



EMPLOYMENT TRIBUNALS

Claimant

Mr M Jabbar

Respondents

(1) Splendid Hospitality Group Ltd
(2) Mr N Boghani
(3) Mr S Boghani

Heard at: Watford

On: 9 to 17 April 2018

Before: Employment Judge Manley
Mrs G Bhatt MBE
Mr S Bury

Appearances

For the Claimant: In person
For the Respondents: Ms McCann, Counsel

JUDGMENT

- 1 The claimant was not less favourably treated because of religion or race.
- 2 There was no harassment of the claimant related to religion or race.
- 3 There was no unlawful deduction of wages as the claimant always received more than the national minimum wage for the hours worked.
- 4 The claimant is not entitled to any sums by way of damages for breach of contract.
- 5 The claimant has behaved unreasonably in bringing and pursuing these complaints and is ordered to pay a contribution of £7500 (seven thousand five hundred pounds) towards the respondents' costs.

REASONS

Introduction and issues

The issues

- 1 The claimant brought several complaints that were discussed in some detail at a preliminary hearing (PH) in May 2017. The complete list of issues agreed at that hearing is set out below. It may also assist to include here the shorter summary which was given with oral judgment at the end of this hearing and was as follows:-
 - 1.1 *“First, he brings a claim of religious and/or race discrimination and/or harassment.*
 - 1.2 *Secondly, he brings claims for unlawful deduction of wages which is essentially a claim that he was not paid the National Minimum Wage because, on his case, he worked for up to 90 or 95 hours per week from the end of June 2016 until his termination date in early November.*
 - 1.3 *The claimant also brings breaches of contract claims as follows:*
 - 1.3.1 *Firstly, he believes he has not received the correct amount of notice.*
 - 1.3.2 *Secondly, he believes he is entitled to a payment for commission for a hotel booking.*
 - 1.3.3 *Thirdly, he is entitled to payment for a project he worked on for office refurbishment.*
 - 1.3.4 *Fourthly, he is entitled to further payment by way of expenses, and*
 - 1.3.5 *Fifthly, he has not been paid all his holiday entitlement”.*

At the PH in May 2017 the claim form was discussed and some complaints did not proceed. The issues as agreed at that time were recorded in full. Some further changes were made and that list is now repeated below but with the amendments agreed at the outset of this hearing.

7 “National minimum wage

- 7.1 *The claimant was 36 years of age during the period of his employment. He was at all times entitled to the national minimum wage of £7.20 per hour.*
- 7.2 *The claimant accepts that he was paid the national minimum wage until the second month of his employment.*
- 7.3 *Each pay reference period is one calendar month. In each pay reference period from 1 June 2016 the claimant was paid the following sums:*

<i>June 2016</i>	<i>£2,000.00</i>
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July 2016	£2,333.33
August 2016	£2,600.00
September 2016	£2,600.00
October 2016	£2,600.00
November 2016	£2,600.00

7.4 *Has the respondent shown that the claimant was paid at least the hourly rate of £7.20 per hour during each pay reference period?*

7.5 *If the respondent has failed to show that the claimant was paid the minimum wage during any or all of the relevant pay periods, what is the compensation due to the claimant?*

8 *Expenses*

8.1 *Has the claimant incurred expenses as claimed in the performance of his duties?*

8.2 *Is the claimant entitled to be reimbursed in respect of these expenses?*

8.3 *Have the respondents failed to reimburse the claimant for the sums claimed?*

9 *Direct discrimination on grounds of religion and belief*

9.1 *The claimant is Muslim.*

9.2 *Did the respondents commit the following acts/omissions?*

9.2.1 *Require the claimant to change his religion to that of Ismaili Muslim as a condition of agreeing to a proper contract with him, of obtaining a loan from the respondents, and of retaining his salary level;*

9.2.2 *Dismiss the claimant.*

9.3 *If so, in doing any or all of the acts/omissions, did the respondents treat the claimant less favourably because of his religion than they treat or would treat others?*

9.4 *The claimant relies on the following comparators:*

Ms Loosley, Ms Gleson, and Ms Robinson. – non muslims

10 *Race discrimination*

10.1 *The claimant defines his race as defined by national origins, being Iranian British.*

10.2 *Did the respondents dismiss the claimant?*

10.3 *If so, in doing so, did the respondent treat the claimant less favourably because of his race than it treats or would treat others.*

10.4 *The claimant relies on the comparators of Ms Loosley, Ms Gleson and Ms Robinson.*

12 *Harassment*

12.1 *Did Mr Nadeem Boghani commit the following acts:*

12.1.1 *Make jokes to the claimant about his ethnic origin, nationality and/or religion;*

12.1.2 *Yell at the claimant about the claimant's religion and compare the claimant's religion;*

12.1.3 *Have an impolite and unprofessional attitude towards the claimant and start conversations about religion;*

12.1.4 *Use bad language, saying "shut the f*** up, idiot, loser";*

12.1.5 *Tell the claimant that he does not want him to work for them any more saying: "just get off my face and I do not want to see you any more, I have given you enough chances".*

12.2 *Did Mr Shiraz Boghani commit the following acts?*

12.2.1 *Try to convert the claimant's religion;*

12.2.2 *Try to convert the claimant to praying in accordance with his religion;*

12.2.3 *Compare religions by criticising Iranians;*

12.2.4 *Talked about the life after death and the prise and punishment;*

12.2.5 *Talking to his son about the claimant in their own language and laughing.*

12.3 *If so, were the above acts related to the claimant's religion and/or ethnic origins.*

12.4 *Was the conduct above referred, related to the claimant's protected characteristics of religion and/or race?*

12.5 *Did the conduct have the purpose of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant?*

12.6 *If not, did the conduct have the effect of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant?*

12.7 *In considering whether the conduct had that effect, the tribunal will take into account the claimant's perception, the other circumstances of the case and whether it is reasonable for the conduct to have had that effect.*

13 *Breach of contract – failure to pay notice*

13.1 *To what notice was the claimant entitled on termination of employment?*

13.2 *Did the respondents pay the claimant a sum in respect of that notice to which he was entitled?*

14 *Commission*

14.1 *Was there an agreement for commission on hotel bookings?*

14.2 *What were the terms of such agreement?*

14.3 *Did the claimant make hotel bookings for which commission was payable pursuant to the terms of such agreement?*

