EMPLOYMENT TRIBUNALS

Claimant		**Respondent**
Ms. J C Kelly	**v**	The Centre for Health and Disability Assessments

PRELIMINARY HEARING

Heard at: **London South, Croydon** **On: 16 January 2019**

Before: **Employment Judge Sage (sitting alone)**

Appearances
For the Claimant: **In person**
For the Respondent: **Mr Holloway of Counsel**

JUDGMENT

1. *The meeting on the 28 June 2017 was a pre-termination meeting held pursuant to Section 111A Employment Rights Act 1996.*

2. *The meeting held on the 28 June 2017 was a without prejudice meeting.*

3. *Evidence referring to the fact and the contents of this meeting are therefore inadmissible*

REASONS

Requested by the Claimant

1. The case was listed for a three day merits hearing. The Claimant brings a claim for constructive unfair dismissal. The Respondent defends the claim.

2. At the start of the hearing the Respondent made an application to remove a number of references to pre-termination negotiations and without prejudice correspondence that appeared in the bundle and in the statements and pleadings. The Respondent provided the Claimant with prior notice of the application and the Claimant responded on the 10 January 2019 objecting to the application.

The Respondent's Application

3. In the Respondent's written submission they stated that the meeting on the 28 June 2017 was a pre-termination meeting within the meaning of section 111A(2) and it amounted to a without prejudice meeting. The Respondent denied that there was any evidence of improper behaviour. They denied that failure to give notice of the purpose of the meeting amounted to improper conduct, the Claimant was not expected to respond to the offer immediately and had time to consider the proposals. The Respondent stated that it was important for the Claimant to consider the next steps available to her and was warned of a disciplinary process against her that 'could' result in dismissal. They denied that the Claimant was told that she would be dismissed. The Respondent stated that the invitation to the meeting on the 28 June 2017 and correspondence that took place thereafter are covered by Section 111A and are inadmissible.

4. The Claimant's written response to the Respondent's application dated the 10 January 2019, disputed that the discussions on the 28 June were without prejudice as at that time she was not in dispute with the Respondent. The Claimant denied that the cloak of privilege should apply.

5. The Claimant also submitted that Section 111A did not apply to the discussions. When invited to the meeting, the Claimant asked Ms Forbes if it was 'formal' and she was informed that it was not, however she stated that the meeting was formal (with a notetaker present) and she had been misled. The Claimant maintained that Ms Forbes had predetermined the outcome of the disciplinary hearing before the investigation had been concluded. The Claimant also stated that she believed that she had already gone through a disciplinary hearing and the present investigation was going to replicate the original disciplinary hearing. Reference was also made to a comment allegedly made by Ms. Forbes after the meeting that she believed was insulting and highly inappropriate. The Claimant stated that the discussions were highly inappropriate, stating that she was presented with an ultimatum and given no opportunity to negotiate. In the alternative the Claimant stated that the Respondent's conduct was improper or connected with improper behaviour.

Findings of Fact

6. The brief background to the meeting held on the 28 June 2017 was that the Claimant had been the subject of a grievance pursued by a number of staff at the Swansea office, where she worked "the initial grievances". The Claimant was relocated to a different office while investigations were under way.

7. The Claimant was called to a disciplinary hearing on the 29 March 2017 (page 138-9), the minutes reflected that the Claimant accepted that she would not return to her role in Swansea after the initial grievances had been heard. as in her own words "things had gone too far" The Claimant appeared to accept that her reintegration into the workplace would be impossible in the light of the strong opposition raised by her colleagues.

8. There was a telephone conference on the 12 April 2017 (page 141A) attended by the Claimant, Ms O'Connell from Prospect (Trade union), Ms. Pike and Mr Lucas. In this meeting a risk assessment was discussed. The Claimant stated

that she "would not resign and that she would not look at a settlement agreement as a year's pay was insufficient". Ms. O'Connell told the meeting that she had informed the Claimant during an adjournment of the disciplinary hearing of the option of a settlement agreement and had explained "i.e. if she had been dismissed and subsequently won a case for an unfair dismissal at an Employment Tribunal then – without any culpability – then she would be capped at a year's pay. [the Claimant] said that this would be insufficient – hence her decision to return to work". This minute confirmed that the Claimant had contemplated legal proceedings and had sought advice from her union.

