**Case No: 2404376/2017**

# EMPLOYMENT TRIBUNALS

**Claimant:** Mr J Lawson

**Respondent:** Fresh Direct (UK) Limited

**Heard at:** Liverpool **On:** 5 & 20 December 2017 & 12 January 2018

**Before:** Employment Judge Wardle

**Representation**
Claimant: Mr R Lassey - Counsel
Respondents: Mr S Liveradski - Counsel

# RESERVED JUDGMENT

The judgment of the Tribunal is that the claimant's complaints of unfair dismissal subject to a finding of 50% contribution and of wrongful dismissal are well-founded, the remedies for which will be addressed at a hearing to be convened.

# REASONS

1. By his claim form the claimant has brought a complaint of unfair dismissal and claims that he is owed monies in respect of an unpaid entitlement to notice pay and holiday pay. The latter claim in respect of holiday was however withdrawn at the start of the hearing and stands dismissed on this basis.

2. By its response the respondent denies the claim in its entirety contending in respect of the unfair dismissal complaint that it had a fair reason for dismissing the claimant namely for a reason relating to his conduct and that having regard to this reason and its size and administrative resources, it acted reasonably in treating this reason as a sufficient reason for dismissing the claimant and that as he was summarily dismissed for gross misconduct he was not entitled to notice pay.

3. The Tribunal heard evidence from the claimant and on his behalf from Mr Michael Thomas who is the claimant's partner and on behalf of the respondent from Mr Ken Brechin, National Independent Sales Manager and Mr Chris Jones, Operations Director Each of the witnesses gave their evidence by written statements, which were supplemented by oral responses to questions posed. It also had before it documents in the form of a bundle, which was marked as "R1".

4. On the second day of hearing at the conclusion of the evidence and having received submissions the Tribunal informed the parties that judgment would be reserved as it was too late in the afternoon to allow for deliberations. Subsequently the Tribunal sat in chambers on 12 January 2018 when it was able having regard to the evidence, the submissions and the applicable law to reach conclusions on the matters requiring determination by it.

5. Having heard and considered the evidence it found the following facts.

**Facts**

6. The claimant was employed as a Regional Sales Manager based at the respondent's Wigan site. His employment with the respondent began on 28 May 2013 and terminated on 20 June 2017.

7. The respondent is a relatively large employer with some 800 employees working out of five sites across the country. Its business is that of the selling of fresh produce and dairy items to the catering industry.

8. The events giving rise to this claim began on 8 May 2017 when the claimant emailed Mr Alan Butler and Mr Oliver Witton (Driver Improvement Co-ordinator) to inform them that his company vehicle, a Volkswagen Passat, registration number MD14MVR had broken down. He informed them that the AA (who had attended the breakdown) had said that it needed to go to a garage as the disc ball joint had apparently popped out and asked what the procedure was and how he could obtain a replacement car. He also mentioned that the car had been to an accredited VW garage on Thursday 4 May 2017 for an electrical fault. Mr Witton replied the following day to say that it would need to go to the dealer that looked at it last week, which was followed up by Mr Kevin Sexton (Fleet and Compliance Transport Manager), who had been copied in on the emails, writing the same day to the claimant to say that it needed to be booked into a main dealer to understand why a ball joint failed on a 14 plate vehicle (albeit one that had 119,000 miles on the clock) which was a serious safety issue where he would be supplied with a courtesy car while the issue was investigated.

9. The respondent's Car and Vehicle Policy permitted personal use of company cars and allowed for family members to use them once written approval had been given by Mr Nick Allen (Group Car Administrator). In the claimant's case his partner, Mr Michael Thomas, was authorised to use his vehicle. In the event of any incidents the policy required their reporting within 24 hours to Mr Allen, whilst in respect of any accidents the policy required their reporting

immediately with all supporting documentation completed and returned within 24 hours. It appeared therefore to draw a distinction between an incident and an accident for reporting purposes. The policy also made reference to additional notes and assistance regarding accidents in the form of attachments and as Appendix 3 there is what is described as an Incident Reporting Form, which is designed to record information about the accident and states inconsistently with the policy that all accidents must be reported within 6 hours of the incident.