14.4 *Have the respondents failed to pay the claimant commission to which he is entitled in respect of hotel bookings?*

15 *Drawings/Plans*

15.1 *Was there an agreement for the drawing of plans?*

15.2 *What were the terms of such agreement?*

15.3 *Has the claimant prepared plans pursuant to that agreement?*

15.4 *Have the respondents failed to pay the claimant in accordance with that agreement for the plans drawn by the claimant?*

16 *Holiday pay*

16.1 *The claimant was entitled to 28 days holiday per year, inclusive of bank holidays and accrued a total of 14 days holiday during his six months employment.*

16.2 *How many days holiday did the claimant take during his period of employment? The respondent says that the claimant took 15 days holiday during his employment.*

16.3 *Is the claimant entitled to any payment in respect of accrued leave not taken at the time of termination of employment?*

17 *Time limits*

- 17.1 *Did the claimant start early conciliation more than three months after any of the conduct complained of?*
- 17.2 *If yes, do any or all of the claims amount to conduct extending over a period, the last date of which falls within the three-month period preceding the date on which the claimant started early conciliation?*
- 17.3 *If not, would it be just and equitable for the tribunal to hear any of the claims which relate to the conduct which occurred before the start of the three months preceding the start of early conciliation?*

18 Remedies

- 18.1 *If the claimant succeeds in whole or in part, the tribunal will be concerned with issues of remedy.*
 - 18.2 *On a claim for breach of contract, the tribunal will be concerned to award damages in respect of any breach.*
 - 18.3 *On it being determined that an unlawful deduction from the claimant's wage has been made, the tribunal will be concerned to make a declaration to that effect and order that the claimant is paid an amount of such unlawful deduction, and where the tribunal considers appropriate, to compensate the claimant for any financial loss sustained as is attributable to the deduction.*
 - 18.4 *In respect of any proven unlawful discrimination, the claimant will be concerned to issue a declaration thereof, and compensation to include an award for injury to feelings and make such appropriate recommendations for the purpose of obviating or reducing any adverse effect on the claimant".*
2. In summary, the employment tribunal's task is, as always, to hear oral evidence from witnesses, read documentary evidence and find the relevant facts which apply to each of these complaints. Where the facts are in dispute, as many of them were in this case, we need to decide whose version of the facts we prefer and say why we have formed that view. We must then apply the facts to the correct legal tests for the complaints as set out above.

The hearing

3. At the hearing we heard from five witnesses for the respondents;
 - 3.1 Mr Nadeem Boghani, who is the Vice Chair of the first respondent,
 - 3.2 Ms Loosley, who is a former PA to Mr Nadeem Boghani,
 - 3.3 Mr Jama, who is an IT Consultant working for the first respondent,
 - 3.4 Mr Narayana, who was Finance Director at the relevant time, and
 - 3.5 Mr Shiraz Boghani, who is Mr Nadeem Boghani's father and is Chairman of the first respondent.

4. We also heard from the claimant and his brother and we read witness statements from a friend of the claimant, Ms Moghbel and Ms Jabbar who is the claimant's niece.
5. There was an extensive bundle of documents which ran to over 1,100 pages with some duplication. We did not need to read all those documents but it is true to say that we did look at a substantial number of them. The bundle contained travel schedules for the claimant's work, various text messages, Whatsapp messages, emails, the claimant's contract, payslips, expense forms and signing in book for the office, as well as Nadeem Boghani's diary.

The facts

6. During the hearing, which lasted several days, the tribunal heard some evidence that does not necessarily touch directly on the issues for determination. We record here those facts most relevant to the issues.
7. The claimant commenced employment for the first respondent on 27 April 2016 after an interview with Nadeem Boghani. He also saw Ms Loosley and Shiraz Boghani before he was appointed. He received an offer letter dated 21 April and it is worth quoting from that. This stated that his hours would be 40 hours per week; that his initial salary would be £24,000 rising to £25,000 after a successful probationary period of three months. The role was said to be as follows:

“Primarily chauffeur to Mr Nadeem Boghani and ad hoc chauffeur for Mr Shiraz Boghani. Including maintenance/upkeep of vehicle. In addition, you will be required to assist with Administrative tasks and ad hoc errands as may be assigned.”
8. It goes on to say *“Flexible hours including evenings and weekends. Advance notification will be given on the schedule”*.
9. The claimant also received a contract of employment which stated that his job title was *“Chauffeur and Administrative Executive based at Northwood”*. The company reserved its right to change the job duties. The contract stated at clause 7 that overtime should be arranged by agreement with the manager. Notice of termination was four weeks and that contract contained reference to a grievance procedure. As we understand it, the first respondent has an HR department.
10. The claimant suggested, when he was cross examining Nadeem Boghani, that there had been reference to his religion at the interview stage. This was denied by Nadeem Boghani. We had to consider therefore whether such a reference was made. A short explanation is that the claimant and Nadeem and Shiraz Boghani are Shia Muslims but belong to a different part of that faith. The Boghani family are Ismaili Muslims whereas the claimant is not. Nadeem Boghani and Shiraz Boghani denied that there was any conversation about religion at interview stage. Particularly in view of the fact that the claimant did not raise that as an issue until it appeared in his witness statement, we do not accept that either Nadeem or Shiraz Boghani raised religion at that early stage. It is not credible that the claimant would not have mentioned it before if it had happened.

11. The claimant was engaged to work primarily to be a driver for Nadeem Boghani. He had other tasks of an administrative nature and, on several occasions, he attended at the first respondent's office to carry out those tasks. He also carried out ad hoc tasks for Nadeem Boghani and his extended family. We have heard evidence, and it is not disputed, that he did occasional shopping, taking dry cleaning and shoe repair delivery. We know that he probably took at least one trip to the bank and that he attended at a Kensington flat owned by the Boghani family to let the plumbers in on one occasion.
12. As indicated, the claimant was initially engaged to work 40 hours over 5 days. He alleges that he worked many more hours than that and we will give our more detailed findings in relation to hours worked by him a little later in this judgment. We do accept that some weeks towards the beginning of his employment he worked a little over 40 hours but it appears that he also worked a little under 40 hours on other occasions. The claimant's case is that his working hours increased over time and, as we will come to, his hours of work did increase a little later in his period of employment.
13. For the driving work he was given a travel schedule which was prepared by Ms Loosley from Nadeem Boghani's diary. This often changed and there were sometimes 2, 3 or 4 versions of that schedule. He was also asked to carry out other driving duties by a variety of methods including text messages, Whatsapp messages, emails and so on. The tribunal want to make it clear that all written communications it has seen between Ms Loosley, Nadeem Boghani and the claimant appear to be friendly, polite with all showing respect for the recipient.
14. Nadeem Boghani became aware that the claimant might have had some financial difficulties perhaps in part because he needed to get from his home in Enfield to the Respondents in NW London. Nadeem Boghani became aware that the claimant was becoming involved in pay day loans and he sent an email on Monday 8 August to him which reads as follows:

"Dear Amir,

We have spoken at length about your personal debt situation. It is my opinion that you need to seek the assistance of the charity Step Change, who can stop the interest running on your day pay/credit card loans and restructure monthly payments over the next few years that are more affordable. This will immediately take pressure off you and help you move forward with a better quality of life. If you do not go down this route I fear the worse for the situation as it is not sustainable.

Please think about this very seriously."

15. The claimant replied to that a couple of days later as follows:

"Dear Nadeem,

Thank you very much for your email and your concern about my financial situation. You are absolutely right and I should do something about it and I am trying to come up with a decision as soon as possible. Sure I will take your advice and I will think about it through to find the best solution.

Once again I appreciate your time and help, please let me know if there is anything I can do for you as well."

16. This exchange happened not long after the claimant says that he sent a letter to the respondent which is dated 13 June. This is a document that the claimant says he wrote on advice because he was complaining about his hours. The document reads as follows:

"Dear Mr Shiraz/Nadeem Boghani,

I am writing to inform you regarding the hours in my contract. Firstly I would like to thank you for agreeing to raise my salary and secondly, as you requested and we discussed, According on my contract I would agree instead of 5 days to work 6 days a week flexible based on 40 hours. Also based on my contract I would like to withdraw from working more than 48 hours a week.

Once again thank you for giving me the opportunity to be part of the SHG and I appreciate your time."

17. The claimant's case now on this document is that he handed at least one copy, and maybe up to three copies to various people at the first respondent's office, including Nadeem Boghani, Ms Loosley and perhaps either a Finance or HR person. The respondents deny having seen this document until after the claimant's employment had terminated and then saw it either in the course of the County Court or these proceedings.
18. The tribunal find that the respondents did not receive this letter. It is possible that the claimant wrote it, but we are quite satisfied that it was never received. If it had been received by them, the tribunal believes they would have acted upon it as there is no evidence of the respondents ignoring correspondence. There is no explanation of why it would have been ignored and Ms Loosely, who is an independent witness as her employment with the respondents is over, denied ever seeing such a letter.
19. In or around July there were discussions between Nadeem Boghani and the claimant about his salary. The claimant has given inconsistent evidence about whether he asked for an increase in salary. He has said in witness evidence and elsewhere that he did not ask for an increase but he has also said that he did complain about his salary. It seems likely, given that he did complain about his salary, that he did ask for an increase, as generally speaking, employers tend not to increase salaries without at least a discussion about it.
20. The claimant's case is that he complained about his hours of work rather than his salary. The respondent's case is that he did not complain about his hours.

Nadeem Boghani's evidence is that, if anything, the claimant wanted to work more hours because of his financial difficulties. Ms Loosley denied that the claimant had complained about his hours until close to the end of his employment. We find that he did not raise an issue about long hours until considerably later and possibly until shortly before he left in early November. The claimant's evidence is inconsistent on that point in that he accepted longer hours in August as we now set out.

21. In any event, the respondents, through Nadeem Boghani, decided to make a clear offer to the claimant after these discussions. Around the same time as the letter about the debt advice, Mr Nadeem Boghani sent the claimant an email on 8 August. It starts as follows:

“Further to our various conversations, I am writing to clarify below my best and final offer for the continuation of your employment with the Splendid Hospitality Group. Regrettably, if we cannot now agree after our numerous conversations we will have to find a mutually convenient date to part company.”

22. Nadeem Boghani then set out the offer of “*Revised Contractual Terms*” including an increase in salary from 1 August to £31,200; that the claimant would work six days per week and that he would be given one day off per week. There was then reference to how much further holiday the claimant might get and Nadeem Boghani stated as follows:

“We have spoken about further days off whilst I am travelling and we shall endeavour to provide these, but as far as possible, you may also be required to take your annual holiday entitlement whilst I am travelling.”

23. The email then set out an offer of a loan of £4,500 to be paid to a car dealer for a car and that the claimant would repay it at the sum of £200 per month. The claimant replied two days later on 10 August as follows:

“Dear Nadeem

Thank you very much for your email and your valuable time which you have invested to considering reviewing my employment contract again.

I am pleased to accept your offer for the continuation of my employment with your company. Also I would like to say that, since I started, it has been an honour for me to have the opportunity to work for you, Mr Boghani and your family and I am really delighted to being a part of the Splendid Hospitality Group.

I feel confident that I can make a significant contribution to the corporation. I am grateful for the opportunity you have given me again.

I appreciate your time and your help.”

24. The claimant's evidence is that, shortly after that email of 10 August, Nadeem Boghani imposed a condition in relation to that revised contract that the claimant change his religion to Ismaili Islam. It is unclear to the tribunal how that is said to have occurred, although, as we understand it, the claimant said this was an oral exchange. It is completely denied by Nadeem Boghani. We find that there was no such condition or indeed any mention of religion. This is partly because the claimant's evidence has shifted on it and because the contemporaneous documents do not hint at this at all. It is highly unlikely that there was such condition in the light of a text message written by the claimant on 13 August car which completely contradicts his evidence with respect to that. That reads as follows:

"Hi Nadeem

good evening sure, thank you very much. Also once again I would like to thank you for the car and the new contract. It was really kind of you, I hope I can make it up to you and work for you or do business with you for a long time. I want you to know that, although I am one of your employees but you can always see me as friend and rely on me too, So please let me know if there's anything I can do for you. Have a lovely weekend. I appreciate your time."

25. This was sent after the claimant had collected the car and is inconsistent with his witness statement where he said he paid cash for the car. The question of whether a car loan was made (and not repaid) has been adjudicated in the County Court. The County Court judge decided there had been a car loan made by the first respondent and this, if it is necessary, would be our finding too. The claimant would not thank Nadeem Boghani for the car if he had paid cash for it. The claimant's evidence in his witness statement is untrue.

