Appeal No. UKEAT/0027/17/LA

EMPLOYMENT APPEAL TRIBUNAL

FLEETBANK HOUSE, 2-6 SALISBURY SQUARE, LONDON EC4Y 8AE

At the Tribunal
On 25 July 2017

Before

HER HONOUR JUDGE EADY QC

(SITTING ALONE)

MRS M B AZIZ — APPELLANT

THE FREEMANTLE TRUST
(A CHARITY LIMITED BY GUARANTEE) — RESPONDENT

Transcript of Proceedings

JUDGMENT

APPEARANCES

For the Appellant	MR JACK FEENY (of Counsel) Instructed by: Rich & Carr Solicitors Assurance House 24 Rutland Street Leicester LE1 1RD
For the Respondent	MR KEVIN McNERNEY (of Counsel) Instructed by: Rradar Legal 13 Waterside Business Park Livingstone Road Hessle HU13 0EG

SUMMARY

UNFAIR DISMISSAL - Reasonableness of dismissal

CONTRACT OF EMPLOYMENT - Wrongful dismissal

PRACTICE AND PROCEDURE - Appellate jurisdiction/reasons/Burns-Barke

Unfair dismissal - fairness of dismissal - wrongful dismissal - adequacy of reasons

The issue raised by the appeal concerned the ET's approach to a contractual mobility clause; specifically, whether it had made adequate findings and/or had sufficiently engaged with the question whether the employer had exercised that clause lawfully - a question that was relevant to both the Claimant's unfair and wrongful dismissal claims. In the alternative, the Claimant contended that the ET's decision was inadequately reasoned.

Held: *dismissing the appeal*

Reading the ET's reasoning as a whole, it was apparent that it had adequately engaged with the issues arising in relation to the mobility clause for the purposes of both claims and its explanation of its reasoning and conclusions was sufficient to the task required of it.

HER HONOUR JUDGE EADY QC

Introduction

1. I refer to the parties as the Claimant and Respondent, as below. I am today concerned with the Claimant's appeal from a Judgment of the Watford Employment Tribunal (Employment Judge Manley sitting with members, Messrs Walter and Ramgolam, on 16-19 May 2016; "the ET"), sent out on 21 June 2016. The Claimant was then represented by her solicitor; the Respondent by Mr McNerney of counsel as today. By that Judgment, the ET dismissed the Claimant's claims of unfair and wrongful dismissal and of victimisation.

2. On considering the Claimant's proposed grounds of appeal on the papers, His Honour Judge Shanks took the view that they disclosed no reasonable basis to proceed. After a hearing before me under Rule 3(10) of the **Employment Appeal Tribunal Rules 1993** on 23 January 2017, I was persuaded by Mr Feeney - as is customary, the Respondent was not heard on that occasion - that this matter should be permitted to proceed on limited grounds, essentially concerned with the ET's approach to the Respondent's exercise of a contractual mobility clause (relevant to both the unfair and wrongful dismissal claims) and as to whether the ET had given adequate reasons for its conclusions in this respect.

The Relevant Background

3. The Respondent is a charity which provides care and support for older people and adults with learning disabilities. It operates in the South East of England and employs around 2,000 people, with a fairly small senior management and HR team.

4. The Claimant's employment went back to September 1996, when she had started working as a care worker at premises known as Beech Lodge, then employed by the London Borough of Barnet. In 2001, her employment had transferred to the Respondent. In 2003, she agreed to relocate to a different site, Dell Field Court; it was there that issues began to arise between the Claimant and two other workers.

5. In mid-2014, one of those workers made complaints about the Claimant raising safeguarding issues concerning her behaviour towards one of the residents. The Claimant was suspended on 4 August 2014 and the commissioning authority, the London Borough of Barnet, began to investigate but, by 14 August, had concluded there was insufficient evidence to take things further at that stage. The Claimant's suspension was duly lifted but she was then away from work due to stress.

6. There was then a further period of suspension due to another issue and the Respondent took the view that an independent investigator should be appointed to look into that matter as well as to investigate two grievances that the Claimant by then had lodged. As the Respondent was paying the fees of the investigator, however, the Claimant considered he would be biased and declined to meet with him.

7. The investigator's report recommended that the Claimant's conduct in respect of her behaviour towards a resident might appropriately be addressed as a training issue. It further commented, however, upon the dysfunctional team working at Dell Field Court and observed that the Respondent would need to consider whether the Claimant and the other two employees could continue to work together without some kind of intervention. By a further report, the investigator went on to reject the Claimant's grievances.