10. On 17 May 2017 Mr Witton emailed the claimant to say that he had been sent the repair estimate and to ask if he could send some details of the circumstances surrounding the breakdown as there may be a need to involve their insurance company due to the cost of the repair. The claimant responded later that day to say that "as I was entering the roundabout driving under 30 miles per hour I heard a pop. The car jerked to the left and stopped moving. The engine was still running. Some people helped to move the car out of the roundabout. The AA said that the bolt joint has come off. No other vehicles were involved." Shortly afterwards Mr Witton wrote to ask if the claimant had any paperwork from the previous service as they may need to speak to the servicing agent prior to issuing an order for the repair and for him to confirm that he drove over a hole in the road as discussed with the repair agent and to provide the exact location of the incident. As regards this discussion with the repair agent the impression given by the email is that the claimant had suggested to him that the damage had been caused by his driving over a pot hole but in cross examination he denied that he had had any discussions with the repair agent and stated that when he confirmed in response on 18 May 2017 that he had driven over a pothole he thought that this was in reference to an earlier occasion.

11. Following the claimant's response Mr Witton emailed him asking if he could complete some attached paperwork, which was a Motor Fleet Accident Claim Form at pages 99-102 of the bundle and to return it that day so that he could notify their insurers. He also stated that they might be able to make a claim against the council for the cost of the damage and asked if the claimant could revisit the area and take some pictures of where the accident happened and of the hole. He chased up the claimant the following day to ask when the paperwork and photos would be with him, to which he responded that he would try to get it to him for the weekend as he needed to take location pictures before querying the appropriateness of the form given that it referred to an accident and other cars involved whereas this had been a breakdown. Mr Witton replied in turn that the form was a generic one that they used for all incidents sent to their insurers.

12. The form in question, which was slightly out of order, is at pages 99-102. It records that the driver of the vehicle at the time of the incident was the claimant's partner, Mr Thomas who described the circumstances of the accident as follows – " I stopped at the roundabout exit as a car was coming. When it was clear, I entered the roundabout to turn right and after around 10-15 seconds when I was going approximately less than 30 mph, I heard a popping noise (it sounded like a loud release of air). Very suddenly, the car

jerked violently to the left. I immediately hit the brakes and turned right in the opposite direction to which the car was pulling. In probably 3-5 seconds since the popping sound I was braked on the roundabout, my position was facing straight in the land. The car had side-bumped the curb (sic), albeit not very forcefully; more like a fairly strong bump." In regard to the date of the form's provision to the respondent the claimant stated in answer to the Tribunal's question that it was definitely completed by Monday 22 May 2017 and supplied probably in the afternoon by email attachment to Messrs Witton, Sexton and Brechin.

13. There subsequently took place an investigatory interview with the claimant the next day conducted by Mr Sexton for the reason, according to Mr Brechin's evidence that the explanation given by him in his email of 18 May 2017 that the damage had been caused by his driving over a pothole did not sufficiently explain the significant damage caused to the car, the potential repair costs of which had been estimated at approximately £6500.00. Exactly how this interview came to take place when it did, was unclear as there was no documentation in the bundle concerning its convening and nothing to suggest from Mr Witton's email exchange with the claimant up to and including 19 May 2017 that he had any concerns about what had been relayed to him up to that point.

14. The notes of the interview are at pages 103-109 and it would appear from them that Mr Sexton was unaware that the claimant had returned the Motor Fleet Accident Claim Form reporting that his partner was driving the vehicle at the relevant time as he asks the claimant to talk him through the circumstances of the incident and concludes when told this that he cannot really be of assistance only for the claimant to say he can as he has the form as completed by Michael (his partner) which he then passes over. During the interview it was pointed out to the claimant that in addition to the nearside front wheel, impact damage had also been sustained to the nearside rear wheel and tyre and he was asked if he knew how this had happened. His assumption was that the car had skidded but he stated that they would have to ask his partner. It was also pointed out to him that the tread on the nearside and offside rear wheels was below the legal limit and that it was his responsibility to keep the car in a roadworthy condition. Towards the hearing's end the claimant was advised that in the light of the events that had taken place the respondent would be instructing someone to inspect the vehicle and that he would get a full report. He was also told that Mr Sexton believed that there was more to the matter and that it was likely to go to disciplinary.