26. This tribunal also finds that there was no condition attached to the offer of an adjusted contract imposed upon the claimant that he change his religion.

27. The claimant also stated, in cross-examination of Nadeem Boghani, that at some point, he was given £400 in cash by Nadeem Boghani when they were travelling in the car. The claimant's said that he was short of cash for a holiday which he was to take later in October. Nadeem Boghani denies any such payment of £400 was made by him. The claimant's case is that this accounted for the £200 that he paid into the first respondent's bank account in September and October. We find that Nadeem Boghani did not give the claimant £400 in cash in the car especially as this appears to be the first time the claimant has suggested this. It is obvious that £200 paid into the first respondent's bank account by the claimant was for the car loan.

28. As indicated the claimant's salary had increased from the initial £24,000 to £28,000 in July and then immediately at the beginning of August he began to be paid the gross sum of £31,200. His holiday entitlement stayed at 28 days per year. It is true to say that, under the new arrangements, the claimant's working hours did increase particularly for some of the weeks in September.

29. The claimant continued to discuss the new contract especially around holiday entitlement with Nadeem Boghani. The claimant was due to go on holiday for the last two weeks of October. Nadeem Boghani decided to try and put in writing the final arrangements with respect to the contract and he wrote a letter dated 31 October for the claimant's return. It reads:-

"Dear Amir

Revised Contract Terms as Chauffeur & Administrative Executive

Following on from our recent discussion there seems to be a general misunderstanding between what has been written in the revised terms and conditions and your expectations or misinterpretation of matters as they stand. To be clear you are contracted (under the revised terms and conditions) for 6 days per week, hours as required at a gross annual salary of £31,200.00.

Your contract of employment entitles you to 20 days paid holiday and standard UK public holidays in each year. Any further time off is at the discretion of the Company but is not a contract obligation. We have I feel been fair as prior to travelling you had worked 5 days per week for 2 weeks. Should you have any questions or concerns regarding this please do let me know.

There will be no further negotiation. I do hope that this helps to clarify these terms. We hope that you will recognise that the revised offer is more than when you started with us and we hope that you will continue with Splendid Hospitality Group."

30. The claimant returned on 1 November and he saw the letter then. There were continued discussions about the contractual arrangement and it became clear to both parties that no agreement was going to be reached. It was agreed therefore that the claimant's employment would come to an end. There was no dismissal of the claimant.
31. On 3 November there was a meeting between the claimant and Nadeem Boghani. Ms Loosley was also present. The claimant says that there was an argument about the arrangements. The employment tribunal finds that Nadeem Boghani did not raise his voice because that was Ms Loosley's evidence which we accept, although it is quite possible that he might have shown a little bit of frustration with the continued discussions. It was agreed that the claimant would receive payment for 4 weeks in lieu of notice. It was also agreed that he would be repaid the £400 he had already paid the first respondent towards the car loan.
32. The claimant agreed to come into the office on the morning of the next day to meet with Shiraz Boghani but he was delayed. Ms Loosley contacted him because he was late as Shiraz Boghani needed to leave, and he eventually attended a little after 3.30pm and spoke to Shiraz Boghani. There were then conversations about the precise amounts to be paid to the claimant. It was agreed that he would be paid £1,900 plus the £400. The claimant insisted that he should be able to see that it had reached his bank account so various phone calls were made and the

transfer made. The respondents' case is that they understood the claimant would leave the car but the claimant either did not understand that or decided not to leave the car.

33. A document was prepared for him to sign. It reads:

"Amir Jabbery

In final settlement:-

<i>1 month's pay as agreed</i>	<i>£1,900</i>
<i>Loan repayment (Paid) as agreed</i>	<i>£400</i>
<i>Total</i>	<i>£2,300"</i>

It is signed and dated by the claimant.

34. That was the end of the claimant's employment. Shortly after he left, the claimant received a letter before action from solicitors instructed by the first respondent with respect to the car loan as he had retained the car. Later the claimant brought Employment Tribunals proceedings and the first respondent brought County Court proceedings with respect to the loan. The County Court proceedings were determined on 13 March 2018 and we have seen a transcript and a judgment with respect to that matter.

35. We find that there was no occasion when either Nadeem Boghani or Shiraz Boghani tried to change the claimant's religion to that of Ismaili Islam. With the exception of a friendly discussion that might have occurred with Shiraz Boghani when he was being driven to a wedding, where wedding customs might have been touched upon, the tribunal finds that religion was not discussed.

36. The claimant has alleged, at different times, as this tribunal case has progressed, that he was harassed because of his nationality/ethnicity and/or religion. This included the allegation just referred to that there was discussion of religion and attempts to change the claimant's religion.

37. But there were other allegations. In case management orders it was alleged that there were comments made that the claimant was called a "loser" and that Nadeem and Shiraz Boghani talked to each other in their own language about the claimant (Gujerati) and laughed.

38. In his witness statement the claimant, for the first time, alleged that Nadeem Boghani had called him an "Iranian loser" and said "if your religion and leader was good you would not be working for me a slave". Nadeem Boghani denies making such comments. The late addition of the word "Iranian" is significant as is the alleged use of the word "slave". It suggests to the tribunal that the claimant has made a late attempt to bolster his case. We find that those words were not used by Nadeem Boghani, particularly in the light of his very polite written communications and the effusive responses by the claimant in writing.

39. It is unlikely, but possible, that occasional words were exchanged in Gujarati but Nadeem Boghani's first language is English and any such exchanges were insignificant. There was absolutely no evidence that any such exchanges were about the claimant.

Facts relevant to the breach of contract complaint (summary issue 1.3)

40. The claimant's case is that the sum of £1900 received for notice pay is incorrect (summary issue 1.3.1 and issue 13). When we discussed this issue with the claimant, he accepted that four weeks' net pay amounts to £1,762.56 but believes he is still owed pay for some days for late October and/or early November. The respondents' case is that the payslip is prepared and payment is made around 25th of the month but that is payment for the whole month. We heard evidence to that effect from Mr Narayana. That is the evidence that we accept. The claimant is therefore owed no further payment for October. The respondent does accept that he is owed for three days in November. It has therefore paid to him, during these proceedings, the sum of £82.88 (£1762.56 + £220.32 for those three days = £1982.88 - £1900 paid). The claimant has therefore received his entitlement to notice pay.