8. For her part, having seen the full report, by letter of 14 January 2015, the Claimant made plain she did not accept its conclusions.

9. Meanwhile, the Claimant had presented a claim to the ET complaining of race and religious discrimination. That was rejected after a Full Merits Hearing in April 2015. During the course of that hearing, the Claimant intimated she would be returning to work in due course.

10. The Respondent's HR manager, Ms Toye, was concerned about the Claimant's return to work: by that stage, it was eight months since she had worked at Dell Field Court and the independent investigator had raised issues about the dysfunctional working of the team which still needed to be addressed. It was in that context that it was determined that the Claimant should be put on special leave, a decision communicated to her on 13 April.

11. On 20 April 2015, the Respondent wrote to the Claimant referring to the unresolved issues identified by the investigator and proposing a meeting to discuss how best to resolve them. The Claimant responded on 21 April, the day before the intended meeting, making clear she continued to reject the findings of the investigator and objecting to the failure to give reasonable notice of the proposed hearing, identifying that as a possible act of "*further victimisation and harassment*". She asked that her letter be treated as a grievance.

12. A follow-up letter of 28 April was sent to the Claimant, again seeking to meet to determine the best way forward given the issues identified in the investigator's report. The letter proposed meeting on 5 May. The Claimant faxed a reply on 4 May saying she would not be attending the meeting and that she considered the Respondent's letter to be "*further harassment and victimisation because I took my case to the Employment Tribunal*". There was

A a further attempt by the Respondent to arrange a meeting with the Claimant but that was met with a similar response.

B 13. Ms Toye then considered the position and determined that the Claimant should be moved to work at the nearest facility to Dell Field Court, at the Meadowside Day Care Centre - a decision communicated to the Claimant by letter of 21 May, giving her three weeks' notice of the move and confirming that additional travel expenses would be met in accordance with the C Respondent's relocation policy. It was also observed that the Asian Service, in which the Claimant worked, would be moving to Meadowside.

D 14. Relevantly, the Claimant's contract of employment with the Respondent included the following provision:

> **"Your base home, office or other such place of work is specified in your letter of appointment. However, it is the essence of Freemantle's business that work will need to be carried out at other Freemantle premises. It is, therefore, a condition of your employment that should the need of Freemantle's business require it, you will change your place of work or base office for E the performance of your duties."**

15. The Claimant responded on 6 June saying she did not accept, as she put it, the "*offer to move to a different location*". She considered it was an abuse of the relocation policy and an F act of victimisation.

16. The relocation policy thus referenced by the Claimant provides as follows:

G

> ***"Statement of Policy***
>
> **Fremantle will ensure that, in connection with: the closure of an establishment; a rebuilding operation; a relocation of services or a new service development, the relocation and redeployment of staff is as smooth and effective as possible.**
>
> ***Scope***
>
> **Each Fremantle employee has a condition in their contract of employment, which means that H they can be required to work in any of Fremantle's establishments should the need arise. This policy is to be applied in implementing that condition in connection with: the closure of an establishment; a rebuilding operation; a relocation of services or a new service development.**

> ...
>
> ***Principles***
>
> **As a general principle, the best interests of service users will take precedence in determining final relocation arrangements, which will ensure that services and service development are provided effectively.**
>
> **Staff will be fully informed and consulted about planned or unplanned changes to their place of work and inconvenienced as little as possible.**
>
> **Staff will not be 'out-of-pocket', subject to the limits in the expenses section of this policy, as a result of temporary or permanent relocation under this policy.**
>
> **Based on our current understanding of Inland Revenue rules, travel expenses paid under this policy are not liable for Income Tax or National Insurance Contributions."**

17. The Respondent sought to explain its reasons in a further letter to the Claimant on 9 June, stating if she failed to attend her shift at Meadowside on 11 June 2015, that would be treated as unauthorised absence and further action might then be taken. As, however, the Claimant had made reference to these matters being a grievance, she was also invited to attend a grievance meeting. She did not do so.

18. The Claimant did not attend Meadowside on 11 June and that was when she stopped being paid by the Respondent and, by letter of 16 June, was invited to a disciplinary hearing on 24 June; the disciplinary charges raised being (1) unauthorised absence and (2) failure to engage with the Trust.