9. The Claimant was given a first warning on the 4 May 2017, which she did not appeal.

10. After the completion of the disciplinary process, steps were then taken to return the Claimant to her workplace but before this could be done, the staff at the Swansea office raised a collective grievance against the Claimant on the 16 May 2017, signed by 18 signatories (page 168A-E). The collective grievance was then followed by 9 individual grievances against the Claimant "the second grievances". The Swansea workplace also escalated a reference to the Nursing and Midwifery Council "NMC". The Respondent therefore delayed the Claimant's return to the Swansea office in the light of the strong opposition raised by the staff.

11. Ms. Forbes commenced an investigation into the second grievances and during the investigation the staff were highly critical of the Claimant. This was a matter that had to be investigated by the Respondent. It also appeared to be impossible to return the Claimant to the workplace in the light of the strong opposition raised. There were no other roles available at the time. These were the background facts that were relevant to the need to convene a meeting on the 28 June 2017.

12. Ms. Forbes informed the Claimant of the second grievances on the 18 May 2017 at page 168G (by telephone), she was informed that there would be an investigation "which may require her involvement". The Claimant was advised of the need for confidentiality and not to contact any of the staff at Swansea. The minute recorded that the Claimant stated that "she would be prepared to leave if that was the best thing for the company, she had no desire to be vindictive and is trying to be realistic. She expected this action, along with sickness and threats to leave, so she was not surprised to hear of the collective grievance". The Claimant also added that "as much as she wants to return as ACM, she can see the mess that is being created and it is not in the interests of the Company. She stated that she has spoken to Geraldine today to see if there could be a compromise agreed". This email further corroborated that there was a dispute between the parties and on two occasions the Claimant and Respondent had discussed options to bring about a resolution, which included the Claimant considering legal action.

13. A meeting took place on the 28 June 2017. The Claimant's minutes of the meeting were on pages 187-8 and the Respondent's minutes were on pages 189-192. The Claimant alleged that the meeting was called under false presences as she was informed on the telephone the previous day that the meeting was to be 'informal'. She stated that what transpired was a formal

meeting. Ms. Forbes denied that she told the Claimant that the meeting was informal and this was recorded at the start of the meeting. The minutes reflected that the Claimant was informed that the meeting was called to update her on the grievance investigation (page 189) and that on the evidence before them, there was a disciplinary case to answer which, if upheld, could result in summary dismissal due to gross misconduct. After informing the Claimant of this, Ms. Forbes asked the Claimant if she would attend a without prejudice meeting (page 192) which she agreed to do, if the notetaker left. This request was granted and the without prejudice discussions took place. The Respondent took no notes of the discussion however the Claimant's notes made reference to the details of the WP conversation.

14. The Claimant's union representative (Ms. Flannagan) wrote to HR on the 30 June 2017 (page 198) referring to the 'protected conversation' that took place on the 28 June; the criticisms made about the conduct of the meeting was that the Claimant was "shocked and upset" to be called to a meeting. She also stated that it was "badged" as informal, but it was her view that it was formal as HR was present. The further criticism was that the Claimant was asked to sign the minutes in the meeting. Ms. Flannagan raised her concern that the Claimant was asked to make a decision over the weekend and return to discuss her decision on Monday the 3 July 2017; she stated that the Claimant was now signed off sick and was due to take annual leave on the 16 July. In the light of the concern raised about the short timescale, Ms. Jones of HR agreed to give the Claimant a week to consider her response to the without prejudice offer.

15. The Claimant raised a grievance on the 8 August 2017 (page 257) referring to the meeting on the 28 June 2017 stating how upsetting it was however she confirmed that she was told "there was corroborating evidence to take me to a second disciplinary hearing" she then referred to the "without prejudice" meeting where the offer was made to "resign or go to a disciplinary hearing". It was not alleged that she was provided with an ultimatum of "resign or be dismissed".

16. Both parties made reference to the meeting of the 28 June 2017 in their pleadings and reference was made to it in the statements and in the bundle.

Submissions

The Respondent's closing submissions

17. The Respondent conceded that it was unfortunate that it was left until the first day of the hearing to deal with this matter.