41. The claimant also says that there was an agreement that he be paid a sum for commission on a hotel bookings deal (summary issue 1.3.2 and issue 14). The tribunal heard very little evidence about how the commission was said to have been offered to the claimant. The relevant facts are that the claimant was provided with a mobile phone that had previously been one that a sales person had used. Somebody from another hotel group called that phone and spoke to the claimant to get information about booking rooms with one of the first respondent's hotels. The claimant passed that message on and we have seen various emails where suggestions were made about prices for hotel rooms and they appear of the bundle.

42. The claimant's case is that he was told by Nadeem Boghani that he would be paid 1.5% for making this agreement. Nadeem Boghani denies that. The claimant also told us that Mr Bailey, who was CEO, said something to him after this incident about being paid but the comment appears to be a lighthearted offer of Sunday lunch. Quite properly, the claimant was thanked for passing on this information and for the potential business that might have developed. In any event, as we understand it, those bookings never did take place. We find that no such offer was made for the claimant to receive commission for that deal and, even if there had been such an offer, the claimant is not entitled to payment as the bookings did not take place.

43. The claimant claims sums for drawings/plans (summary issue 1.3.3 and issue 15) for proposed office refurbishment at the first respondent's head office. Mr Narayana gave evidence as that was a project for which he was responsible. It is accepted that the claimant offered to assist and indeed he drew up a relatively detailed proposal, which we saw in the bundle, with respect to how the offices could be re-arranged.

44. The claimant's case is that he was offered payment by Nadeem Boghani to carry out this work. Again, Nadeem Boghani denied this. The claimant gave several

different accounts over the course of these proceedings of what he said was agreed. We are also aware that he gave a different sum in county court correspondence. In these particulars of claim, he suggested a sum of £1,000 was agreed. He has also suggested a figure of £1,100. When he was cross-examining Nadeem Boghani, he said the figure was £1,500. Later in his evidence, he suggested a figure of between £1,000 to £1,500 and that that sum had also been mentioned to Mr Narayana. Mr Narayana denied that it had ever been mentioned to him that Nadeem Boghani had offered to pay the claimant. The claimant's evidence on this has been remarkably inconsistent. We find that Nadeem Boghani did not offer to pay the claimant anything at all for the work that he carried out. He was already being paid by the first respondent as he was at the office in any event.

45. The claimant claims three expenses claims are unpaid (summary issue 1.3.4). We are satisfied that the claimant signed for two expenses claims made in August and September and he received the sums claimed (pages 558 and 559 of the bundle). The claimant's case was that his signature was faked but he did not put that to Nadeem Boghani and Ms Loosley denied it. We cannot accept that either of these two individuals would fake the claimant's signature as there was absolutely no reason to do so.
46. We are not satisfied that the claimant submitted the October expenses claim form which we see at page 560. If he had, and not been paid, he has not explained why he did not follow it up, particularly when his employment terminated on 4 November. In other respects, he was particularly careful about ensuring that he got all that he thought he was entitled to. The claimant cannot show the amount claimed is properly due to him.
47. With respect to holidays (summary issue 13.5 and issue 16), the claimant took three public holidays. Although he said he had taken two when he was giving evidence, he said in his witness statement that he had taken three and that is the respondent's case. He took two weeks in October. At that point he was working six days a week so that is 12 days (or 13 days if we include 31 October). He therefore took 15 days (or 16 days) over six months of employment. His full year entitlement was 28 and he has therefore taken slightly more than his entitlement.

Hours worked by the claimant (summary issue 1.2)

48. The only other findings of fact which we need to make relate to the hours that the claimant worked.
49. We had detailed evidence from Ms Loosley who had gathered information from a variety of sources and set it out in detail in her witness statement. This included the travel schedules as updated, text messages, Whatsapp messages, emails, Nadeem Boghani's diary and the office signing in sheet. She quite properly amended that evidence when she had seen further evidence that meant the hours that she put in the witness statement was slightly wrong on one or two occasions. We accept her evidence. It is very carefully thought out, supported by documents and it helped us considerably with trying to determine hours the claimant did work.

50. The claimant, conversely, has been very vague in his evidence. His case is that he worked 90 or 95 hours but he has been almost entirely unspecific about when he says he did those hours, what times or on what days he alleges he did those hours. The claimant has provided Uber taxi receipts because for a time he was travelling from his home by Uber. Ms Loosley could not give any evidence on the claimant's working hours between 23 June and 2 August as she was on sick leave. Some of the Uber receipts may be connected to the claimant's work with the respondents. However, it also appears to us that some are unconnected because at least one, if not more, of those Uber receipts are inconsistent with other evidence about the claimant's whereabouts at various times. The suggested travel times certainly did not make any sense to the tribunal with some experience of travel in London. To give just one stark example, when we were discussing various journeys as shown on the travel schedule as compared to Uber receipts, the claimant stated that he travelled from SE1 to Heathrow in about 30 minutes which clearly cannot be right.
51. We have therefore looked at all this evidence and been guided by the schedule that the respondent's representative provided so that we can assess what hours the claimant worked. There were a few occasions where the claimant has specifically challenged the hours as set out on the schedule and Ms Loosley's statement.
52. So, for instance, on 25 June the claimant's case is that he started earlier than the travel schedule shows; that starting time is said to be 18:30. In cross-examination of Nadeem Boghani the claimant said that he had worked all day but there is no other evidence of that and it directly conflicts with his own Whatsapp message at page 146 of the bundle which says: "I started at 6.30 today". We find that he started at 18.30.
53. On 26 June the travel schedule shows the claimant finishing at 23:00 hours. In cross-examination of Nadeem Boghani, the claimant suggested he finished work first at 00.37 and was then asked to travel to Uxbridge and Hayes for some friends of Nadeem Boghani in the early hours of the morning arriving home again at 07.28 and there is an Uber receipt at page 1121. The claimant's evidence on this was very unclear and Nadeem Boghani denies that there was ever such request and there are no supporting texts for it. We cannot find that the claimant worked these extra hours.
54. Another example is at 27 June. There the travel schedule shows, and it was Nadeem Boghani's evidence, that the claimant picked him up from a conference hotel at St Paul's around 15:30 and took him home. Nadeem Boghani's evidence is there were no other duties. The claimant suggested in cross examination of Nadeem Boghani that he did not drive him home until 21.00 but during his own evidence, he stated that he finished at 19.30. He then gave inconsistent accounts of having got home and then gone elsewhere but he was unable to explain what it was he had done and again there are no supporting text messages for that. The tribunal finds that he finished at 17.00 as shown on the schedule.
55. There is a similar difficulty with 28 June which the claimant also takes issue with. The travel schedule shows that he worked between 13:25 and 17:30 The

claimant cross-examined Nadeem Boghani on this and suggested that he had been asked to travel again to take friends from very close to Heathrow to Heathrow. Again, the claimant's evidence on this is deeply inconsistent. He was very vague about the address of the friends or the need for this journey which on the Uber receipts appears to have happened around 4.30 in the morning. There is then further evidence of further activity but that seems to be inconsistent with the claimant signing in at the office at 2pm. We accept the hours as set out in the schedule.