19. The Claimant then presented a new grievance, in part raising the same issues as before. The Respondent duly postponed the disciplinary hearing but the Claimant still failed to attend any grievance hearings and, by letter of 25 June, her grievances were dismissed.

20. The rescheduled disciplinary hearing was then arranged for 30 June but the Claimant did not attend. The disciplinary panel took the view that the charges were made out, the first amounting to gross misconduct. Moreover, it considered there was a fundamental breakdown

in trust and confidence and determined that the Claimant should be dismissed, a decision communicated to her by letter dated 13 June, received by her on 14 June, that then being the date of her dismissal. The Claimant exercised her right of appeal but was unsuccessful.

The Decision of the ET

21. The ET was satisfied that the reason for the Claimant's dismissal related directly to her conduct; namely her refusal to attend work or any meetings and her failure to engage with the Respondent on any meaningful level after her stated intention to return after a period of absence (see paragraph 72.2). More particularly, the previous ET claim - albeit raising some similar issues to those relating to the difficulties between the Claimant and her colleagues - was not the reason for her dismissal. That essentially answered the claim of victimisation; the fact that the Claimant had previously brought an ET claim was not an effective cause of the treatment of which she was complaining. Specifically:

> **"72.3. … We are more than satisfied that the respondent has demonstrated clear business reasons including impact on the service users and concerns expressed by the commissioning authority [the] London Borough of Barnet which meant that the respondent had to think carefully about how to address the problems identified. That was the reason for the treatment of the claimant."**

22. The ET was further satisfied there were reasonable grounds for the Respondent's belief in the Claimant's misconduct: she did not attend Meadowside notwithstanding there was a clear contractual term requiring her to do so, which covered the circumstances of this case, and she had been warned of the consequences if she did not (see paragraph 72.4).

23. As for the investigation, the ET was again satisfied that this fell within the range of reasonable responses. Although it had some concern that Ms Toye had not discussed the situation with the other two members of staff who formed part of the dysfunctional team at Dell Field Court, it accepted that she had reasonably concluded she had sufficient information to

proceed in the way she did, given that the Claimant had been absent for a long time and Ms Toye had spoken with the manager of Dell Field Court and was aware that the other two members of staff had been able to work together without any issues arising in the interim.

24. Separately, the ET turned to the wrongful dismissal claim. It was itself satisfied that the misconduct in this case was indeed gross misconduct:

> **"72.8. … The claimant was well aware that she was expected to work at Meadowside. She had no good reason not to attend there and her complete failure to attend amounted to unauthorised absence which, in turn, amounts to gross misconduct."**

25. Moreover, the ET found the Claimant's failure to engage with the Respondent further indicated that she did not intend to be bound by her contract of employment; her complete failure to attend meetings with the Respondent contributed to the ET's decision that the Claimant had committed acts of gross misconduct and was not entitled to pay in lieu of notice.

The Appeal

The Claimant's Submissions

26. The Claimant contended that the ET's decisions, both on unfair and wrongful dismissal, had to be predicated upon there having been a lawful exercise of the mobility clause within the Claimant's contract; that was how the Respondent had put its case and it was a relevant, even if not determinative, question when considering the reasonableness of a dismissal (**Farrant v Woodroffe School** [1998] ICR 184 EAT). Here, however, the ET had failed to make a finding on the lawfulness of the instruction to move to a different workplace. The highest the ET had put it had been to hold there were "*business reasons … which meant that the respondent had to think carefully about how to address the problems identified*" (see paragraph 72.3). It had more generally suggested that the contractual term (assuming this was a reference to the mobility clause) "*covered this situation*" (paragraph 72.4). It had not found in terms that there was a

business need to relocate. In fact, the business need relied on by the Respondent - the dysfunctional team - was not one specified within its relocation policy, a point the Claimant had raised in her correspondence with the Respondent as well as in her ET1 and her closing arguments at the Full Merits Hearing (not addressed by the ET). The ET thus failed to resolve the questions as to whether the mobility clause had been lawfully exercised or even to determine whether the Respondent had reasonable grounds for considering it was lawfully exercising the clause; the mere reference to the clause covering the situation was inadequate. This rendered the conclusion on the unfair dismissal claim unsafe and undermined the conclusion on the wrongful dismissal claim.