18. He stated that this was exactly the sort of situation that section 111A was designed to deal with. The Respondent accepted that the situation was difficult for everyone, all the people that the Claimant managed were opposing her return to Swansea and raised a grievance. They complained that the Claimant's management style caused ill health problems and staff had gone sick since they learned of return to work. They also felt that the Claimant should be referred to the NMC. Grievances were raised by the staff, even though they were similar to the grievances raised previously, the Respondent was duty bound to consider

them. It was impossible for the Claimant to return to manage the team, this was not only the Respondent's view but also that of the Claimant (see pages 138-9 and 168G). Other options were discussed, and the Claimant was given time to reflect.

19. At the end of the investigation in June 2017, (page 186C) there were no other alternative roles available. There was a genuine need to have a difficult conversation with the Claimant.

20. The Claimant was asked to attend a meeting and she wasn't prewarned of the nature of the conversation. This falls short of improper behaviour. The Respondent submits that to do it in person was reasonable and proper. The Respondent gave the Claimant time to consider her position before any decision was reached.

21. The Respondent stated that the minutes taken at the time (pages 187-8 and 189-192) reflected that Ms Forbes said the meeting could be stopped if the Claimant became distressed. She then referred to the issues before the Respondent and the fact that there was a difficulty in returning the Claimant back to work. The Claimant was asked if she would enter into without prejudice discussions and she agreed. In the meeting, it was proposed that the Claimant leave the business with 3 months money together with a reference; if she stayed there would be a disciplinary case to answer which could end in dismissal. The Claimant was not told she was going to be dismissed. This is consistent with the Claimant's notes, she was told it would go to a disciplinary hearing not that she would be dismissed. It is also clear from the Claimant's grievance at page 257 that there would be a second disciplinary hearing, there was no evidence that the outcome was predetermined. This was a difficult conversation to have and difficult for the Claimant to hear.

22. After making the offer, there was a further meeting the following week. The Claimant's representative was concerned about the short time frame and an extension was granted (pages 197-8). All the evidence shows is that this is a difficult situation but nowhere near badly enough to be considered to be improper behaviour. The Code of Practice on Settlement Agreement at paragraph 18(e) (ii) states that improper behaviour can include "an employer saying before any form of disciplinary process has begun that if a settlement proposal is rejected then the employee will be dismissed". Paragraph 19 states that the employer is not prevented setting down in a neutral manner the reason that led to the proposed settlement agreement or stating the likely alternatives if an agreement is not reached, including the possibility of starting a disciplinary process. It is suggested that this is what the Respondent did and it was fairly and squarely within the guidance.

23. The Respondent stated that there was no evidence of improper behaviour, there was no evidence of aggressive behaviour, the Claimant was not told she was going to be dismissed, the Claimant was granted an extension of time to consider the matter. Although the Respondent could have dealt with it better, the way it was dealt with does not fall within the high standard of improper

behaviour. The Respondent stated that the invitation to the meeting on the 28 June and the events that followed are inadmissible and should be taken out.

24. The Respondent then dealt with the issue of whether the meeting was without prejudice, to be so it must be shown that the parties are in dispute and there is a genuine attempt to settle. The Respondent said there was a genuine dispute as there had been a long history of difficulties dating back to the previous November when the staff raised their concerns. The Claimant was examining her options (page 141A) and seeking advice from her trade union. The Claimant was considering a compromise agreement in April/May (page 168A) when she was unhappy with the outcome of the disciplinary process. It is artificial to say there was no dispute, the possibility of proceedings was considered. The meeting on the 28 June was therefore without prejudice.

The Claimant's closing submissions

25. In oral submissions the Claimant said that she felt she had been misled about the meeting and if she had known it was pre-termination discussions she would have brought a rep. The Claimant confirmed that it was going to be difficult going back but she did not want to leave and had been there for 9 years. The Claimant told the Tribunal that after her lawyer told the Respondent to conduct a risk assessment, she was called to a meeting and given a first warning. On the 28 June the Claimant was not in dispute with the Respondent; she was asked to attend a without prejudice meeting and she agreed (as long as the notetaker was not there). The Claimant said it was unfair to ask her to attend another disciplinary hearing to answer allegations she had already responded to, she said the meeting was improper and unfair. She stated that when she was leaving the meeting Ms. Forbes said "I bet you want to punch me in the face..". The Claimant stated that Ms Forbes thought she would act aggressively to her and that was very improper.

26. The Respondent is seeking to remove documents from the bundle that were sent on the 30 May, reference is made to the meeting in the ET1 and ET3. To remove the evidence at this stage is unfair.