56. The claimant took issues with two dates in July. For similar reasons, we do not accept his evidence that he did more work than shows on the travel schedule. The same applies to issues that he took on 9 and 10 August. The claimant's evidence was often inconsistent and without any supporting evidence.
57. Finally, the claimant took issue with the working hours as set out in the schedule and summarised by the respondents for the period 1 September to 4 September. The travel schedule for 1 September shows the claimant working from 10:55 to 21:00 hours. This is the day he picked up visitors from Kings Cross and took them to one of the respondents' flats in Kensington. The claimant's case is that he stayed later than 21:00 hours because he was doing shopping for these visitors. The Boghanis deny that this happened. Firstly, they said that they would make sure that the flat was properly stocked but there is no other evidence to the effect that the claimant stayed. In any event, he drove to Hounslow Civic Centre for Mr Nadeem Boghani to attend a planning meeting and therefore could not have been at the flat in Kensington at that time.
58. On 2 September the travel schedule shows the claimant not working at all. The claimant's case now appears to be that this is the day that he was asked to go to the Kensington flat by Shiraz Boghani because there was a serious plumbing problem. This is denied. Mr Boghani's evidence, which we prefer, is that the claimant was asked to go to the Kensington flat on 3 September and that was a day the claimant was working anyway with his hours being recorded as 09.00 to 16.00. We have seen a number of photographs of the plumbing problem, text messages and so on. The claimant's own message where he said "*everything is done*" showed that that matter had been dealt with by 4 o'clock on 3 September. The claimant's evidence was that he returned to the Kensington flat on 4 September but we are not satisfied that he did as there is very little evidence to that effect. In any event, even if he did, his hours of work are recorded as being between 9.45 and 16:30. We prefer the respondent's evidence with respect to this and can find no extra hours to attribute it to the claimant for those dates.
59. The claimant's case appears to be that there are some matters where he was asked to work by other means, that is not in documented evidence. He says that for instance he was often phoned or spoken to orally and asked to do other tasks. Of course, it is possible that this happened but given that the claimant has been unable to give us any specific evidence with respect to this, we are not able to find that this happened often enough so as to warrant a significant change to the working hours as calculated.

60. In summary, the claimant has not satisfied us that he did any more hours than those that have been calculated by Ms Loosley in her witness statement and set out in the schedule prepared by the respondent's representative.
61. One difference between the respondent's calculation and that which we carried out relates to what breaks the claimant might have taken. The schedule allows for breaks of 30 minutes or, on longer days, 60 minutes. The claimant denied that he was taking those breaks. It is difficult to tell because there are clear gaps in the times that he was working for the respondent and we cannot say for sure how long he might have taken a break. When we have done the calculation, therefore, we have added back those times deducted for assumed breaks.

Findings on hourly rate paid (issues 7.4 and 7.5)

62. In June, on our calculations, the claimant was paid between £12.98 per hour (if he took breaks) and £11.97 per hour for a total of 167 hours (if he took no breaks).
63. In July, he was paid between £13.48 per hour (if he took breaks) and £12.68 per hour for a total of 184 hours (if he took no breaks).
64. In August he was paid between £13.48 per hour (if he took breaks) and £12.56 per hour for 206 hours (if he took no breaks).
65. In September he was paid between £10.92 per hour (if he took breaks) and £10.23 per hour for 254 hours (if he took no breaks).
66. In October he was paid between £11.87 per hour (if he took breaks) and £11.50 per hour for 226 hours (if he took no breaks).
67. In November the claimant worked for 3 days and was paid his entitlement for that time (see findings above on notice pay).
68. As will be seen from these calculations, the lowest hourly rate of pay the claimant received over the course of his employment with the respondent was £10.23 and the highest was £13.48. We cannot therefore find that the claimant was paid less than the National Minimum Wage of £7.20 per hour at any time over the course of his employment.

The law and submissions

69. The claimant's complaints of race and religious discrimination fall to be determined under Equality Act 2010 (EQA). The following sections are those that apply to these complaints:-

13 Direct discrimination

(1) A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.

(2) If the protected characteristic is age, A does not discriminate against B if A can show A's treatment of B to be a proportionate means of achieving a legitimate aim.

26 Harassment

(1) A person (A) harasses another (B) if—

(a) A engages in unwanted conduct related to a relevant protected characteristic, and

(b) the conduct has the purpose or effect of—

(i) violating B's dignity, or

(ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

(2) A also harasses B if—

(a) A engages in unwanted conduct of a sexual nature, and

(b) the conduct has the purpose or effect referred to in subsection (1)(b).

(3) A also harasses B if—

(a) A or another person engages in unwanted conduct of a sexual nature or that is related to gender reassignment or sex,

(b) the conduct has the purpose or effect referred to in subsection (1)(b), and

(c) because of B's rejection of or submission to the conduct, A treats B less favourably than A would treat B if B had not rejected or submitted to the conduct.

(4) In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account—

(a) the perception of B;

(b) the other circumstances of the case;

(c) whether it is reasonable for the conduct to have that effect.

(5) The relevant protected characteristics are—

- race;
- religion or belief;

123 Time limits

(1) Proceedings on a complaint within section 120 may not be brought after the end of—

(a) the period of 3 months starting with the date of the act to which the complaint relates, or

(b) such other period as the employment tribunal thinks just and equitable.

(2) Proceedings may not be brought in reliance on section 121(1) after the end of—

(a) the period of 6 months starting with the date of the act to which the proceedings relate, or

(b) such other period as the employment tribunal thinks just and equitable.

