative and not a witness in these proceedings.

10. I was then questioned about how it was fair that there was no one present to give evidence for the respondent. This was only raised after the claimant's cross examination had concluded although I had explained before we started that the respondent has stated they do not intend to call any witness. Ultimately, I explained I cannot compel a party to adduce evidence from any witness. If a party had made any application for a witness Order, it would have been dealt with but no such application had been made. The claimant has had the chance to present her case by virtue of the documents and written statements she has prepared and her oral evidence. The respondent has chosen to defend the case by not calling witnesses, but they can still put matters to her in cross examination to try and challenge her claim. If they do not call a witness and cannot discharge their burden of proof as applicable that is a matter for them

Relevant Law

Unauthorised deductions

11. Section 13 (1) of the Employment Rights Act 1996 ("ERA 1996") creates a right not to suffer an unauthorised deduction from wages.

> (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.
>
> (2) 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.

12. Section 23 of the ERA 1996 gives a worker the right to complain to an Employment Tribunal of an unauthorised deduction of wages. There is no qualifying period of service.

13. An underpayment counts as a deduction.

14. There is no cap on the amount that can be awarded in respect of unauthorised deductions of wages. The Tribunal will not consider deductions from wages where the deduction was made more than 2 years before the complaint was presented subject to the exceptions contained in section 23 4A

15. Wages are defined in s 27(1) of the ERA 1996. Wages are any sums "payable to the worker in connection with his employment.". Commission and bonus payments are a common form of wages s 27(1)(a).

16. Where there is a dispute as to whether a sum is 'properly payable' within the meaning of s 13 (3) of the ERA 1996 a Tribunal may construe the contract to determine that question; Agarwal v Cardiff University [2018] EWCA Civ 2084

Breach of contract

17. The Employment Tribunals (Extension of Jurisdiction (E&W) Order 1994 Reg 3 confers jurisdiction to hear claims for breach of contract where the claim arises out of or is outstanding on the termination of an employee's employment. But the amount an Employment Tribunal can award in the proceedings by way of damages for a breach of contract is capped at £25,000 (Reg 10).

Contractual Terms – Implication of terms

18. A term can be implied into a contract of employment by the conduct of the parties or by custom and practice. Either way, the test is essentially the same "what was agreed between the employers and employees…either expressly or by clear implication" (Garratt v Mirror Group Newspapers Ltd [2011] IRLR 591 Per Leveson LJ §35).1 64.

Failure to provide payslips

19. Pursuant to section 8 of the Employment Rights Act 1996 a worker has the right to be given a written itemised pay statement at or before the time when any payment of wages is made. The right is not limited to employees but also to workers.

20. The payslip must show enough information for the worker to understand their gross pay, how deductions have ben applied and what they will receive.

Findings of fact

21. The relevant findings of facts are as follows. I carefully considered all the evidence submitted to the Tribunal and referred to in the bundle insofar as it was relevant to the issues, as well as the oral evidence given at the hearing even if I do not mention it. I refer to such of the oral evidence as is necessary to explain my decision only. Where I have had to resolve any conflict of evidence, I indicate how I have done so at the material point. References to page numbers are to the bundle and/or the witness statements.

22. The claimant entered into an employment contract with the respondent dated 16 January 2025 (page 261). She was employed as an Aesthetic Therapist.

23. The claimant accepted the clauses in the contract which allowed the respondent to deduct wages for lateness (page 262) and to deduct from wages any sums owed by the claimant (page 262).

24. The claimant's salary was paid at a rate of £35,000 per annum or £16.83 per hour and the contract states her normal hours of work are 40 per week with a minimum of 8 working hours a day. This gives a daily gross rate of pay of £134.62. These calculations were not disputed by the claimant.

25. The contract also states that payments for any period of absence due to sickness will be paid in accordance with the statutory sick pay ('SSP') scheme (page 264).