15. On 5 June 2017 Mr Witton was informed by the respondent's insurers NFU Mutual that the engineer's report had been received for the claimant's vehicle and that the repairs had been authorised at £4684.77 + VAT which figure now fell within the respondent's excess. In response Mr Witton asked if they would be able to let him have a copy of the report as they were currently investigating the driver and some parts of his story were inconsistent and it might help with their discussions, to which the insurers replied that they were unable to release the report but that they could confirm that the engineer was satisfied that the damage was consistent with one impact. Mr Witton

subsequently advised them that the driver had suggested that mechanical failure led to the car striking a pothole/kerb whereas their opinion was that the damage had been done by hitting an object such as a kerb and he asked if the engineer was able to support one or other of the theories. However this representation of the claimant's position was not strictly correct as it had been made clear in the accident claim form that the only impact was that of the car side bumping the kerb. The pothole had been introduced into the mix seemingly by Mr Witton and been adopted by the claimant as being a factor in the circumstances that led up to the car being damaged. The response from the engineer was that he did not note any failure and that the pothole must have been very deep or the vehicle has impacted a kerb.

16. There followed a further investigatory interview with the claimant conducted by Mr Sexton on 6 June 2017, the notes of which are at pages 114-119. During this the claimant was questioned about his confirming that he had driven over a pothole in his email to Mr Witton on 18 May 2017, which he clarified as his meaning that he could have hit a pothole at any time. He was also asked if prior to 8 May 2017 did he remember hitting a pothole to which he responded affirmatively and added that he had checked the car at the time but it looked okay. At the interview's conclusion Mr Sexton informed the claimant that he was passing the matter for a disciplinary for gross misconduct for three reasons which he failed to specify. His categorisation of the claimant's conduct in this way pointed to his having exceeded his remit as investigating officer, which should solely have been to determine whether or not the claimant had a case to answer with the question of the seriousness of the conduct to be determined by the disciplining officer.

17. On 15 June 2017 the claimant was written to at pages 119-120 by Mr Brechin requiring his attendance at a disciplinary hearing on 20 June 2017 to answer three allegations which paraphrased were that (1) he had during the investigation into the damage to his company car provided different accounts as to its cause, which could be deemed as committing revocable (sic) damage to the required trust and mutual confidence between the respondent and him and could be misuse of company property (2) he had been unable to provide reasonable explanation as to the cause of the extensive damage or to provide an actual version of events, which could again undermine trust and confidence and (3) his use of the car with extensive wear to the rear tyres was not in accordance with the company's car policy and could be misuse of company property. He was informed of his right to representation and was provided with copies of the evidence that would be considered at the hearing.

18. Prior to the hearing the claimant contacted the repair agents about the condition of the vehicle's rear tyres and was informed that whilst they were heavily worn on the inside edges it was quite difficult to see without the vehicle being raised. It would appear that he provided this information together with photographic evidence demonstrating that the garage had had to jack up the vehicle to check the tyres to the respondent ahead of his disciplinary hearing.

19. The hearing went ahead as arranged conducted by Mr Brechin in the

company of Mr Morgan Parry, HR Manager. The claimant was accompanied by a colleague Ms Ginny Howell, National Account Manager. From the notes at pages 123-130, which leave much to be desired in terms of their quality, it seemed to be an issue for Mr Brechin that it had taken the claimant a long time to return the accident claim form to Mr Witton, which he referred to as being a period of 10 days but which was plainly wrong having regard to the fact it was only sent to the claimant on 18 May 2017 and was at the very latest in the hands of the respondent at the first investigatory interview on 23 May 2017. It also appeared that the investigation summary report completed by Mr Sexton, which was unaccountably missing from the bundle, played some part in Mr Brechin's thought processes in that there are several references made to it by him in the notes, which was of some concern given that Mr Sexton had already, beyond the scope of his role, judged the claimant's conduct to amount to gross misconduct. In essence the impression given from the notes is that Mr Sexton had concluded that the claimant had behaved in a cavalier manner in respect of the damage to his vehicle and had shown no remorse for the fact that the company had been landed with a substantial bill to rectify it.

20. At the hearing's conclusion and following a short adjournment Mr Brechin informed the claimant that they had taken on board what he had said in mitigation about the condition of the tyres but that they were upholding the other two allegations, which came under gross misconduct and that they had no choice but to dismiss him. By a letter dated 23 June 2017 at pages 131-134 Mr Brechin wrote to the claimant in confirmation of his dismissal. In this allegation 2 that he had been unable to provide a reasonable explanation as to the cause of the damage to his vehicle became allegation 1 and the allegation that he had provided different accounts as to what had caused the damage became allegation 2.