27. The Claimant referred to the telephone conversation on the 12 April where she was asked whether she wanted to go back or if there were other options. The Claimant said that when she spoke to Ms. Forbes she was trying to be helpful and co-operative.

28. The Claimant confirmed that the inappropriate conduct was that the meeting was predetermined by the Respondent, that she should have been given the opportunity to be represented. The Claimant felt that the meeting was a threat because she had not been given the opportunity to give her account before it was decided to hold a disciplinary hearing; she felt pressurized. She stated that in the meeting it was 2 against 1. She also stated that Ms Forbes made an inappropriate comment to her after the meeting (referred to above).

The Respondent's reply.

29. The Respondent took the Tribunal to an email from the Claimant's trade union dated the 5 July 2017 (page 201) she was advised that "your employer would not be seen as being unreasonable in the time given to you to consider the 'without prejudice' offer which was made, I understand on Wednesday 29th June. We have spoke about your employer's right to have a protected conversation with you and make this offer". The email went on to confirm that if the offer was not accepted, she will be suspended whilst the current investigation was ongoing. The Claimant would be interviewed as part of the investigation and this would take place prior to a decision of whether further disciplinary action would take place.

The Law

111A Employment Rights Act 1996

Confidentiality of negotiations before termination of employment

(1) Evidence of pre-termination negotiations is inadmissible in any proceedings on a complaint under section 111.

This is subject to subsections (3) to (5).

(2) In subsection (1) "pre-termination negotiations" means any offer made or discussions held, before the termination of the employment in question, with a view to it being terminated on terms agreed between the employer and the employee.

(3) Subsection (1) does not apply where, according to the complainant's case, the circumstances are such that a provision (whenever made) contained in, or made under, this or any other Act requires the complainant to be regarded for the purposes of this Part as unfairly dismissed.

(4) In relation to anything said or done which in the tribunal's opinion was improper, or was connected with improper behaviour, subsection (1) applies only to the extent that the tribunal considers just.

(5) Subsection (1) does not affect the admissibility, on any question as to costs or expenses, of evidence relating to an offer made on the basis that the right to refer to it on any such question is reserved.]

ACAS Code of Practice Settlement Agreements

17.

What constitutes improper behaviour is ultimately for a tribunal to decide on the facts and circumstances of each case. Improper behaviour will, however, include (but not be limited to) behaviour that would be regarded as 'unambiguous impropriety' under the 'without prejudice' principle.

18.

The following list provides some examples of improper behaviour. The list is not exhaustive:

(a) All forms of harassment, bullying and intimidation, including through the use of offensive words or aggressive behaviour;
(b) Physical assault or the threat of physical assault and other criminal behaviour;
(c) All forms of victimisation;
(d) Discrimination because of age, sex, race, disability, sexual orientation, religion or belief, transgender, pregnancy and maternity and marriage or civil partnership;
(e) Putting undue pressure on a party. For instance:

(i) Not giving the reasonable time for consideration set out in paragraph 12 of this Code;
(ii) An employer saying before any form of disciplinary process has begun that if a settlement proposal is rejected then the employee will be dismissed;
(iii) An employee threatening to undermine an organisation's public reputation if the organisation does not sign the agreement, unless the provisions of the Public Interest Disclosure Act 1998 apply.

19.

The examples set out in paragraph 18 above are not intended to prevent, for instance, a party setting out in a neutral manner the reasons that have led to the proposed settlement agreement, or factually stating the likely alternatives if an agreement is not reached, including the possibility of starting a disciplinary process if relevant. These examples are not intended to be exhaustive.

Decision

30. The first issue before the Tribunal is whether evidence of the meeting on the 28 June is inadmissible under Section 111A Employment Rights Act 1996. It has been found as a fact that this was a pre-termination meeting; there was a discussion about the possible termination of the Claimant's contract on agreed terms. The Respondent placed before the Claimant, in neutral terms the situation that led to the meeting being called, that after investigation into the second grievances, it was concluded that there was a disciplinary case for the Claimant to answer. It was confirmed to the Claimant that one possible outcome could be dismissal, there was no evidence that the Respondent suggested at any time that dismissal would inevitably follow. There was no evidence to suggest that the Claimant was 'threatened with dismissal' in the meeting however it was made clear that there would have to be a disciplinary process to consider the evidence gathered as part of the second grievance investigation.

