



EMPLOYMENT TRIBUNALS

Claimant: Mr I Martland

Respondent: D W Lynn Limited

HELD AT: Manchester

ON: 6 March 2017

BEFORE: Employment Judge Barker

REPRESENTATION:

Claimant: Mr A Mellis, Counsel

Respondent: Mr R Rees, Consultant

JUDGMENT

The judgment of the Tribunal is that:

1. The claimant's case for constructive unfair dismissal against the respondent succeeds.
2. The claimant's claim for a redundancy payment was withdrawn by his representative at the outset of this hearing and is hereby dismissed.
3. The Tribunal finds that the respondent was in breach of his duty to the claimant to provide a complete statement of employment particulars in accordance with section 1 of the Employment Rights Act 1996, in that the statement of employment particulars given to the claimant failed to include all of the section 1 requirements. Therefore, accordance with section 38 of the Employment Act 2002, the respondent is to pay to the claimant the sum of two weeks' wages in compensation forthwith.
4. The parties are to attend a remedy hearing to determine the amount of compensation to be awarded to the claimant for unfair dismissal. This hearing has an estimated length of half a day and will be listed on a date to be notified to the parties.

REASONS

Issues for the Tribunal to decide

1. The claimant, Mr Martland, initially brought complaints of constructive unfair dismissal and a failure to pay a redundancy payment. His claim for a redundancy payment was withdrawn by his representative at the outset of this hearing.
2. During the hearing, Mr Martland's counsel indicated to the Tribunal that he wished the Tribunal to make a finding that the respondent had failed to provide the claimant with an adequate statement of terms and conditions of employment as is required by section 1 of the Employment Rights Act 1996. There was some discussion as to whether this would be pursued by way of an amendment to the claimant's claim. However, the Tribunal has found that the claimant is successful in his unfair dismissal complaint, and also that the statement of employment particulars given to the claimant dated 25 July 2016 is not sufficient to comply with section 1 of the Employment Rights Act 1996. In such situations, section 38 of the Employment Act 2002 obliges the Tribunal to increase the award made to the claimant by a minimum amount of two weeks' wages or award a maximum amount of four weeks' wages if it is just and equitable in all the circumstances. It was therefore not necessary to treat the claimant's additional complaint of a failure to comply with section 1 of the Employment Rights Act 1996 as an amendment to the proceedings.
3. The parties had previously attended a preliminary hearing before Employment Judge Slater on 13 December 2016. The claimant's constructive unfair dismissal claim remains largely as was described during those proceedings and as was set out in Judge Slater's note of the case management discussion.
4. As was discussed with the parties during the hearing, there is very little documentation in these proceedings. The only documents that have been provided to the Tribunal that are relevant to a determination of the facts in this case have come from the claimant, save for the disputed contract of employment.
5. Furthermore, the testimony of the two key witnesses, Mr Martland and Mr Dennis Lynn, is at odds in relation to the majority of the key events leading up to the claimant's resignation on 26 July 2016. As was explained to the parties during the hearing, the Tribunal will therefore have to make many findings of fact based on the credibility of the witnesses' testimony.
6. To this end, Mr Martland was found to be a credible and reliable witness. His description of the events has been largely consistent throughout the course of these proceedings, from his discussion with Employment Judge Slater in December 2016, to the contents of his witness statement and to the evidence given to the Tribunal under cross-examination during this hearing. Furthermore, his oral evidence is supported by several key documents, particularly the handwritten letter of 10 August 2016 that he sent to the respondent following his resignation.
7. By contrast, Mr Dennis Lynn's evidence was such that he could not be described as a reliable witness. Mr Lynn was largely unable to remember the details of key conversations that he had had with the claimant at material times. Mr Lynn

also had, save for the disputed contract of employment, no employment records for Mr Martland. There were no minutes of key meetings, no records of important conversations and nothing that resembled a file of employee documents. Furthermore, Mr Lynn at times contradicted his own evidence, particularly when describing his motivation for producing a set of terms and conditions of employment for Mr Martland to sign at the end of July 2016. In general, therefore, the Tribunal prefers Mr Martland's evidence to that of Mr Lynn.