27. Alternatively, the ET's reasoning on both claims was inadequate. The ET had focused on the question of the reason for the Claimant's dismissal (understandably given she had claimed the dismissal was an act of victimisation) and had apparently not separated out the question of the lawfulness or otherwise of the instruction given to the Claimant to relocate under the relocation policy. Although the ET had referenced the relocation decision (see paragraph 72.3), that was still in the context of considering the reason for dismissal rather than whether it was lawful and/or fair. It had found there were "business reasons" in the absence of a prohibited reason influencing the decision to move the Claimant (which perhaps explained why the ET had not considered the lawfulness of the use of the mobility clause). The requirement on the ET was to review the rationality of the Respondent's decision making process and to subject it to at least the same scrutiny as that applied to the decision making of public authorities in judicial review; see paragraph 57 of the judgment of Lord Hodge in **Braganza v BP Shipping Ltd & Another** [2015] ICR 449 SC. It had further to look at the process of the Respondent's decision making and to ask whether its function had been exercised in accordance with the implied obligation of trust and confidence; see per Baroness Hale in

Braganza at paragraphs 29 and 32. Thus, in considering whether the dysfunctional team issue was a business need, it was relevant that - as the ET recognised - the Respondent's focus had always been on the Claimant and not the other two members of staff; that was a fundamental failing when considering the rationality of the Respondent's decision making in the light of the contractual clause it was relying on (if, for example, the other members of staff, if asked, had been prepared to move to another care home, there could have been no business need to relocate the Claimant; the very basis for the instruction would have fallen away). Allowing that an employer's mistaken view as to the lawfulness of its request was not necessarily determinative of fairness (see **Farrant**), here there was a finding of fact as to business need without any scrutiny of the employer's reasoning; that was fatal to the conclusion on unfair and wrongful dismissal. More generally, the reasoning was simply inadequate.

The Respondent's Case

28. The ET had set out the contractual term relied on by the Respondent (see paragraph 11) and had regard to the investigator's report (which had concluded that the care team was dysfunctional (paragraph 17)), having further regard to the steps taken by the Respondent and the Claimant's failure to engage, the ET had concluded the decision to move the Claimant was caused by the needs of the business: the conclusions at paragraph 72.3, when set against the findings as to the context of the Respondent's decision, made it clear the ET accepted that Ms Toye's motivation was the needs of the business and there was no practical difference between the requirements of the business and the business reasons for the move as found by the ET. More particularly, the relocation policy relied on by the Claimant specifically applied to the particular circumstances set out within that policy and did not purport to limit the wider scope of the mobility clause contained within the individual contract of employment. The ET having regard to the mobility clause had thus been entitled to conclude, as it had, that it had been

exercised lawfully by the Respondent in this case. That was a finding that went to the conclusion on the unfair dismissal claim but was also related to the wrongful dismissal claim, the ET having found that the Respondent had acted in compliance with an explicit written term of the Claimant's contract when it held that the business reasons equalled the requirements of the business. Even if that were not so and the Respondent's reasons did not match the explicit threshold of the written contractual term, the instruction had still been a reasonable management instruction and the Claimant's failure to obey it thus could constitute gross misconduct. More generally, the ET's reasoning both on unfair and wrongful dismissal in this regard had been adequate to its task.

Discussion and Conclusions

29. I start by considering the finding on the Claimant's wrongful dismissal claim. The issue arising in this respect had been identified (as recorded by the ET at paragraph 5.1) as follows:

> **"5.1. Is the claimant owed a notice payment or did she act in repudiatory breach of contract entitling the respondent to terminate the contract without payment [of] notice?"**

Whilst the determination of the unfair dismissal complaint required the ET to look at the fairness of the Respondent's decision, applying the band of reasonable responses test, when considering the wrongful dismissal claim the ET had itself to reach a view as to whether the Claimant had acted in repudiatory breach of contract, entitling the Respondent to summarily dismiss her in response. It is apparent that the ET appreciated this, expressly stating it found the Claimant had been guilty of an act of gross misconduct in failing to attend work at Meadowside when required to do so (see paragraph 72.8, cited above). As Mr McNerney accepted in argument before me, however, the ET needed to make that finding on a contractual basis: it was not simply applying a range of reasonable responses test (looking at the Claimant's

conduct from the perspective of the reasonable employer) but was required to ask whether, tested objectively, she had acted in repudiatory breach of contract.