The Respondent set out the circumstances that led to the pre termination negotiation and they then put forward their proposal to terminate the contract on agreed terms. The Claimant was given more time to consider the offer and took advice from her union. The Respondent took the Tribunal in closing submissions to page 201 where the Claimant's union representative considered that a reasonable timescale had been given to the Claimant to consider the offer made. Taking all of the above into account, it is concluded that the meeting complies with the definition of a pre termination negotiations, evidence of these negotiations are inadmissible before the Tribunal, this will include reference to any offer made or discussions held.

31. The Claimant refers to a number of instances where it is alleged that there was improper behaviour under section 111A(4) which could result in the evidence of the pre-termination discussions becoming admissible.

32. The first ground on which the Respondent's action is stated to be improper is that the Claimant was told that the meeting was informal and therefore she was not represented at the meeting. The Respondent's minutes of the meeting reflected that this issue was discussed at the start; Ms Forbes denied describing the meeting as 'informal'. The Claimant was aware that the meeting was to discuss the status of the grievance investigation and this is how the meeting started. The Claimant said that if it had been an investigatory meeting, it should have been classified as 'formal'. The Tribunal noted from the minutes that it did not appear to be an investigatory meeting, it was reporting back on the conclusion of the investigation; therefore, the description of the meeting provided by Ms. Forbes was accurate. Even if the Claimant had been unsure of the status of the meeting at the start, any doubt was dispelled when the Claimant was informed of the Respondent's intention to take the matter to a further disciplinary hearing and to then offer the Claimant an opportunity to enter into without prejudice discussions. The Claimant accepted the offer and asked that the notetaker leave, this request was granted. Although the Code of Practice refers to the good practice of allowing the person to be accompanied to the pre-settlement meetings this is not a legal requirement and is not identified in the Code as being an example of improper conduct. The Claimant did not request an adjournment of the meeting to secure representation before agreeing to attend the meeting. It was also noted that the Claimant given an extension of time and was able to take legal advice after the meeting in order to consider her options. Taking into account all the circumstances of the case there was no evidence to suggest that the Respondent acted improperly in the manner in which they secured the Claimant's attendance on the 28 June.

33. The Claimant stated that the Respondent's actions were improper because the meeting was 'predetermined'. There was also no evidence that the outcome of the meeting on the 28 June was predetermined. The Claimant also states that the disciplinary matter had been predetermined because it had been referred to a hearing before she had given her account, which she felt implied that the disciplinary outcome was predetermined. There was no evidence before the Tribunal that this was the case. The Respondent's evidence was consistent that they would need to escalate the matter to a disciplinary hearing and one possible outcome could be dismissal; all options were open to the Respondent. Although this must have been deeply distressing for the Claimant, the second grievances indicated that the staff had escalated genuine and deeply held

concerns that had been considered by the Respondent and appropriate action taken, after considering all the facts. One possible solution was to enter into pre-termination discussions to avoid having to start another disciplinary process, which would be distressing to all involved and cause further disruption in the Swansea office, this solution created the least disruption to the Respondent's business and would reduce the stress caused to the Claimant of another disciplinary process.

34. It was clear to the Tribunal that the Respondent had been faced with a difficult set of circumstances as referred to in the facts above. These were the wider considerations that led to the Respondent's decision to call the meeting. The action proposed after the grievance investigation had come to a close was to refer the matter for a further disciplinary hearing or in the alternative to have pre-termination discussions. Although the Claimant was unrepresented at the meeting she consented to entering into a without prejudice meeting.

35. Although the Claimant stated that she felt that it was 2:1 and felt threatened, this was not the case once the protected discussion took place as by that time the Claimant was on her own with Ms. Forbes. The tribunal accept that the meeting would have been deeply distressing but there was no evidence to suggest that Ms. Forbes acted improperly towards the Claimant either in her behaviour in the meeting or in the words spoken; the minutes taken by the Respondent recorded that the Claimant was told that she could stop the meeting at any time if she felt distressed.

36. The Claimant also alleged that she had been given an ultimatum in the meeting. Having been taken to the Code of Practice at paragraph 18(ii) it is improper conduct to say, before any form of disciplinary process has begun, that if a settlement proposal is rejected, then the employee will be dismissed. The situation in this case is entirely different from that envisaged in paragraph 18(ii). In the meeting the Respondent was discussing the possible routes available to them; the first being for the Claimant to agree terms, the second was to face a disciplinary process where one of the options could be dismissal. This was one of the possible outcomes in a case where the offences had been identified as potentially amounting to gross misconduct. To point out this fact was reasonable entirely neutral and not improper conduct. There was no suggestion that the outcome had been predetermined or that the Claimant would face dismissal if a settlement was rejected.