8. The issues for the Tribunal to decide were as follows:

- (a) Did the claimant resign because of an act or omission (or series of acts or omissions) by the respondent?
- (b) If so, did the respondent's conduct amount to a fundamental breach of contract? The claimant relies on the implied duty of mutual trust and confidence. The Tribunal will therefore consider whether the respondent, without reasonable or proper cause, conducted itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between the parties.
- (c) Did the claimant affirm any breach by conduct or delay?
- (d) If the claimant was constructively dismissed, was the reason for dismissal a potentially fair one and did the respondent act reasonably or unreasonably in all the circumstances in constructively dismissing the claimant for that reason?
- (e) Did the respondent fail in its duty to provide the claimant during his employment with a statement of employment particulars as is required by section 1 of the Employment Rights Act 1996?

Findings of Fact

9. The respondent is a company that carries out vehicle cleaning for commercial haulage firms and courier companies. At the material time to which these proceedings relate, it employed approximately five employees. Mr Dennis Lynn is the Managing Director of the respondent's business. The Tribunal also heard brief statements from Mr Barry Lynn, Mr Dennis Lynn's nephew, who also works for the respondent, and Mr Simon Graham, another employee of the respondent. Mr Graham is the stepson of Mr Dennis Lynn.

10. The Tribunal has considered the evidence before it in making these findings of fact, including the testimony of Barry Lynn and Simon Graham. Where the judgment is silent on an issue that was raised in evidence that is not because it was not considered by the Tribunal, but that it was not sufficiently relevant to the questions that the Tribunal had to decide.

11. Prior to the claimant's resignation, he was the longest serving employee of the respondent, having worked for Dennis Lynn since November 1999. Mr Martland gave evidence to the Tribunal that his working relationship with Dennis Lynn had been a good one and amicable for the majority of his 16 years' service. However, his evidence was that there had been a discussion between him and Dennis Lynn in

2014 where Mr Lynn had warned Mr Martland that he may be made redundant. Mr Martland said that he had told Mr Lynn that if that was the case, Mr Lynn would owe him a redundancy payment. Mr Martland's evidence, which I accept, was that Mr Lynn's understanding had been that any redundancy payment would be paid by the Government and not by him, and that following Mr Martland's conversation with him, Mr Lynn's attitude towards him soured for a period of months. However, Mr Martland's evidence was that their relationship recovered during 2015 and by the time Mr Martland took a period of annual leave in early July 2016, their relationship had been mostly restored.

12. Mr Martland's basic working hours were 22 hours a week over four days. However, it was quite common for him to work overtime when it was available and in the first half of 2016 Mr Martland had regularly worked five days a week for the respondent. During the claimant's period of annual leave in July 2016, he was telephoned by his brother, Jason Martland, who also works for the respondent, and told that Mr Lynn had a requirement for one employee to go to the UPS depot in Preston five days a week, which was convenient for the claimant as it was near his home and he had a preference for working nearer to home because he had responsibilities for a disabled member of his family, which the respondent acknowledged and which Mr Lynn said he had previously tried to accommodate when allocating work to the claimant. The conversation between Mr Martland and his brother at the start of July 2016 was one in which Mr Martland's brother told him that Mr Lynn had informed him that one of the two of them would be given this regular work at UPS. The claimant told the Tribunal that his hope had been that this work would be given to him because he was the longest serving member of staff.

13. However, on Mr Martland's return to work at the end of his annual leave on 18 July 2016, he had a conversation with Mr Lynn over the telephone in which Mr Lynn told Mr Martland that he had no work to offer him and that he would only be offered three days' work a fortnight for the following eight weeks. Mr Lynn also told Mr Martland that another employee, "JK", had been given the UPS work, and that not only would Mr Martland not be working at UPS five days a week, he would also not be required to work there for the one day a week that he had previously. Mr Martland's evidence, which I accept, was that Mr Lynn did not explain to him why the work had reduced to this extent. Mr Martland's evidence was that he told Mr Lynn that he would not be able to cope financially on such a low amount of wages. Mr Martland told the Tribunal that following this telephone call, he wrote a grievance letter to Mr Lynn, stating that he was not happy with this new situation. No copy of this letter was before me in evidence. None was provided by the respondent and Mr Martland informed me that he no longer had a copy. Mr Lynn denied that any such letter was ever received by him.