21. Taking these in turn his reason for upholding allegation 1 was that the claimant's statement that the damage was due to mechanical failure which led to the car striking a pothole/kerb had been contradicted by the engineer who had assessed the damage. The fact of the matter is, however, that there was no real inconsistency between Mr Thomas' account in the accident claim form of how the vehicle's nearside front wheel came to be damaged and the opinion of the engineer in that both were saying essentially that it was impact damage, which it should be noted was described in the engineer's report at page 199 obtained by the claimant subsequent to his dismissal not as substantial as referred to by Mr Brechin in the dismissal letter but as medium, caused by the vehicle striking the kerb. The only difference between them was that the inference to be drawn from Mr Thomas' account that his losing control of the direction of travel of the car was down to a mechanical fault, which had been suggested to him at the scene including by the AA patrol who attended to give roadside assistance and the engineer saying that he did not note any failure notwithstanding that the AA patrol had in his breakdown report mentioned that a lower ball joint had come out, which information was not made known to the engineer who later inspected the vehicle.

22. In addition as observed above it was not the claimant but Mr Witton who introduced the possibility of the striking of a pothole as the cause of the

damage as had such been the case the repair costs were potentially recoverable from the local highway maintenance authority and whilst it may have been open to the respondent to construe the claimant's confirmation in his email of 18 May 2017 that he had driven over a pothole as providing an explanation for the damage on the day it was subsequently clarified by him to Mr Sexton at the second investigatory interview on 6 June 2017 when he was first questioned about his email that he was not saying this but that he meant rather that he could have hit a pothole at any time. Notwithstanding this clarification Mr Brechin continued during the disciplinary hearing to question the claimant about his saying that he had hit a pothole and considered it necessary in the dismissal letter to refer to the responses given by the claimant to his questions as demonstrating that he had been unable to give a true account of what had caused the level of damage.

23. Turning to allegation 2 that the claimant had provided different accounts as to what had caused the damage to his vehicle Mr Brechin found that he had on 8 May 2017 and again on 18 May 2018 reported that he was driving whilst confirming also on this latter date that he had driven over a pothole before on 23 May 2017 changing his story to say that his partner was driving. This was not strictly correct as the claimant had not stated in his email of 8 May 2017 who was driving the vehicle. The first time that he had said that he was driving was by his email of 17 May 2017 when he used the first person in describing the circumstances of the breakdown. However, notwithstanding this inaccurate representation of the evidence it is the case that the claimant untruthfully gave the respondent to believe that he was in control of the car when the incident occurred on 8 May 2017. His explanation for doing so was that the car had been involved in a breakdown and not a road traffic accident so for him it was not a big deal as he had other personal stuff going on in his life at the time relating to divorce and contact proceedings, in respect of which there was evidence in the bundle of simultaneous activity in the form of a notification to the court of his solicitor ceasing to act for him and his acting in person filed on 4 May 2017 and of a draft order requiring him to file and serve a statement addressing matrimonial liabilities, housing need, employment position and prospects and earning capacity by 11 May 2017.

24. The claimant appealed his dismissal by a letter dated 26 June 2017 at pages 135-137. His grounds of appeal were that (i) there was insufficient consideration of his explanation of the circumstances leading up to the dismissal (ii) the dismissal was too harsh a penalty and no mitigating circumstances were taken into consideration (iii) his disciplinary record was irreproachable and should have been considered in imposing a penalty less than dismissal (iv) dismissing him on the grounds of trust - honesty - integrity was disproportionate as he had an untarnished reputation in building relationships with customers and colleagues alike (v) he had never conducted himself in a reprehensible manner and found it unfair that the company had dismissed him on grounds of gross misconduct (vi) the AA had confirmed in their report that this was a breakdown and that the cause of the breakdown by the company's expert was speculation and irrelevant to the investigation leading up to his gross misconduct charges (vii) at the first face to face meeting he was able to clarify who the driver was but was still questioned up

to the disciplinary hearing about a breakdown at which he was not present (viii) the company had failed to carry out the investigation with fairness in mind by not requesting his partner Mr Thomas to attend the disciplinary hearing as a witness and (ix) the investigator should have asked himself what he had to gain by lying about the event, which he claimed was nothing as to have done so would have added more problems in his life to those that he was already facing in relation to his final divorce hearing and children contact proceedings and the associated solicitors' costs.