(3) For the purposes of this section—

(a) conduct extending over a period is to be treated as done at the end of the period;

(b) failure to do something is to be treated as occurring when the person in question decided on it.

(4) In the absence of evidence to the contrary, a person (P) is to be taken to decide on failure to do something—

(a) when P does an act inconsistent with doing it, or

(b) if P does no inconsistent act, on the expiry of the period in which P might reasonably have been expected to do it.

136 Burden of proof

(1) This section applies to any proceedings relating to a contravention of this Act.

(2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.

(3) But subsection (2) does not apply if A shows that A did not contravene the provision.

(4) The reference to a contravention of this Act includes a reference to a breach of an equality clause or rule.

(5) This section does not apply to proceedings for an offence under this Act.

(6) A reference to the court includes a reference to—

(a) an employment tribunal;

70. In essence, for all claims the tribunal must make findings of fact and then apply the correct tests. For the direct discrimination complaint, namely less favourable treatment contrary to section 13 EQA, the tribunal is mindful that it is unusual for there to be clear, overt evidence of direct discrimination and that it should consider matters in accordance with section 136 EQA. The tribunal accepts the guidance of the Court of Appeal in Igen V Wong [2005] IRLR 258 which confirms that given by the EAT in Barton v Investec Henderson Crosthwaite Securities Ltd [2003] IRLR 332, concerning when and how the burden of proof may shift to the respondent, as modified and clarified in other recent cases. When making findings of fact, we may determine whether those show less favourable treatment and a difference in race (or nationality) or religion. The test is: are we satisfied, on the balance of probabilities and with the burden of proof resting on the claimant, that this respondent treated this claimant less favourably than they treated or would have treated the comparators (or an employee from some other nationality or religion).

71. We are guided by the decision of Madarassy v Nomura International plc 2007 IRLR 246 reminding us that unfair treatment and a difference in race (or nationality) does not, on its own, necessarily show discriminatory treatment. If we are satisfied that the primary facts prove a difference in race or religion and less favourable treatment, we proceed to the second stage. If the answer here is that we could so conclude, the burden shifts to the employer. At the next stage, we look to the employer for a credible, non-discriminatory explanation or reason for such less favourable treatment as has been proved. In the absence of such an explanation, proved to the tribunal's satisfaction on the balance of probabilities, the tribunal will conclude that the less favourable treatment occurred on the grounds of race (or nationality) or religion.
72. The claimant also complains of harassment. The tests are as set out in section 26 with the burden of proof resting on the claimant to show unwanted conduct related to race (or nationality) or religion. He also has to show that the unwanted conduct had the purpose or effect of violating his dignity or creating an intimidating etc environment. The tribunal must also consider whether it was reasonable for the conduct to have that effect taking into account the claimant's perception and other circumstances. Although the list of issues sets out the tests for determining whether the claims were presented in time, this is not a matter which needed consideration in this case.
73. The complaint that he was not paid the national minimum wage is brought under Part 11 Employment Rights Act 1996 (ERA). Section 13 ERA makes it unlawful for an employer to make an unauthorised deduction of wages. The National Minimum Wage Regulations 2015 (NMW) provide for minimum rates for workers of different ages. There is no dispute here that the claimant was entitled to be paid at least £7.20 per hour over the reference period as set out in those regulations. The tribunal needs to determine the hours he worked to ascertain whether the NMW rate has been paid.
74. The claimant also brings several money claims as damages for breach of contract. The tribunal has to determine whether the claimant was entitled to sums he has claimed. This means we must decide, on the oral and documentary evidence before us, whether there was a contractual term and, if there was, whether it has been broken. If the contractual term has been broken, we may have to decide what is the correct level of damages.
75. One procedural legal issue which arises in this case is whether the principle of issue estoppel applies. This is because the County Court has already determined the first respondent's claim for re-payment of the loan for the car. The claimant raised in those proceedings the issue of the alleged condition of the loan that he change his religion. The principle means where one court has made a finding of fact that was a "necessary ingredient" in the case before it, that matter cannot be re-opened (Arnold v National Westminster Bank plc [1991] 2 AC 93). We were referred by the respondents' representative to several cases giving guidance on this issue. However, this need not concern us greatly as our findings of fact are, in any event, entirely in accord with those found in the County Court case.
76. We received submissions from both parties. They were detailed and in writing and very helpful to us. Both the respondents' representative and the claimant added

to those written submissions on the last day. We were referred to caselaw, some of which is referred to above, and some of which was not necessary for us to consider as our findings rendered any guidance unnecessary.

Conclusions

77. This is a case where most of our conclusions will be clear from our findings of fact. The claimant has not succeeded in any of his complaints.
78. As for the Equality Act complaints, these are our conclusions. In the simplest and plainest of terms, the claimant has not proved any facts which show harassment related to or less favourable treatment because of his nationality/ethnicity or his religion.
79. The claimant's credibility has been seriously called into question by his inconsistent statements; by changes to his version of events and adding to his many complaints as he has proceeded through this employment tribunal case. He made no mention of the alleged requirement to change his religion until well after his employment had ended. All the contemporaneous written evidence, particularly that from the claimant himself, is to the contrary. It indicates a good working relationship with the claimant being grateful and thanking the respondents for their attitude towards him. It is highly unlikely that anyone would write the kinds of texts if they had in fact been asked (or as alleged "forced") to change their religion. There was no such condition or encouragement or indeed reference at all on the facts as we have found. Just because the Boghanis were followers of a different part of the Islamic faith, does not indicate any sort of either less favourable treatment or harassment. The claimant's claims with respect to those matters under the Equality Act must fail.
80. For completeness, we give our answers in line with the original (and amended) list of issues starting at paragraph 7.
81. Issues 7.1 to 7.3 are agreed. Issues 7.4 and 7.5 (the alleged failure to pay the national minimum wage) are answered above at paragraph 68. There was no such failure.
82. Issues 8.1 to 8.3 (expenses) are answered at paragraphs 45 and 46. No expenses are due.
83. Issue 9.2 (direct discrimination because of religion or belief) is answered at paragraphs 24, 26, 30 and 35 in that we have found no requirement for the claimant to change his religion or any such condition of the new contract and there was no dismissal. The tribunal does not need to decide issue 9.3 and we have heard no evidence in relation to the named comparators at issue 9.4.
84. Issue 10.2 (direct discrimination because of race or nationality) is also answered at paragraph 30. There was no dismissal. Issues 10.3 and 10.4 do not need to be answered.
85. Issue 12.1 (harassment) is answered at various points in our findings of facts. The claimant has not shown that these events occurred. Similarly issue 12.2 is

answered at various points and the claimant has failed to show those matters occurred. None of the facts as found related to the claimant's religion or ethnic origins and we therefore need not answer issues 12.4 to 12.7.