26. The claimant's holiday year was from 1 January to 31 December. She was entitled to 28 days in the complete holiday year which was inclusive of bank holidays/public holidays. Payments for holidays will be at the normal rate of pay. A maximum of 5 days can be carried over into the next leave year which must be taken by January. Payment in lieu would only be made in the event of termination of the claimant's employment.

27. The respondent accepts that the claimant's final pay including payment of accrued but not taken holiday for 130.7 hours and accordingly it is not in issue that this was the amount of holiday pay she was entitled to upon termination of her employment.

Unauthorised deductions from wages - February 2025 to June 2025

28. The claimant was not paid for 3 days off she took in April 2025. The amount deducted for this was authorised in accordance with the fact that she agreed to it being unpaid leave and the amount deducted equated to those 3 days (£134.62 per day). The claimant accepted the calculation was correct for the deduction on the relevant pay slip (page 12 of the respondent's bundle) but her evidence about this was confused. She stated she had asked for 3 days unpaid leave to attend a festival but then did not attend and came back to work. I was

not persuaded by her evidence here. There is nothing in the wider evidence that supports her assertion that she did in fact work and her oral evidence was not persuasive in this regard. The respondent has established the claimant on balance did take 3 days off in April 2025 and accordingly they were entitled to deduct her wages for these 3 days in April 2025.

29. The respondent made deductions from the claimant's wages in May 2025 equating to 4 days off that month.

30. The respondent argues the claimant was not paid for 1 May 2025 because she was off sick. The respondent failed to establish that the claimant was in fact not at work on this date due to sickness or for any other reason entitling them to deduct her wages for the entire day. The documentary evidence supports the claimant's oral evidence that she informed the respondent she was making a personal call at around 10.34. The claimant's oral evidence was clear and persuasive that she was at work on this day and had simply sought permission to be on a personal call for 10-15 minutes. I find the wages were properly payable and were not paid. There is no cogent evidence adduced from the respondent to persuade me the claimant did not work that day and that the respondent was entitled to deduct wages for the 1 May from the claimant's pay.

31. The respondent similarly argued that the claimant was not paid on 9 May 2025 because the respondent had informed her she would not be. There is a message from Charmelle (page 21 of the respondent's bundle) informing the claimant she will not be paid for 'today'. No reason is given in the message about why the claimant will not be paid. There is no evidence adduced from the respondent as to why the claimant would not be paid on this date. The claimant could not recall in her oral evidence that she did not work on that date, and I was not pointed to any other evidence to support that the respondent was entitled to make a deduction on this date. I find the wages were properly payable and were not paid. The respondent has not discharged their burden of proof in respect of this deduction.

32. The claimant was involved in a car accident on the way to work on 21 May. Whilst her oral evidence was that she worked the whole day apart from an hour at midday when she went to get an X ray, it is more likely than not that she did not work this day. The messages at page 22 directly contradict her oral testimony that she 'came back to work after an hour' having left at midday. The messages show her saying she came back ''15 minutes ago at 15.55 pm at which point Charmelle informs her to go home as the day was almost over and there was nothing for her to do. I find she did not work on 21 May.

33. The claimant informs the respondent she will not be in work for the rest of the week due to being in pain and asks for sick leave and asks what the procedure is regarding sicknotes. She is informed she needs a sick note from her GP to receive statutory sick pay (SSP). On balance considering she was involved in

an accident, reported being in pain and had to attend hospital it is more likely than not that while she may have driven into work that she a) was unable to do any work and b) left and went to the hospital without working that day. The respondent was entitled accordingly to not pay her for 21 May.

34. The respondent seeks to persuade me the claimant was not paid for 22, 23 and 24 May as she was off sick. However, I accept the evidence of the claimant that having been informed that she would not receive sick pay unless she had a sick note and that SSP applies after 3 consecutive days of sickness that the claimant actually did attend work and managed with painkillers to work in the cosmetic college on reception. The respondent notably has not disclosed all the messages from this date but a snapshot. The message where the claimant says ' *I think I will come in work tomorrow and try and manage with the painkillers but if I still don't feel better I will call them again and come back home'* supports her oral evidence that she did in fact go into work despite being in pain and did not take 3 days off sick. I find the wages were properly payable and were not paid. The respondent has failed to establish the claimant did not work on 22, 23 and 24 May and were accordingly entitled to deduct her wages for these dates.