14. Mr Martland's version of events to the Tribunal was that on 20 July 2016 his brother, Jason Martland, received a telephone call from Mr Lynn who informed him that either Jason or the claimant himself would be made redundant. Mr Martland's evidence was that he contacted ACAS who informed him if he was to be made redundant that he would be entitled to receive a redundancy payment. Mr Martland's version of events is that then on 21 July 2016, he telephoned Mr Lynn who told Mr Martland that he would have more work for him but he was "not going to like" where he was sent for work. Mr Martland told the Tribunal that he took this as a threat and a punishment for having written a letter of grievance to Mr Lynn. The following day,

the agreed evidence of both Mr Lynn and Mr Martland is that they met at one of the respondent's customer's depots in Preston in order to discuss the issue of Mr Martland's redundancy.

15. Mr Lynn's evidence to the Tribunal was that the cause of the reduction in work was a temporary reduction in the work required by TNT, a regular client of the respondent. He told the Tribunal that he had not told the claimant that he would only be working three days per fortnight for an eight week period, but that he had given Mr Martland some indication that no overtime would be available because of the reduction in TNT work. His evidence was also that he had offered, but the claimant had expressly rejected, five days' work per week at the UPS depot. Furthermore, Mr Lynn denied that he had ever told Mr Martland that he was in danger of being made redundant.

16. Mr Lynn was asked why, in his opinion, Mr Martland had requested a redundancy payment and why their relationship had soured on Mr Martland's return from holiday on 18 July 2016, given that Mr Lynn acknowledged that this was the case. Mr Lynn's evidence was that he did not know why this had happened. However, Mr Lynn accepted that the purpose of their meeting on 22 July 2016 was to discuss Mr Martland's possible redundancy.

17. On the balance of probabilities and taking into account the evidence of both parties, and in particular the letter that Mr Martland subsequently wrote to Mr Lynn on 10 August 2016, the evidence of Mr Martland is to be preferred as to the course of events between 18 to 22 July 2016. On the balance of probabilities, Mr Martland's evidence that he was told without explanation that he would only be given three days' work a fortnight for eight weeks is accepted. It is also accepted that Mr Martland sought advice from ACAS as to whether or not he was entitled to receive a redundancy payment from the respondent in these circumstances prior to his meeting with Mr Lynn on 22 July 2016, and that he informed Mr Lynn that he believed that he was so entitled. It is also accepted that Mr Lynn said to Mr Martland that he was in fact able to provide Mr Martland with four days a week as opposed to three days per fortnight, but that Mr Martland would not like where he was going to be sent.

18. Both Mr Lynn and Mr Martland told the Tribunal that at their meeting on 22 July 2016 at Preston Mr Lynn told Mr Martland that he was "wasting his time" asking for a redundancy payment from him. Mr Lynn's evidence is that this was because there was no redundancy situation because he was able to offer him his contractual hours of four days' work per week. Both Mr Lynn and Mr Martland told the Tribunal that Mr Lynn told Mr Martland to go home, but that he then called Mr Martland back to tell him that because of the shortfall in work he was required to take a week's annual leave as of 27 July 2016 and both parties agree that Mr Martland told Mr Lynn that he was not prepared to do that and that he required notice from Mr Lynn to take his annual leave.

19. Mr Martland's evidence was that Mr Lynn then asked him whether he knew where he was going on the following Friday. Mr Martland replied that he knew that he was being sent to Storton but that he had not been there for two years. Mr Martland's evidence was that Mr Lynn then warned him that if he missed out on cleaning any vehicles, he would be disciplined and he was told that there were

twenty-one vehicles to clean at Storton. Mr Martland's evidence was that Mr Lynn then told him that he had to remain on site for a minimum of five hours. Mr Martland's evidence was that this instruction had never been issued to him before and that the respondent's work practice had always been that once a client's vehicles had been cleaned, the employees were able to leave the site. Mr Martland's evidence to the Tribunal was that he believed that he was being treated differently from the other employees because of the letter that he had previously sent complaining about the reduction in his hours of work.

20. Mr Lynn's evidence in this regard was that he told the claimant that he was to go to Storton, that there were twenty-one vehicles there but he did not recall saying that if he missed one that he would be disciplined. Mr Lynn told the Tribunal that he did not issue Mr Martland with the express instruction that he had to stay on site at Storton for five hours until released. For the reasons previously stated, the Tribunal prefers Mr Martland's evidence in this regard.

