

[4] Ms Morgan organised travel for a group of passengers to South America. In May 2007 she banked \$2,409.00 less than the actual cost of the travel.

[5] Ms Morgan admits she failed to secure the correct cost of the travel. She further admits that she should not have accounted for the sum of \$2,409.00 as though those funds had actually been receipted.

The merits

[6] I find that it was an implied term of Ms Morgan's employment that she would use reasonable skill and care in the performance of her duties ("the implied term"). That is an implied contractual term of the employment.

[7] I find that Ms Morgan acted in breach of the implied term by failing to secure the correct cost of the actual travel and that she admits the same. Ordinarily I would not be persuaded to find an employee liable to an employer for a mere or an innocent breach of the implied term. However, in this instance, the memorandum of 20 April 2007 together with a previous incident of similar breach by Ms Morgan persuades me that this particular instance in the circumstances is something more than mere or technical breach.

[8] I find that the breach of the implied term by Ms Morgan caused loss to her employer that she ought to be liable to her employer for.

The determination

[9] I find that Ms Morgan is liable to her employer for breach of contract causing damage to her employer of the sum of \$2,409.00. **I order Chaana Morgan to pay to Andrew Haworth trading as Travelcom the sum of \$2,409.00.**

Costs

[10] As neither party was represented by professional advocate, there will be no order for costs.

Leon Robinson
Member of Employment Relations Authority