35. In relation to the February 2025 deduction, whilst the respondent referred the claimant to the bundle where the claimant is given an explanation from Shaun Baker about the deductions made, I cannot see any explanation regarding February's wage slip in those documents. The contract of employment confirms the claimant's employment began on 5 February 2025. The rota from the respondent discloses the claimant working from 11 February. The claimant's evidence was that she started working for the respondent on 5 February. The claimant has queried a number of monthly payments contemporaneously with Shaun Baker but notably does not query February's payment from the documents I have. However, I also take note the claimant asserts the respondent has only disclosed snapshots of documents which seemingly support their case. On balance given the oral evidence that she did start work on 5 February and the fact this is supported by her employment contract and in the absence of anyone from the respondent giving evidence to persuade me the rota should be interpreted as the claimant not having started work on 11 February (as distinct from say starting treatments on 11 February 2025) I find the wages were properly payable and were not paid. The respondent has not discharged their burden about being entitled to not pay the claimant for 5 – 8 February (the rota indicates the claimant will have worked Saturdays so I include the 8 February as being a day she would have worked but was not paid for in February).

36. The respondent led no evidence about the June 2026 deduction and did not challenge the claimant about this deduction in cross examination, and I cannot accordingly find that they have discharged their burden of proof regarding their entitlement to make any deduction form wages this month. The claimant's June

pay was deducted by the gross sum of £560.90. If find this sum was properly payable to the claimant and was not paid.

37. The claimant's regular monthly gross pay was £2916.67.

Unauthorised deduction from wages – September 2025

38. The respondent relies on an addendum to the claimant's statement of main terms of employment to have recovered the cost of the training fees which ultimately they rely on to have withheld the claimant's last monthly wages (in September 2025). The contractual term is signed and dated by the claimant on 20 June 2025 and is co signed by the respondents' Charmelle Baker on 27 June 2025. The relevant amendment states that:

    'The purpose of this agreement is to allow you to undertake agreed training which is of direct benefit to the company and yourself and which the company is prepared to fund subject to your commitment to refunding the company in the event of your employment terminating within a given period of time'

39. It goes on to state that '***the company will pay on your behalf or reimburse you for fees in respects of the following courses….***'

40. And it continues ' ***in the event that you do not commence the course once fees have been paid or if you do not complete the course for whatever reason or your employment with the company ceases during the period of the course you will refund the full amount to the company'***

    'If your employment with the company terminates after the completion of the course then the whole or part of the amount paid in respect to training fees shall become due and repayable to the company by way of deduction from pay or otherwise in accordance with the following schedule:

    Termination of employment
    Portion of course fees repayable

    up to 18 months after completion of course 100%
    over 18 months after completion of course nil

41. In her evidence the claimant admits she signed this addendum to her contract. The claimant's employment was terminated verbally on 23 September 2025 with the respondent stating that there were insufficient clients. Her termination letter dated 30 September 2025 states:

    a. her employment was terminated during her probation primarily for conduct and noncompliance with company protocols.

b. that they will retain her certificate until the training balance was paid.
c. they will as a good will gesture only deduct the sum of £960 for the two training certificates she had already received.
d. the final payroll of September 2025 included payment of the claimant's annual leave balance and the deduction for training was made on the basis she authorised it by agreement to the addendum terms of employment

42. The respondent argues the contractual provisions entitled them to deduct the training costs in the sum of £5490 and £2955 respectively. The respondent states in total the final payment was deducted by £8895 in respect of this money they were entitled to deduct.