30. The Respondent says the ET's conclusion can be understood either as resulting from its finding that the Claimant was failing to obey a lawful instruction to relocate to Meadowside - that being a requirement made of her in accordance with the contractual mobility clause - or, more generally, as a finding that she had failed to obey a lawful instruction (even if not supported by an express mobility clause).

31. The difficulty in this case is that the Claimant was refusing to attend work at Meadowside because she claimed that the request being made of her to do so was in breach of her contract: the Respondent, she said, was purporting to rely on a mobility clause that did not apply to the circumstances in issue. If that was right, then the Claimant's conduct would be explained by her refusal to affirm a breach of contract and it would be hard to see how she could then be said to be acting in repudiatory breach herself. In order to resolve that point, the ET needed to have formed a view as to whether the Claimant was correct: had the instruction that she relocate to Meadowside been lawfully given under her contract of employment?

32. It is fair to say that it is difficult to see that the ET addresses this question head on when considering the wrongful dismissal claim. Whilst it refers to the Claimant having no good reason not to attend Meadowside, that does not, of itself, demonstrate engagement with the reason she was relying on, the absence of any contractual right to require her to do so. As the Respondent points out, however, the ET is entitled to expect me to read its reasoning as a whole and to thus refer back to the conclusions relevant to this point under the headings of the other

claims before it. I therefore park the wrongful dismissal claim at this stage and turn to the unfair dismissal and victimisation claims and the ET's reasoning in those respects.

33. Doing so, I remind myself that no issue is now taken as to the reason for the Claimant's dismissal; that was, as the ET found, related to her conduct and not informed by any protected act. As for reasonableness, the ET was required to determine that question in accordance with section 98(4) of the **Employment Rights Act 1996**, which provides:

> **"(4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) -**
>
> **(a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and**
>
> **(b) shall be determined in accordance with equity and the substantial merits of the case."**

34. Where, as here, the ET is concerned with the question of fairness in a conduct dismissal case, the relevant questions are those identified in **British Home Stores Ltd v Burchell** [1980] ICR 303 EAT: if the Respondent has established an honest belief in the matter relied on as the reason for the dismissal, were there reasonable grounds for that belief and did the Respondent carry out a reasonable investigation? In answering those questions, the test the ET is bound to apply is that of the range of reasonable responses of the reasonable employer in the relevant circumstances. In so doing, the ET must be astute not to substitute the view it might have taken for that of the reasonable employer; that said, the range of reasonable responses is not infinitely wide and an ET is required to consider the employer's conduct against that range as a question of substance, not simply as a matter of procedural box-ticking; see **Newbound v Thames Water Utilities Ltd** [2015] EWCA Civ 677 at paragraph 61.

35. In the present case, the ET had understandably focused on the question whether the Claimant's earlier discrimination complaint might have tainted the Respondent's decision making. It was, moreover, astute not to limit its consideration to the dismissal decision but also looked at the instruction to relocate that had preceded and plainly informed that decision (the disciplinary panel having accepted that the instruction had been lawfully and reasonably made, the ET recognised that if that instruction had been influenced by a protected act, that would be relevant for the Claimant's victimisation complaint). It was in that context that the ET spoke of the Respondent having demonstrated "*clear business reasons*" for requiring the Claimant to relocate (paragraph 72.3). Of itself, that is not the same as making a finding that the Respondent had been lawfully entitled to require the Claimant to move under the mobility clause in her contract of employment but the ET then went on to consider whether the Respondent had reasonable grounds for its decision and, at this stage, referred to the basis of the instruction that the Claimant should attend work at Meadowside, holding that "*There was a clear contractual term requiring her to do so which covered this situation*" (paragraph 72.4).

36. The Respondent relies on this as a finding that the instruction given by Ms Toye had been in accordance with the contractual mobility clause (which the ET had earlier set out at paragraph 11). Although an error by the Respondent in this regard would not have necessarily rendered the subsequent dismissal unfair (see **Farrant**), the ET correctly recognised this was a relevant question when considering the basis for the Respondent's decision: it was relevant to ask whether the disciplinary panel had reasonable grounds for thinking that the Claimant's failure to attend work at Meadowside was an act of misconduct in these circumstances.

37. And that brings me to the question at the heart of this appeal: did the ET sufficiently engage with this issue? Did it properly address the questions arising in respect of the

A contractual right relied on by the Respondent? Had it made sufficient findings to permit it to reach the conclusion that it did?