21. Mr Martland's evidence is that on 25 July 2016, although his brother had been offered a choice of work in Preston or Denton by Mr Lynn, he was instructed by Mr Lynn's nephew, Barry Lynn, to go to Goole which was one and a half hours away from where he lived. Mr Martland's instructions were that once at Goole, he was to stay there for the full five hours. He also received a telephone call from Mr Dennis Lynn the same day stating that he had to be at Goole at 4.00pm, that there was a contract of employment waiting for him to sign there and that if he did not sign it he would be "out of a job". Mr Martland's evidence was that Mr Dennis Lynn called him again 45 minutes later to tell him that he needed to go to Goole and that he needed to sign the contract.

22. Mr Martland's evidence was that he told Mr Lynn that he would be at Goole at the required time but that he would not be signing the contract straight away. Mr Lynn repeated to Mr Martland that he needed to sign the contract that day.

23. Mr Martland's evidence is that when he arrived at Goole, Dennis Lynn was there and told him that he had to sign the contract, which also contained information about his holiday entitlement. Mr Martland repeated to Mr Lynn that he would not be signing the contract today but wanted to take it home to read it.

24. Dennis Lynn's evidence to the Tribunal was that Mr Martland had been provided with a contract of employment prior to 25 July 2016, much earlier in his service with the respondent. No evidence of such a contract was before the Tribunal. Mr Lynn's evidence as to its terms and conditions was unclear and at times contradictory. We do not accept Mr Lynn's evidence in that regard.

25. Mr Martland said he had never received a contract of employment before 25 July 2016. We find that the terms and conditions of Mr Martland's employment with the respondent were governed by an oral agreement and custom and practice and that both parties understood that he would work for and be paid for a minimum of 22 hours per week. Mr Martland's terms of employment had, prior to 25 July 2016, not been written down anywhere. The contract that was given to him on that date is the first written statement of terms of employment given to him during his 16 years' service with the respondent. The statement included some agreed terms such as the

rate of pay and the hours worked per week, but does not refer to the date on which Mr Martland's employment began or the intervals at which his wages are to be paid.

26. Mr Martland's evidence was that on 25 July, Mr Lynn then provided him with some personal protective clothing and told him that he had to wear this on every site when washing vehicles. Mr Martland's evidence was that this was not common practice at the respondent and it was not something he had previously been required to do when carrying out his usual duties. Mr Martland's evidence to the Tribunal was that he had asked Mr Lynn why Barry Lynn, who could be seen from where they were standing at the time, was not required to wear protective clothing to wash ordinary vehicles and in fact was washing the vehicles in shorts and a t-shirt. Mr Martland's evidence to the Tribunal was that this requirement to wear protective clothing at all times was a further punishment for his complaints and also because he had asked for protective clothing to be provided to him to wear when he was cleaning up diesel spillages.

27. Mr Martland's told the Tribunal that Mr Lynn then told him that he would need to re-train him to wash vehicles "*because of the new contract in place*". Mr Martland's evidence to the Tribunal was that this was something that he found embarrassing because he had been doing the job for 16 years. He said that Mr Lynn proceeded to show him how to wash along one side of a vehicle and then one end, and then made Mr Martland wash the other side and the other end. Mr Martland said that this was particularly embarrassing because the driver of the vehicle was sitting in the cab of the vehicle while this training was going on, and that he was watching Mr Martland through the vehicle mirrors.

28. Mr Lynn's evidence was that on that day he did not require Mr Martland to wear the personal protective clothing but just that he said he had to try all of it on. Mr Lynn denied telling Mr Martland that he would have to re-train him.

29. On the balance of probabilities the Tribunal prefers Mr Martland's evidence in this regard. Mr Martland's description of the events at Goole on 25 July was clear and detailed and consistent. The Tribunal accepts that he was told that he would have to wear the personal protective clothing at all times from now on, and that Mr Lynn did go through the exercise of re-training him on how to wash a vehicle. We also accept that Mr Martland found this embarrassing.