43. The claimant says this deduction is not what is reflected in the September payslip.

44. The September pay slip does not show any deductions. Based on the evidence I find the wages were properly payable to her. However, the respondent states they were entitled to deduct her full wages (essentially withholding them) because of this addendum to the agreement and the claimant owing them training fees in excess of her wages. Therefore, her last pay including accrued holiday pay should have been £3710.90 (net) but she received nil. Her gross pay this month will have been £4891.59 and this included pay for her accrued but untaken holiday.

45. The claimant has knowingly entered into this agreement and signed these addendum terms and conditions.

46. There is consideration – namely the respondent pays for the claimant to have training, and she gains the benefit of those training courses/qualifications/skills. If the claimant then leaves within 18 months the respondent can seek reimbursement of those fees.

47. The claimant argues she signed the addendum under duress. Her evidence is that Charmelle sent the claimant an email stating her employment would be terminated if she did not sign the agreement.

48. The respondent adduced no evidence to challenge the claimant's oral evidence that a meeting took place before she signed the addendum to the contract where Charmelle and Zoe were present at this meeting. The claimant's unchallenged evidence was that the claimant clarified the contractual terms with the respondent in this meeting because she felt pressured into signing something she was not happy to sign. This is plausible given the addendum terms seek to add a reimbursement of training fees clause which could impact her negatively. The claimant asked at this meeting whether the reimbursement of training fees applies in circumstances where she left the employ of the

respondent and she was informed, she would only be charged for the training fees and owe the respondent that money if she left their employ. I am satisfied that the claimant was informed verbally in this meeting that in circumstances where her employment was terminated by the respondent she would not be responsible for repaying the training fees. I found the claimant's evidence in this regard plausible. The respondent notably does not adduce any witness evidence on this point and simply relies on the contractual documents. Presumably they would have been able to adduce witness evidence from both Charmelle and Zoe specifically about what was explained to the claimant and what was understood by the claimant when signing the addendum terms and conditions. However, the oral evidence of the claimant was not able to be challenged in relation to what was agreed verbally between the parties before she signed it and what was therefore incorporated into the terms. The contract documentation is unclear about what kind of termination (employer or employee) would trigger the repayment and it is more likely than not the claimant will have queried this and I accept her evidence that she was informed verbally that she would only have to repay it if she left the respondent's employ not if they terminated her employment. I find the oral explanation formed part of the contractual agreement because it clarified for the claimant what 'termination of employment' meant.

49. I cannot accordingly reasonably conclude based on the evidence that the respondent has established they were entitled to withhold the claimant's September 2025 wages including the holiday pay because they were entitled to deduct training fees from the claimant's last pay. The wages were properly payable to the claimant and were not paid and the respondent has failed to persuade me of this entitlement to make this deduction. The amount the claimant should have been paid for September was £4891.59 gross.

Training certificate/fees

50. The claimant paid for a certificate in the sum of £513 – her complaint here is that she did not receive the certificate. There is evidence in the bundle that she was sent a link to the certificate on 25 September 2025. It is unclear why that would have been sent if the respondent had not been happy for her to be able to access it.

51. There is an email from the cosmetic college clearly issuing her with the certificate.

52. Her witness evidence about this was wholly unclear. I am satisfied that as at the date of this email her certificate was sent to her and was able to be downloaded and saved by her. In any event I am also not satisfied there is any contractual breach which has occurred here. She paid privately for some additional training, and she was sent the training certificate. Her evidence was vague; notably she says she 'later' was unable to access it, which infers that at

the time it was sent it could have been downloaded and therefore I am not persuaded any failure on her part to download it at the material time was a) the fault of the respondent and b) any contractual breach outstanding on termination.

53. I am not persuaded I have jurisdiction to determine the claim (given this is not a breach of contract claim) insofar as any claim she makes for releasing the certificate.