37. The Respondent was faced with considerable opposition to the Claimant returning to the workplace; the Claimant acknowledged in the disciplinary hearing in March 2017 and in the telephone conference in April 2017 referred to above (page 141A) that she could not return to work in Swansea. The prospect of the Claimant's return led to collective and individual grievances being lodged. This was a situation without an easy solution for either the Claimant or Respondent and it was only fair to point out the seriousness of the situation and the possible outcomes.

38. The tribunal have been referred to paragraph 19 of the Code of Practice where it states that it is not improper behaviour to "set out in a neutral manner the

reasons that led to the proposed settlement agreement or factually stating the likely alternatives if an agreement is not reached, including the possibility of starting a disciplinary process if relevant". It is concluded therefore that the discussion was neutral in nature and set out the likely options. There was no evidence that the Claimant was threatened with dismissal and no evidence that the options discussed with the Claimant amounted to improper conduct.

39. The tribunal have taken into account the wider context of the discussions to consider whether there was improper conduct by the Respondent. Having dealt with whether the label attached to the meeting rendered it improper, it is concluded that it did not. The Claimant also alleged that the comment made by Ms. Forbes after the meeting amounted to improper conduct this is referred to above at paragraph 25. The Tribunal took into account that this was disputed by Ms. Forbes. This comment, although not appropriate, was not improper conduct. The timing and the manner of this comment did not place the Claimant under pressure, it did not appear to be aggressive and did not seek to harass the Claimant. It was not made during the course of the pre termination meeting, it was made afterwards. Taking into account the circumstances in which this alleged comment was made, it did not amount to improper conduct.

40. It is concluded on all the facts that the meeting on the 28 June 2017 was a pre termination meeting. It is also concluded that the Claimant's minutes on page 187-188 refer to the pre-termination negotiations. The Respondent's minutes on pages 189-192 refer to the without prejudice discussions taking place and the factual circumstances that led to the discussion, they are also inadmissible.

41. The tribunal has also been asked to consider whether the discussions were also without prejudice. The first question is whether there was a dispute between the parties. The test is whether the parties were conscious of the potential for litigation and from the facts above it was a prospect that the Claimant had considered during the first disciplinary process held in March 2017 (see above at paragraph 7) and which was also discussed in the telephone conference in April 2017 (see above at paragraph 8) and then in May 2017 where the Claimant mentioned a compromise agreement (paragraph 12). In the findings of fact above, the Claimant had discussed with her union representative the prospect of pursuing a claim for unfair dismissal and the terms on which she would be prepared to settle, this indicated that the Claimant was conscious of a potential claim and its value. The Claimant had also accepted that she could not return to her place of work. This was the context that led to the meeting being called. It is concluded that when the discussions took place, there was a dispute between the parties where litigation had been contemplated. The without prejudice conversation was a genuine attempt to settle the case. It is concluded that the meeting on the 28 June was therefore without prejudice.

The Claimant's application for a reconsideration

42. Having delivered the decision, the Claimant referred the Tribunal to pages 194-5 showing that her union representative complained about the conduct of the meeting and particularly about being informed it was informal and the fact that the Claimant was being subject to a second disciplinary hearing for the same

offences. The Claimant's representations were treated as a reconsideration of the decision.

43. The Tribunal reconsidered the decision having been taken to this document. It covered the same evidence as referred to above and it requested further time for the Claimant to make her decision (and asked that she be afforded her right to be represented at further hearings). As this evidence had been considered by the Tribunal, the decision was confirmed

44. Having concluded that the meeting held on the 28 June 2017 was a pre termination meeting and was also without prejudice, any reference to the offer made or discussions held are inadmissible. The tribunal then proceeded to make orders and directions for certain documents to be removed from the bundle or redacted as appropriate.

45. As the hearing could not proceed before me, the matter was relisted for three days at the earliest date in October in the London South Tribunal. The parties indicated their willingness to transfer the case to Cardiff, should this result in an earlier hearing date (see paragraph 1-3 of the Case Management Summary)

Employment Judge Sage
29 January 2019