30. We also accept that subsequently Barry Lynn told Mr Martland that they were finished for the day but that Mr Martland told Barry Lynn that he had been instructed that he could not leave until the five hours had passed. Dennis Lynn accepts that on that day Mr Martland insisted on remaining on site but says that he does not know why Mr Martland chose to do that and that instructions to remain on site had not come from him. We prefer Mr Martland's evidence in this regard. It is accepted by the Tribunal that Dennis Lynn instructed him to remain on site for the full five hours.

31. Mr Martland eventually left the site following a telephone call from Dennis Lynn's wife telling him to go home.

32. Mr Martland's evidence to the Tribunal was that following this incident at Goole on 25 July he returned home and broke down in tears. He decided to resign

from the respondent the following day because he could not go through with Mr Lynn's treatment of him.

33. The claimant sent a text message to Dennis Lynn the following day, 26 July 2016, stating he was resigning "...because of a lot of things like imposing changes. I will be putting some stuff in writing and rest will follow in time. I feel my trust is broke and can no longer work for you or with you any longer". Mr Lynn replied by text, accepting the claimant's resignation.

34. Mr Martland wrote to Mr Lynn on 10 August 2016 to explain in more detail the reasons for his resignation. These mirror the reasons given in evidence by him during the course of this hearing. They are, in essence that:

- when Mr Martland asked Mr Lynn to honour his contracted hours, "...at this point your attitude completely changed towards me. I had no longer had an option on which jobs I took, but Jason did. I was feeling penalised and singled out and uncomfortable. At this point I am starting to feel bullied by yourself. You told me I had to stay on site for five hours but nobody else had to. I felt awkward and frustrated at being treated so differently to other staff";
- Mr Martland felt intimidated and pressurised into signing the new contract of employment and that Mr Lynn had threatened him by saying "if you don't sign it you're out of a job";
- after 16 years of working for the respondent "...you then chose to humiliate me telling me that you needed to train me on how to wash vehicles...I felt you were belittling me as not one other member of staff were told that they had to undertake training with you or anyone else...At this point I feeling that you were trying to find a way to terminate my employment with you and feel totally singled out"; and
- throughout his employment with the respondent he had been required to "shunt" 17 ton lorries and units on client sites in breach of his licence, and that although he had complained about this on several occasions he was simply told to carry on doing it. He told the Tribunal that this made him feel very uncomfortable and nervous about the possibility of a crash on a client site.

The Law

35. It is settled law that there is a term implied into all contracts of employment that employers will not, without reasonable or proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between the parties. (*Courtaulds Northern Textiles v Andrew* [1979] IRLR 84).

36. Section 95(1)(c) of the Employment Rights Act 1996 states that an employee is dismissed by his employer if "the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct".

37. In cases where the Tribunal is being asked to assess a complaint of constructive dismissal, the case of *Woods v WM Car Services (Peterborough)*

Limited [1981] ICR 666 EAT states that the Tribunal's function is to look at the employer's conduct as a whole and determine whether it is such that its effect, judged reasonably and sensibly, is such that the employee cannot be expected to put up with it.

38. Section 98 of the Employment Rights Act 1996 states that in determining whether the dismissal of an employee is fair or unfair it is for the employer to show that the reason for the dismissal is one of the five fair reasons permitted and also, at section 98(4) that, in the circumstances the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, taking into account the size and administrative resources of the employer. This question is to be determined in accordance with equity and the substantial merits of the case.

39. Where a claimant resigns because of an act or omission by the respondent and the respondent's conduct amounts to a fundamental breach of contract, the Tribunal must also consider whether the claimant affirmed any breach by his conduct or by delay.

40. Section 1 of the Employment Rights Act 1996 requires an employer to give to an employee a written statement of employment, to include the particulars set out in that section. Section 38 of the Employment Act 2002 states that in the case of certain Employment Tribunal proceedings (which includes unfair dismissal), where the Employment Tribunal makes an award to the employee and when the proceedings were begun the employer was in breach of his duty to the employee to give a statement that complies with section 1, the Tribunal must increase the award by the minimum amount of two weeks' pay and may, if it considers it just and equitable in all the circumstances, increase the award by the higher amount of four weeks' pay. The duty on a Tribunal to do so does not apply as per section 38(5) of the Employment Act 2002 if there are "exceptional circumstances which would make an award or increase...unjust or inequitable".