Breach of contract – expenses

54. The claimant claims £97.70 for unpaid travel expenses. The respondent argues the claimant's contract of employment does not entitle her to be reimbursed for travel expenses. Whilst the contract may not have expressly stated she was entitled to be reimbursed for expenses, I find a term was implied into the contract by virtue of the respondent verbally agreeing to pay the claimant for her travel (the cost of train tickets) to attend a training session they required her to attend. The respondent has adduced no evidence to rebut the claimant's clear oral evidence about the agreement reached between the parties in relation to the expenses.

Failure to provide payslips

55. The respondent did not challenge this claim in cross examination. It is evident the claimant is provided with payslips. It is also evident she does not seem to understand them given the queries she raised regarding deductions made with Shaun Baker. However, I find the payslips are sufficiently transparent and include the necessary information for the claimant to understand the way her regular hours are paid, what holiday and /or other deductions are applied and what deductions are made for tax/NI and pension. She is also informed what her gross and net pay following deductions amounts to. I do not find the claimant was not provided with written itemised pay statements in the circumstances.

Conclusion

Unauthorised Deductions from Wages

56. I find that the respondent has established an entitlement to deduct wages only in respect of:

- the three days' agreed unpaid leave taken in April 2025; and
- 21 May 2025, when the claimant was absent from work following her car accident.

57. In all other respects, the respondent has failed to discharge the burden of proving that the deductions made were authorised by contract, statute, or the claimant's prior written consent, as required by section 13 Employment Rights Act 1996. In particular, I find that:

- the claimant should have been paid for **5, 6, 7 and 8 February 2025**;
- the claimant should have been paid for **1 May 2025**;
- the claimant should have been paid for **9 May 2025**;
- the claimant should have been paid for **22, 23 and 24 May 2025**; and
- the respondent has failed to establish any entitlement to make the deduction reflected in the claimant's **June 2025** pay.

58. On the findings already made, the claimant's contractual hourly rate was £16.83 and her annual salary was £35,000.

59. Using the respondent's own unchallenged calculation of the claimant's pay being £134.62 gross per working day the claimant is entitled to recover 9 days × £134.62 amounting to the sum **of £1,211.58 gross.**

60. In addition, the respondent failed to establish any entitlement to make the deduction from the claimant's June 2025 wages. The claimant's June 2025 pay was reduced by **£560.90 gross** and she is also entitled to recover this sum.

61. I further find that the respondent was not entitled to withhold the claimant's September 2025 wages and accrued holiday pay by reliance on the training repayment provisions. I accept the claimant's evidence that she was informed that repayment would arise only if she left the respondent's employment voluntarily and not where her employment was terminated by the respondent. Accordingly, the purported deduction for training fees was not authorised and the respondent was not entitled to withhold the claimant's final wages on that basis. The respondent accepted she was owed accrued holiday as shown on that wage slip.

62. The amount due in respect of the September 2025 deduction is **£4,891.59 gross**, being the wages and accrued holiday pay which ought to have been paid to the claimant but were withheld by the respondent.

63. Accordingly, the claimant's complaint of unauthorised deduction from wages is well founded. The respondent is ordered to pay the claimant **£6,664.07 gross** in respect of unauthorised deductions from wages. This consists of £1,772.48 gross relating to unlawful deductions made between February and June 2025 and £4,891.59 gross relating to wages and accrued holiday pay unlawfully withheld in September 2025.

64. The claimant's breach of contract claim for unpaid travel expenses is well founded and succeeds in the sum of **£97.70.**

65. The claimant's claim for holiday pay is well founded and succeeds for accrued unpaid holiday pay due on termination. The amount due is included in the wages calculated for September 2025 as set out above.

66. The claimant's claim for failure to provide itemised pay slips is not well founded and is dismissed.

Public access to employment tribunal decisions

All judgments and written reasons for the judgments (if provided - apart from judgments under Rule 51) are published in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the parties in a case.

Employment Judge N Wilson
Dated: 28th September 2026

Sent to the parties on:
7th October 2026

For the Tribunal Office