86. Issue 13 (notice pay) is answered at paragraph 40. The claimant received his entitlement to notice pay.
87. Issue 14 (commission) is answered at paragraph 42. No such agreement was made and no payment is due.
88. Issue 15 (drawings/plans) is answered at paragraph 44. No such agreement was made and no payment is due.
89. Issue 16 (holiday pay) is answered at paragraph 47. The claimant had more than used his holiday entitlement and no payment is due.
90. Issues 17 and 18 do not need to be addressed.
91. We have made it clear that as far as the unlawful deduction of wages complaint is concerned, the claimant was always paid in excess and sometimes well in excess of the National Minimum Wage.
92. He has also received all notice pay due to him.
93. The claimant's claims must all fail and are dismissed.

Costs

94. After we gave oral judgment the respondent made an application for costs under Rule 76 employment Tribunal rules of Procedure 2013. The application was made under Rule 76(1)(a) and (b). It was submitted that the claims had no reasonable prospect of success, that the claimant must have known that as they were based on untruths and that he had acted unreasonably by pursuing the allegations which were false and untruthful.
95. The respondent's representative handed in a schedule of costs, a chronology, copies of a letter and email from the respondent's solicitors to the claimant as well as written submissions. She then addressed us going through the written submissions. She referred us to several cases. She reminded us of the two-stage test as set out in Rule 76 which included a provision for the tribunal to consider whether making a costs order is "appropriate". (Robinson v Hall Gregory Recruitment Limited [2014] IRLR 761. She also reminded us that rule 84 provides that the tribunal "*may have regard to the paying party's ability to pay*". She particularly drew our attention to the fact that the claimant had been offered the chance to withdraw, in which case there would be no costs application. The costs application was limited to £20,000 although the schedule showed costs of over £47,000. Barnsley Metropolitan Borough Council v Yerraklava [2012] IRLR 78 also reminds the tribunal to look at the whole picture and identify what conduct was unreasonable and what effects that conduct has had. Two cases, in particular, deal with circumstances where there have been findings by the tribunal of dishonesty on the part of the paying party (see Daleside Nursing

Homes Ltd v Matthew [UKEAT/0519/08 and Arrowsmith v Nottingham Trent University [2012] ICR 159.

96. The claimant was given time to consider his response to the costs application and made submissions after the lunch break. He raised the question of what had happened in the County Court saying that the matter of discrimination was for the Employment Tribunal to decide. He referred to concerns that the respondents had raised about him using the word “slave” and said that this had only been repeated by him having been a word used by Mr Boghani. The claimant reminded us that he is not legally trained and felt that he did not lie and that we had not properly understood his evidence. He told us that he had paid the County Court judgment of a little over £5,400 within 14 days by selling the car for £2,100 and that he had had to borrow more to pay the rest. He says he has no criminal record and he believed that he was right to continue his claim before the tribunal because he was preserving his rights. He asked us not to make any order for costs.
97. The employment judge asked him for information about his ability to pay any costs order we might make. He said that he had no more assets because he had borrowed money. His only income was as a student loan which he said was about £9,000 per year. He is in the first year of a health care degree. He is living in rented accommodation paying rent of £430 per month. He also has some other debts, around £3,000 on credit cards and a previous student loan of £35-36,000 as well as pay day loans of around £4,000. He mentioned the stress that the tribunal has caused him and the effects on his health. He is hopeful that after the end of his three year course, this being his first year, he will move into employment.
98. In reply the respondents’ representative reminded of the case of Arrowsmith (above) and submitted that we are not confined to the amount the claimant can afford, particularly when there is a dishonesty issue. The claimant repeated that he had not been dishonest.
99. The tribunal gave this due consideration. There are number of matters which point towards an order for costs. The first is that there were untruths on the part of the claimant; the second is that the claimant had warnings from a County Court Judge and Employment Tribunal Judges at preliminary hearings about the perceived weaknesses of his claims. He had been ordered to pay a deposit for the notice pay claim. The tribunal also takes into account that there had been offers by the respondents that they would not pursue an application for costs if he withdrew.
100. The claimant brought relatively serious allegations, particularly those of religion and race discrimination and failure to pay the national minimum wage against not just a corporate respondent but, in the case of the discrimination complaints, against two named individuals. These are serious allegations which may impact on someone’s reputation. The breach of contract claims were less serious but also, as our findings of fact make clear, had very little prospect of success. Unfortunately, the claimant’s case has been built on a series of untruths and lack

of evidence, particularly in relation to what hours he says he actually worked and the allegation that he was made to change his religion.

101. The tribunal have come to the view, which it does rarely, that this claim was vexatious. The claimant never had any reasonable prospect of success on any of his claims given that they relied upon a version of events which he has given which has not been accepted by us. It was unreasonable for him to start these proceedings and pursue them, particularly after preliminary hearings where he had been ordered to pay a deposit and heard the what difficulties there were with his arguments. The tribunal takes the view that it was particularly unreasonable for him to pursue this matter after a County Court hearing which went very much against him. Similarly, after the very careful letter which was sent to him on 20 March by the respondents' representatives which set out in detail the difficulties he was likely to have with his case and gave him the opportunity to withdraw at that point. He also had a later opportunity which he decided not to take up. This case has led to the respondents spending a significant amount on legal costs. It was clearly unreasonable conduct and many of the claims were misconceived.
102. We have decided to make an award of costs for legal costs incurred after the letter of 20 March. We note that those costs amount to a little over £26,000. In our view the claimant's behaviour was particularly unreasonable after this point and we have therefore decided, taking into account his ability to pay, that we will order him to pay a contribution towards the costs which were accrued after that date. That proportion is £7,500 and it is ordered that the claimant pay that to the respondent.

Employment Judge Manley

Date: 5 June 2018

Sent to the parties on:

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For the Tribunal Office