25. An appeal hearing was scheduled for 19 July 2017 to be conducted by Mr Chris Jones, Operations Director, in the company of Mr Parry as note taker. The claimant was accompanied by Mr Lanre Begusa, a colleague. Also in attendance as a witness was Mr Thomas. The notes of the hearing are at pages 138-143 and show that Mr Thomas was called to explain the circumstances of the incident. However, there was no attempt made by Mr Jones to probe the account given by Mr Thomas, which one might have expected given that the respondent's belief, as confirmed by both Mr Brechin and Mr Jones at the tribunal's hearing was that the claimant had lied about how the damage had occurred and that the vehicle had been driven inappropriately at speed entering the roundabout and had on exiting it struck the kerb. Following the hearing Mr Jones wrote to the claimant by a letter dated 24 July 2017 at pages 149-153 rejecting his grounds of appeal and upholding his summary dismissal. It was noted from this letter that Mr Jones repeated the mistake made by Mr Brechin in finding that the claimant had on two occasions in writing 10 days apart reported to the company that he was the driver at the time of the incident.

26. On 7 September 2017 a claim to the Employment Tribunals was presented by the claimant, which was responded to by the respondent within the prescribed period.

**Law**

27. The relevant law in relation to unfair dismissal is contained in the Employment Rights Act 1996 (the 1996 Act). Section 94(1) provides that an employee has the right not to be unfairly dismissed by his employer. Section 98(1) provides that in determining whether the dismissal of an employee is fair or unfair, it is for the employer to show the reason for the dismissal and, if more than one, the principal one and that it is a reason falling within section 98(2) or some other reason of a kind to justify the dismissal of an employee holding the position which the employee held. The reasons in section 98(2) include the conduct of the employee. Section 98(4) provides that 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) 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 this shall be determined in accordance with equity and the substantial merits of the case.

28. The Tribunal also had regard to the principles laid down in British Home Stores v Burchell [1978] IRLR 379 and Polkey v A E Dayton Service Limited [1988] ICR 142 HL. In the Burchell case the EAT set out a three stage test in cases of dismissal for misconduct. The employer must show that he had a reasonable belief based on reasonable grounds after reasonable investigation that the employee was guilty of misconduct. He need not have conclusive proof of the employee's misconduct only a genuine and reasonable belief, reasonably tested. For a dismissal to be procedurally fair in cases of misconduct it was said in Polkey that the procedural steps necessary in the great majority of cases of misconduct is a full investigation of the conduct and a fair hearing to hear what the employee wants to say in explanation or mitigation.

29. In regard to the wrongful dismissal complaint, which relates to notice pay, section 86 of the 1996 Act gives employees, who have been continuously employed for one month or more the right to minimum periods of notice depending on the length of the employee's continuous employment subject to the right of either party to a contract of employment to treat the contract as terminable without notice by reason of the conduct of the other party. In this case the claimant's contract of employment made more generous provision than the statutory entitlement in fixing his notice period to be that of 3 months subject to the company's right to terminate without notice where there has been a serious breach of the terms of his employment.

**Conclusions**

30. Applying the law to the facts as found the Tribunal reached the following conclusions. It considered first of all if the respondent had demonstrated a potentially fair reason for the dismissal of the claimant. The reason relied upon by it was conduct and according to the letter of dismissal this related to his being unable to provide a true account of what had caused the level of damage to his vehicle and his admission that he had changed his version of events in relation to the incident on 8 May 2017, the reason he gave for which was regarded as unsatisfactory to the point where it was considered that he had made dishonest statements regarding events. In essence, however, this boiled down, as confirmed with Mr Brechin and Mr Jones, to their believing that the claimant had dishonestly sought to cover up the true circumstances of the incident, which were that Mr Thomas, his partner, had caused the damage by losing control of the vehicle as a result of his driving it inappropriately at an excessive speed whilst negotiating a roundabout. The question for the Tribunal was therefore whether Mr Brechin, who took the decision on behalf of the respondent to dismiss the claimant, entertained a reasonable suspicion amounting to a belief that the claimant had misconducted himself in the way alleged.