B 38. At this stage, it is necessary to recall how the Claimant was putting her case. Her argument was that the circumstances that had arisen did not permit the Respondent to rely on the mobility clause, which was (she contended) to be seen in the light of the Respondent's relocation policy; the relocation policy applied to the closure of an establishment, a rebuilding C operation, a relocation of services or a new service development - none of which arose here. As the Respondent observes, however, the relocation policy is concerned with making specific provision for consultation and protection of benefits in the particular circumstances it sets out; D allowing that the mobility clause contained within employees' individual contracts of employment will be used in those circumstances, the policy does not suggest that the clause is itself limited to those circumstances. In my judgment, the ET was thus entitled to have regard to the mobility clause itself rather than the relocation policy (which did not apply in the E particular circumstances of the Claimant's case).

39. Referring then to the mobility clause, the ET concluded it covered the situation that F arose here - thus referring to the statement within the mobility clause that "*should the need of [the Respondent's] business require it, you will change your place of work*". That is plainly wider than the examples cited in the Respondent's relocation policy but, as I have stated, I do G not accept that the ET ought to have found the clause was limited by that policy. More particularly, the clause would allow the Respondent to require an employee to relocate - if that request did not otherwise breach the implied obligation to maintain trust and confidence - if the needs of the business required it and the ET had found (1) that the Respondent had genuinely H considered that they did (paragraph 72.3), and (2) that it had reasonable grounds for its view in

A that regard (paragraph 72.4). Did, however, the ET take the further step of scrutinising the Respondent's reasoning to see whether it had exercised its decision making function in accordance with the implied obligation of trust and confidence, subjecting its reasoning to the kind of scrutiny applied to public authorities in judicial review (per **Braganza**)?

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40. In this regard, I can see that if the ET's reasoning at paragraph 72.4 is taken alone, then some question would indeed arise: from that paragraph, it would be hard to see that the ET had

C subjected the Respondent's decision making in respect of the exercise of the mobility clause to any particular scrutiny, let alone tested whether it had been undertaken in accordance with the implied term. That would, however, be to take that part of the ET's reasoning out of context.

D Referring back to the earlier findings relating to the reason for the Respondent's treatment of the Claimant - that is its decision to require that she relocate and the exercise of its decision making function in terms of the contractual mobility clause - it is apparent that the appropriate

E level of scrutiny was undertaken. Specifically, although the ET recognised that Ms Toye had not discussed matters directly with the other two members of staff - a point it expressly stated had caused it some concern (see paragraph 72.5) - it found she had conducted a reasonable investigation by speaking to the manager and having regard to the circumstances in which the

F other staff had managed to work together without difficulty for the lengthy period of the Claimant's absence.

G 41. Given the ET's express consideration of the detail of the Respondent's decision making process in this regard, I do not accept that it can be said that it failed to subject the reasoning, specifically Ms Toye's decision to exercise the contractual mobility clause, to the appropriate

H level of scrutiny. This, it seems to me, answers the appeal in terms of the unfair dismissal claim and the adequacy of reasons complaint made in that regard.

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42. I now return to the wrongful dismissal case and the question whether the ET can be said to have made the finding required of it as to the contractual basis for the instruction that Claimant failed to obey. Now, incorporating - as the ET is entitled to expect me to do - the earlier reasoning, I consider that it did. It is true to say that the ET did not expressly address the Claimant's argument relying on the relocation policy but I can see for myself why it did not; for the reasons I have already explained, the ET was entitled to have regard to the mobility clause itself and not to see this as limited by the relocation policy. Looking then at the mobility clause, I consider that the ET did make a finding that it had been lawfully exercised by the Respondent in the circumstances arising in this case: the reason the Respondent had exercised its right to relocate the Claimant was due to a business need and that (as the ET plainly found) was something covered by the mobility clause; the needs of the business required that the Claimant be moved. Having thus found that the Respondent had acted in accordance with its contractual right, the ET further considered whether it had been reasonable in the circumstances of this case - essentially the trust and confidence point - plainly concluding that it had. Whilst it might have been preferable if the ET had made clear its reasoning on each claim separately, it was not an error of law for it not to do so. Reading the decision as a whole, I am satisfied that the ET correctly addressed the issues it was required to consider and adequately explained its reasoning and conclusions. For all those reasons, the appeal is dismissed.

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