Application of the law to the facts found

41. The Tribunal accepts Mr Martland's version of the events that took place in July 2016, that Dennis Lynn took exception to Mr Martland asking him to abide by the terms of their working relationship and provide him with his correct working hours and agreed wages, or in the alternative, a redundancy payment.

42. The Tribunal notes that as Mr Martland had worked for the respondent for 16 years, his statutory minimum redundancy payment would be at the higher end of the scale. On the balance of probabilities, the Tribunal notes that, in the previous two years, Dennis Lynn had refused to consider paying Mr Martland a statutory redundancy payment in spite of fluctuations in the levels of work available.

43. On the balance of probabilities the Tribunal finds that following Mr Martland's request in mid-July 2016 that he either be given his usual hours of work or a redundancy payment, Dennis Lynn subjected him to the unpleasant treatment set out in the findings of fact above, and that this directly caused Mr Martland to tender his resignation on 26 July 2016. We also accept that the issue of "shunting" large vehicles on client sites was an issue that consistently concerned Mr Martland during

the course of his employment with the respondent and that this also contributed to his resignation.

44. We therefore accept, applying the test set out in *Woods v WM Car Services (Peterborough) Limited [1981] ICR 666 EAT*, that the employer's conduct as a whole, and its effect, judged reasonably and sensibly, is such that the employee cannot be expected to put up with it.

45. The respondent's representative sought to persuade the Tribunal that in the event that Mr Martland had been dismissed, that the dismissal was fair for 'some other substantial reason', this reason being a temporary reduction in available hours for an eight week period. However, the Tribunal finds that this was not the sole or principal reason for the claimant's dismissal. In fact, the threatened reduction in hours for the eight week period did not materialise because Mr Lynn found Mr Martland alternative work. This alternative work was found within a few days of their initial conversation on 18 July 2016.

46. It is also clear from Mr Martland's letter of 10 August 2016 that although the threatened reduction in hours caused him stress and uncertainty, that stress and uncertainty was a minor aspect of the overall conduct by Mr Lynn that breached the relationship of trust and confidence.

47. Furthermore, it cannot be said that Mr Lynn acted reasonably in all the circumstances. For example, although he provided Mr Martland with personal protective clothing in response to Mr Martland's request for it when cleaning diesel spillages, it was not reasonable of Mr Lynn to require Mr Martland to wear such protective clothing at all times, even during the course of his usual duties and particularly not during warm July weather.

48. Mr Martland resigned because of a series of acts by the respondent amounting to a fundamental breach of contract caused by a breach of the duty of mutual trust and confidence. The claimant resigned the following day after the last in this series of events, so there is no issue of affirmation of the breach by his conduct or by any delay. Furthermore, the respondent has not persuaded the Tribunal that the reason for the dismissal was fair, or that the respondent acted reasonably in all the circumstances.

49. In relation to the claimant's complaint about the respondent's failure to provide him with a full statement of employment particulars, the Tribunal notes that the employment contract provided to the claimant in July 2016 covers most of the matters required by section 1 of the Employment Rights Act 1996. However, some required elements are missing. It does not contain the information required by section 1(3)(b) as to the date on which his employment began, nor does it contain information required by section 1(4)(b) as to the intervals at which Mr Martland's wages are paid.

Remedy

50. A remedy hearing with an estimated length of half a day will be listed to determine the amount of the claimant's unfair dismissal payment. This will be listed on a date to be notified to the parties. The claimant is to provide an updated

Schedule of Loss to the respondent within 14 days of the date that this Judgment was sent to the parties. The claimant is also to provide evidence of his attempts to find alternative work, whether self employed or otherwise, in fulfilment of his duty to mitigate his losses. Such evidence is also to be provided to the respondent at the same time as the updated Schedule of Loss.

51. The Tribunal has already awarded Mr Martland two weeks' pay rather than four weeks' pay for the respondent's breach of the requirements of s1 of the Employment Rights Act 1996. This is because, although the section 1 statement was provided to him many years late, it being due at the start of his employment relationship with the respondent, and although it omits two necessary pieces of information, it does contain the majority of the information required by s1.

Employment Judge Barker

Date 21st March 2017

JUDGMENT AND REASONS SENT TO THE PARTIES ON

21 March 2017

FOR THE TRIBUNAL OFFICE