31. Applying the Burchell three stage test the Tribunal concluded that Mr Brechin did believe that the claimant had lied to conceal the fact that the cause of the damage was driver error but that such belief was not based on reasonable grounds after reasonable investigation for the following reasons. First of all

whilst the respondent's and Mr Brechin's suspicions would have inevitably been aroused by the claimant first claiming, not on 8 May 2017 as pointed out by him in the dismissal letter but on 17 May 2017 that he was driving the vehicle on the day in question only then at the first investigatory meeting on 23 May 2017 to advise that it had not been him but his partner and his confirming on 18 May 2017 on the invitation of Mr Witton that he had driven over a pothole seemingly in explanation of the damage to the vehicle on the day, the supposition that these statements had been made wilfully to cover up his partner's actions in driving the car recklessly required rather more to make it out than the respondent had, which was essentially the extent of the damage to the vehicle and the engineer's comments in response to its questions as they chose not to visit the scene of the incident to check out their theory or to question Mr Thomas as part of the investigation process other than post dismissal when it chose not to put to him its belief that his reckless driving was the cause of the damage.

32. In addition there were in any event issues surrounding the extent of the damage that the respondent either ignored or inflated. For example the AA Breakdown Report described the damage to the wheel and front bumper as cosmetic which suggested that the damage assessed and priced for by the engineer may have been exacerbated by the vehicle's recovery, which was indeed Mr Thomas' evidence before the tribunal, who described the front wheel as having been at a diagonal following the incident but then almost horizontal following recovery and yet the respondent took no steps to satisfy itself that the vehicle as presented to the garage was as found at the scene by choosing not to ask him any questions about the vehicle's condition.

33. In terms of the inflating of the damage Mr Brechin in the disciplinary hearing referred to the wheel having fallen off, which on Mr Thomas's evidence at tribunal was not the case and in the dismissal letter he referred to an independent engineer confirming that it could not have occurred without a substantial impact and yet nowhere in the email exchange is the word substantial used and indeed in the report, which the claimant obtained but the respondent did not the engineer assesses the severity of the impact as medium. Additionally he referred to the report, which he had not seen, stating that the damage was consistent with one dramatic impact, which was an exaggeration on his part as all the engineer had said in answer to the respondent putting to him that the driver was suggesting that a mechanical failure had led to the car striking a pothole/kerb was that the pothole must have been very deep or the vehicle has impacted a kerb, which misrepresentation of the claimant's position at the point of referral has already been commented upon above. Further it is the case that the respondent at no point asked the engineer to comment on the AA patrol's opinion that the lower ball joint had come out referring merely to the suggestion of an unspecified mechanical failure, which he stated that he did not notice.

34. Having regard to these matters the Tribunal concluded that Mr Brechin could not have held a genuine and reasonable belief, reasonably tested, that the claimant was guilty of conspiring with his partner, Mr Thomas, to cover up his reckless driving of his company vehicle. It therefore concluded in the light of

the respondent's inability to demonstrate a potentially fair reason for the claimant's dismissal that it had failed to fulfil the requirements of section 98(1) of the 1996 Act and that his complaint of unfair dismissal succeeds.

35. That having been said it is the case that the claimant brought much of this on himself in that he was plainly untruthful when he advised the respondent that he was driving the vehicle on the day in question, for which there really was no excuse even allowing for the fact that in his eyes all that had occurred was a breakdown and by appearing to maintain that position by confirming that he had driven over a pothole, which was open to the construction that this had occurred on the day and was in some way a contributing factor to the damage which had been incurred. He must therefore bear some culpability for this untruthfulness. As such, whilst the Tribunal finds that he was unfairly dismissed, it also finds that he contributed to his dismissal to a fairly significant degree and it assesses the level of contribution to be 50%.

36. In regard to his wrongful dismissal complaint relating to notice pay, having found that the respondent had no grounds to dismiss him summarily it follows that such complaint must also succeed and having regard to the provision made in his contract of employment it finds that he is entitled to 3 months' notice pay.

37. The claimant's remedy in respect of these findings will be dealt with at a hearing to be convened.

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Employment Judge Wardle

6 February 2018

JUDGMENT, REASONS & BOOKLET SENT TO THE PARTIES ON

13 February 2018

FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS