EMPLOYMENT TRIBUNALS

Claimant:		**Respondent:**
Ms C Harvest	**v**	Silchester Associates Ltd

Heard at: Reading **On:** 1 March 2019

Before: Employment Judge George (sitting alone)

Appearances
For the Claimant: Mr T Gidaracos (Son)
For the Respondent: Mr P Clarke (Consultant)

JUDGMENT

1. The claim of unauthorised deduction from wages is well founded.

2. The Respondent shall pay to the Claimant of £1,719.55 gross. This is to be paid net of tax and national insurance at a marginal tax rate of 28% meaning a net payment of **£1,233.36**.

3. The Respondent is in breach of section 8 of the Employment Rights Act 1996 but it is not just and equitable to make an order under section 12(4) of the Employment Rights Act 1996.

4. The breach of contract claim is well founded.

    4.1. The Respondent shall pay to the Claimant the sum of **£222.01** in respect of annual leave accrued but not taken at termination of employment. The employment judge has, of her own initiative, reconsidered the judgment made on 1 March 2019 which was for £182.78 and substituted a judgment of £222.01. It was just and equitable to do so because there had been an arithmetical error.

    4.2. The Respondent shall pay to the Claimant the sum of **£253.14** statutory sick pay due during the notice period.

5. The total award is **£1,708.51**.

6. The Respondent shall pay to the Claimant **£684.00** in satisfaction of a preparation time order.

REASONS

1. At this short hearing, I have had the benefit of witness statements prepared and signed by the Claimant and by Sarah Waring, the director of the Respondent. They both gave evidence and were cross-examined on their witness statements. Each party prepared a bundle and in these reasons, page numbers in the Respondent's bundle are referred to as RB page 1 – 56 as the case may be; and in the Claimant's bundle, by a description of the divider behind which the documents are found.

2. These written reasons were requested at the hearing. To the extent that they differ from the way in which the reasons were expressed orally, the written reasons should take precedence. I explain the arithmetical error which led me to reconsider the judgment on the breach of contract claim under rule 70 of the Employment Tribunals Rules of Procedure 2013 in paragraph XX below.

The Law

3. The Claimant has brought claims of breach of contract in respect of underpayment in her notice pay and failure to pay annual leave accrued but not taken contrary to reg.14 of the Working Time Regulations 1998 (hereafter the WTR 1998). The former claim simply requires me to calculate the sums to which she was entitled during the notice period and compare that with what she has been paid. The claim under the WTR 1998 requires me to calculate the period of leave to which the Claimant is entitled under the contract or, if greater, under regulation 13 and 13 A of the WTR 1998: the proportion of the Claimant's leave year which expired before the termination date: multiply the two together and then deduct from that the period of leave taken by the Claimant between the start of leave year and the termination date.

4. By section 1 of the Employment Rights Act 1996 (hereafter the ERA) employer is required to provide to their employees a written statement of particulars of employment not later than two months after the beginning of the employment. By section 4 of the ERA if there is a change to any of those particulars that must be notified to the employee in writing within one month after the change. Section 8 of the ERA provides that an employee has the right to be given by his employer, "at or before the time at which any payment of wages or salary made to him, a written itemised pay statement".

5. Under section 11 of the ERA, an employee may apply to the Employment Tribunal for relief under section 12 which provides in section 12(3) that where an Employment Tribunal finds that an employer has failed to give an employee an itemised pay statement, the Tribunal shall make a declaration to that effect. Where a tribunal finds that any unnotified deductions have been made the tribunal may order the employer to pay to the employee are some not exceeding the aggregate of the unnotified deductions.

6. The relevant section of the part of the ERA concerning protection of wages from sections 13 is,

(1) an employer shall not make a deduction from wages of the worker employed by him unless-

(a) the deduction is required or authorised to be made by virtue of the statutory provision or relevant provision of the worker's contract, or

(b) the worker has previously signified in writing his agreement for consent to the making of the deduction.

(2) …

Findings of Fact

7. The Claimant started work for the Respondent as a clinical recruitment coordinator for the UK and Emerging Markets on 15 August 2017. The contract between the Claimant and the Respondent is at RB page 25. It is common ground that the Claimant had known Mrs Waring for a number of years and that at the time she started working for the Respondent they had a good personal relationship. It was agreed that the Claimant would work on a permanent basis part-time for a total of 21.5 hours per week. The full time equivalent (hereafter FTE) salary for the position was £31,000.00 gross per annum for a 40-hour working week. In the Claimant's case this was to be reduced in accordance with the pro rata principle because of her part-time status. It was specified in the appointment letter that this would increase to £33,000.00 FTE gross per annum on completion of a training course. It is common ground between the parties that this stage was never reached in the employment relationship. The probationary period was not concluded and the training course never came to pass.

8. To judge by the September 2017 pay slip (divider 5 of the Claimant's bundle), this means that the Claimant's gross monthly salary before any deductions was £1,390.00. The contractual annual leave entitlement was four weeks' rising to five weeks' after three years of service. Bank holidays accrued on a *pro rata* basis and was specified to be 21.5/40^{ths} of all bank holidays. No bank holidays were worked, and the evidence of Mrs Waring in respect of Christmas – which I accept - was that the office closed for a couple of days prior to the Christmas holiday as well. The notice period was specified to be a month and sick pay to be the statutory government scheme.

9. It is also common ground that in a meeting in about October 2017 the parties agreed to vary the contractual hours with effect from 1 November 2017. It was agreed that the Claimant's hours would increase from 21.5 hours per week to 27.5 hours per week. Other more contentious matters are said to have been discussed in that meeting and I shall turn to those later. The Claimant resigned on notice on 26 March 2018. It is common ground that she gave notice and that her notice period expired on 26 April 2018. She started a new job on 30 April.

10. There was an exchange of emails between the Claimant and Mrs Waring between 27 March 2018 and 3 April 2018 which, to put it neutrally, led to a

breakdown of the formerly good personal relationship between them. The circumstances were acrimonious and on 3 April 2018 the Claimant told the Respondent that she would not be attending at the workplace during the rest of her notice period because of stress and the breakdown of the relationship. See the email at RB page 42A.

11. Neither side contends that the employment was terminated earlier than upon the expiry of the notice that had been given by the Claimant. Therefore my conclusion is that the effective date of termination and the end of the contract of employment was on 26 April 2018.

12. The Respondent sent to the Claimant a cheque made out to her in the amount that they said was owing. In an email of 21 June 2018 the Respondent set out how that had been calculated and offered a payslip for April which is exhibited in the Claimant's bundle. The net pay proffered by the cheque was £105.84. The cheque was not banked.

13. After a period of early conciliation that lasted between 4 August and 16 May, the Claimant presented her claim on 16 May and the response was entered on 26 June. The claims were of unauthorised deduction from wages, breach of contract and failure to pay holiday pay. The Claimant also complains of a failure to provide an itemised payslip.

14. It is common ground that, in approximately October 2017, the Claimant explained to Mrs Waring that the money that she was earning was insufficient for her financial needs and it was agreed that her hours should be increased to 27.5 hours from 1 November 2017. There was no reissued contract or statement of terms and conditions as required by section 1 Employment Rights Act 1996 (hereafter the ERA) within a month of the variation.

15. The Claimant's oral evidence was that her pay was increased solely as a result of that increase in hours. The November payslip shows a gross pay of £2,187 and a net pay (after deductions including the employees' pensions contributions) of £1,555.06. This contrasts with the September gross pay of £1,390.00

16. The Respondent's case is that the contractual entitlement to the Claimant after this point was to be paid at FTE £31,000 per annum as before but that, as a gesture of goodwill, they paid her at FTE £33,000 per annum gross as a full time equivalent worked out *pro rata* in anticipation of a successful completion of the probationary period. They allege that this was done to assist the Claimant because of the good relationship that then existed between the two ladies. The calculation is set out at page 3 of the email of 21 June 2018 to which I have already referred (RB page 22 at 24).

17. If one increases the gross pay of £1,390 (as paid in October 2017) to take account of the increase from 21.5 hours to 27.5 hours, you get £1,778. Mrs Waring (RB page 24) calculated it to be £1,776 which is near enough to amount to a rounding error. From November 2017, the Claimant was paid the gross sum of £2,187 per month. Therefore I find that the payslips are

consistent with Mrs Waring's account that from November 2017 onwards the Claimant was being paid not only for increased hours but also for an increased rate of pay to which she was not yet contractually entitled but which the Respondent expected she would be earning following the completion of her probationary period. I therefore find that the Respondent did increase the rate of pay by an extra £410 per calendar month gross as a gesture of goodwill but that additional sum was not actually part of the Claimant's contractual entitlement as at November 2017 nor indeed as at the date of her resignation.

18. However, the Respondent did not reissue the s.1 ERA terms and conditions. Nor did they cause the Claimant to sign anything specifying that this additional payment would be the subject of a potential claw back in certain circumstances. There is nothing that would comply with the section 14(1) Employment Rights Act requirement that deductions from wages should be authorised in advance and in writing.

19. Therefore, when the *ex gratia* payment was deducted from the proffered pay for March 2017, that was unauthorised. Therefore my conclusion is that the Respondent should pay the Claimant the salary that she was due for March 2018 less the one day she accepts was unpaid leave. At the rate of £1,778 per calendar month gross that is a daily rate of £58.45. Having subtracted £58.45 gross from the monthly salary for 1 day's unpaid leave, I conclude that the Respondent should pay the Claimant £1,719.55 gross in respect of salary for March 2018 and the claim for unauthorised deduction from wages is well founded. That is to be paid net of tax and national insurance. Comparing the marginal rate of pay in the November 2017 payslip and excluding from my calculations the deduction from the employee pension (which of course is Ms Harvest's own money that has been invested into a pension), I conclude that the marginal rate of tax was about 28% and that is how I have come to the sum of £1,233.36 net of tax and NI.

20. It is clear that the Respondent is in breach of section 8 of the ERA requirement to provide an itemised pay statement as alleged by the Claimant. However, I need then to consider whether to exercise the power under section 12(4) to order the Respondent to pay the amount deducted. In my view, it is not just and equitable to do so since the way that the deductions have been calculated was explained to the Claimant in the email of 21 June 2018.

21. The Claimant was entitled to contractual annual leave of four weeks. That would be four weeks' leave at her weekly hours. The parties have submitted competing calculations of annual leave. I am not persuaded that either of them is accurate. Given that she was working 21.5 hours a week until the end of October and thereafter 27.5 hours a week when FTE was 40 hours, it seems to me to be convenient to calculate her annual leave entitlement of four weeks in terms of hours in order to take account of her part-time status. Therefore, she had a contractual annual leave entitlement until 30 October 2017 excluding bank holidays of (21.5 X 4) or 86 hours per annum and a contractual annual leave entitlement excluding bank holidays thereafter to the date of her resignation of (27.5 X 4) or 110 hours per annum.

22. Bank holidays also need to be reduced *pro rata*. There are eight bank holidays in a year. If one reduces them *pro rata* as provided for in the contract, namely 21.5/40^{ths} up until 30 October, that makes an annual bank holiday entitlement of 4.3 days. The Claimant worked on three days in a week. She was not paid for her 30 minutes lunch break. Therefore each full day's holiday represented (21.5 – 1.5)/3 hours' paid leave or 6.67 hours.

23. That means that the rate at which she accrued leave due to bank holidays when she was working at 21.5 hours per week was at the rate of 4.3 days per annum at 6.67 hours per day which is 28.68 hours per annum. When that is added to the other annual leave, that makes a total of 114.68 hours per annum holiday entitlement when working at 21.5 hours per week. When delivering oral judgment with reasons on 1 March 2019 I incorrectly calculated that to be 96.97 hours which led to the error in my calculation of the value of annual leave accrued but not taken on termination of employment. Since the error is arithmetical it is clearly in the interests of justice that that be corrected by reconsideration.

24. Doing the same calculation in respect of the period when the Claimant was working 27.5 hours per week, she is entitled to 27.5/40th of 8 bank holidays or 5.5 days' leave. The Claimant still worked a 3 day week so each day contained (27.5-1.5)/3 paid hours or 8.67 hours. 5.5 days' leave @ 8.67 hours per day is 47.685 hours a year. Added to the 110 hours per annum gives you a total of 157.685 hours per annum from 1 November 2017. That is the rate at which the Claimant was accruing annual leave at the various periods.

25. There are 78 days between 15 August and 30 October 2017 and therefore over that period, she had accrued 24.51 hours of annual leave. I had originally calculated her to have accrued 20.72 hours' leave because of the aforementioned arithmetical error in calculating her leave entitlement for the period 15 August 2017 to 31 October 2017.

26. Between 1 November 2017 and 26 March 2018 (which is the end date of her claim for annual leave), there are 20 weeks and 5 days, or 145 days, which as a proportion of the full annual leave year of 365 days is an additional 62.64 hours.

27. That means that the Claimant had accrued a total of 87.15 hours of annual leave by the date of resignation (as corrected to reflect the error which had been carried through). To make the above calculation transparent it is set out in tabular form.

Period	**Leave entitlement**	**Hours' leave p.a.**
15.8.17 – 31.10.17	A/L entitlement: 4 weeks @ 21.5 hours pw	86
	B/H entitlement: (21.5/40) X 8 days @ (21.5-1.5)/3 hours per day	

	4.3 days @ 6.67 hours per day	28.68
		114.68
1.11.17 – 26.3.18	A/L entitlement:	
	4 weeks @ 27.5 hours pw	110
	B/H entitlement	
	(27.5/40) X 8 days @ (27.5-1.5)/3 hours per day	
	5.5 days @ 8.67 hours per day	47.685
		157.685

Leave accrued

15.8.17 – 31.10.17 = 78 days	78/365 X 114.68 hours p.a.	24.51
1.11.17 – 26.3.18 = 145 days	145/365 X 157.685 hours p.a.	62.64
		87.15

28. I find that the Claimant took 11, 12, 15 September as annual leave – at which point she was working an average of 6.67 hours per day. She also had the August bank holiday as leave. The Respondent's evidence about the days which the Claimant took as annual leave was largely accepted by the Claimant and therefore I also conclude that she had annual leave for 0.5 day on 20 December and a full day on 21 December together with two days' bank holiday for Christmas and one for New Year. That means that she took 4 days' holiday @ 6.67 hours = 26.68 hours; and 4.5 days @ 8.67 hours = 39.015 hours. This makes a total leave taken of 65.7 hours.

29. So, the Claimant had accrued annual leave that was unpaid on the date of termination of 87.15 – 65.70 = 21.45.

30. That should be paid at a net rate of £1,233.36 which equates to £10.35 per hour and therefore the sum for annual leave that should be paid is £222.01.

31. The effective date of termination was 26 April and the Claimant took unauthorised leave on 28 March. She flew to Greece for a holiday which is evidenced by the plane ticket that is at RB page 36. She had pre-booked her return and the ticket evidences that she was due to return on 1 April. That accords with the Claimant's evidence about the date of her return.

32. Mrs Waring was annoyed at the short notice that she had been given by the Claimant of her annual leave request and about the discovery that the Claimant had booked a flight to take off during work hours without a prior request for annual leave. That seems to me to be a justified annoyance. However, it led her to reach the unjustifiable conclusion that the Claimant intended to remain away from work for the rest of her notice period and that she never intended to return to work it. Mrs Waring did not have any sufficient grounds for reaching that conclusion.

33. Her annoyance led her to write the email that is at RB page 34 which is very critical of the Claimant. I have not heard evidence about the allegations that are contained in it because they are not relevant to the issues that I need to reach and I do not make any findings about its accuracy. However, in the email, Mrs Waring asks for the float to be returned (see RB page 35). It is clear that she was very angry. The Claimant then confirmed that she has returned the float in response (see RB page 38). Mrs Waring therefore has no grounds for the assertion she makes in her witness statement that this supported her conclusion that the Claimant never intended to work her notice period. Her accusations were intemperate and unjustified in this respect. I can understand why the Claimant, having received the emails at RB pages 34 and 39, should have been as shaken by them as she describes herself being.

34. The Respondent does not now dispute that the Claimant was signed off work sick for stress by her GP on 5 April (see GP's letter at RB page 42B). She self-certified in an email that was sent at 08.20 on 3 April (RB page 42A). Mrs Waring gave oral evidence to me that that email went into her junk folder and she had not seen it at the time she sent her email at page 42. I accept that, however that does not explain why in her evidence to the Tribunal she still describes the 3 April email as having been sent in response to RB page 42. It seems clear to me that, prior to having sight of the email at RB page 42, the Claimant genuinely regarded herself as too ill to work. I reject the Respondent's allegation that there is a discrepancy between the Claimant's evidence before me and the wording of that email. Her oral evidence that she had "booked off with stress" was a turn of phrase to describe what she regarded herself as having done.

35. It is true that the GP's medical certificate (sent on 30 April 2018) was not sent within seven days of the start of the period of sickness but it does cover the period in question. The Respondents has no basis to think that the Claimant's General Practitioner misrepresented the date on which the Claimant consulted them or the state of her health. It seems to me that the Respondent has got no sufficient grounds to withhold the statutory sick pay that would be due during the notice period and I order payment of £253.14 as being due during the course of the notice period up to 26 April.

Time Preparation Order

36. Following my Judgment on the issues, the Claimant renewed her application for a preparation time order. The power to make a preparation time order is set out in rule 76(1) of the Employment Tribunals Rules of Procedure 2013 which provides, so far as is relevant, that:

A tribunal may make a costs or order or preparation time order and shall consider whether to do so where it considers that-

(a) A party or that party's representative has acted vexatiously, abusively, disruptively or otherwise unreasonably in either the bringing of the

proceedings or part or the way that the proceedings or part have been conducted or

(b) Any claim or response having no reasonable prospect of success.

37. The procedure to be followed is set out in rule 77. It is a two-stage process in that the Tribunal has first to consider whether one of the situations rule 76(1) applies and then go on to consider whether it is just and equitable to make the award. If the Tribunal decides to make a preparation time order, then rule 79 comes into play which provides that the Tribunal shall decide the number of hours in respect of which preparation time order should be made on the basis of information provided by the receiving party on time spent falling within rule 75(2), namely time spent while not legally represented in working on the case except for time spent at the final hearing. Secondly, the Tribunal should make the award on the basis of the Tribunal's own assessment of what it considers to be reasonable and proportionate amount of time spent on such preparatory work with reference to such matters as the complexity of the proceedings, the number of witnesses and the documentation required.

38. The Claimant made this application by a letter dated 8 June 2018 which was received by the Respondent approximately a month later according to Mrs Waring. In it, the Claimant alleges that there was unreasonable conduct in the proceedings and also that the Respondent had no reasonable prospects of success in a couple of respects.

39. The unreasonable conduct relied on includes an allegation of unwillingness to communicate and unsubstantiated accusations made against the Claimant. Among those are allegations that are set out in Appendix B to the application and they are;

39.1. that the Claimant's start date with her new job was prior to the end of the month's notice period (see an email dated 30 March 2018); and

39.2. that the Claimant did not intend to work her notice period as she was not in the country – the Respondent said,

"We see it as an abuse of the government-sponsored sick pay scheme to try to manipulate back pay a month later".

40. This extract is from the letter from the Respondent to the Employment Tribunal dated 21 June 2018. I am mindful that the potential trigger for the power to make a preparation time order is unreasonable behaviour in the conduct of the proceedings. The first mentioned allegation is from an email dated 30 March 2018 which pre-dates the presentation of the claim. However, the letter from the Respondent dated 21 June does seem to me to be part of the conduct of the proceedings. It did take place prior to disclosure when the plane ticket would have been disclosed.

41. However, I have also seen an email dated 8 February 2019 to the Claimant (copied to the Employment Tribunal) in which the Respondent continues to assert by implication that the Claimant had not in fact been sick during her

notice period and that the Claimant was therefore unjustified in seeking to claim sick pay based on a backdated medical certificate. The Respondent had been in receipt of the MED3 that is at RB page 48 since 30 April. It says that it covers the period 5 April to 30 April. It is dated 5 April 2018, signed by a doctor and the Respondent has no justifiable grounds for thinking that when the MED3 says that it has been signed on 5 April, it was in fact signed sometime later. The Respondent's understanding is apparently that the GP can backdate the statement. A GP can use his or her professional judgment to certify that the patient was unfit to work prior to the date of the consultation; but that is not backdating the certificate itself. However, the GP would be misrepresenting the date of their signature and the date of the consultation were they to date the certificate with a date earlier than the date on which he or she signed it.

42. I take into account the fact that emotions have run high in this case, that Mrs Waring was very angry and felt let down by the Claimant who she had considered as someone that she had supported. However, there was no rational justification for that allegation. I conclude that to make it and persist in it was unreasonable conduct of the proceedings, in particular, once the Respondent received the GP's letter confirming the date of the consultation. It was unreasonable conduct of the proceedings to make allegations that the Claimant had not intended to work her notice period but was backdating a claim of sick pay falsely in order to manipulate the government sick pay scheme.

43. So far as no reasonable prospects of success is concerned, I have not agreed with the Claimant's calculations of the claim but in two respects it is argued that as a matter of principle the Respondent had no reasonable prospects of succeeding in their defence. Firstly, in relation to the claim of unauthorised deduction in respect of the March 2018 salary, it is argued there was no reasonable prospect of defending the principle of that claim in the absence of a signed authorisation from the employee that would comply with section 13 or 14 ERA and I accept that that is the case.

44. Similarly, the Claimant argues that there were no reasonable grounds for refusing to pay sick pay during the notice period. Given my conclusions about the reasonableness of continuing to assert that the GP had fraudulently signed that the Claimant had seen him on an earlier date than he had, and continuing to assert that the Claimant was trying to claim sick pay when she was not sick, I conclude that there were no reasonable grounds for continuing to assert that.

45. I then am required to move on to consider whether it is just and equitable to make a preparation time order. Under rule 84 I may have regard to the paying party's ability to pay. I therefore asked the Respondent for information about their financial situation. I was told that the business model that was operated by them has been adversely affected recently because of technological advances in their client companies and also because of the impact of GDPR. I was also told about particular challenges involved in covering maternity leave caused increased cost and that therefore the profit in the recent financial year had been about £20,000 which was less than in the previous financial year. I am told that the Respondent did not replace the Claimant and that a small

dividend is paid by the company but that, where possible, Mrs Waring who is the sole director keeps the money within the company.

46. That is all the information that I have available to me about the Respondent's ability to pay a preparation time order despite the Respondent knowing of the application well in advance and despite giving time for Mr Clarke to take instructions. Balanced against that, I have to take into account that the Claimant and her representative have spent a considerable amount of time working on the case. I note that the Respondent was not legally represented until comparatively recently. However, I can see from even a fairly cursory glance through the paperwork that the Claimant's representative has set out with references the source of his claim that there are solid grounds for his mother's complaint. Indeed, the preparation time order application itself contains links to government sites. Those sites confirm the matters which he relied on as the basis for his arguments that there were no reasonable prospects of the defence succeeding in relation to the failure to pay the March 2018 salary or the failure to pay statutory sick pay in the notice period. These are arguments I have accepted. Therefore, notwithstanding the fact that the Respondent did not have the benefit of Mr Clarke's representation until recently, sources of reliable information through the government website were drawn to her attention.

47. I have also read some of the correspondence that there was between the Respondent and the Claimant through ACAS. The Respondent argues that strenuous attempts were made to try to come to an amicable solution through ACAS and that this should be taken into account in their favour. However, Mrs Waring was seemingly reluctant to communicate with the Claimant's chosen representative and it is entirely for the Claimant to decide who should represent her. I have been told only about four specific offers to settle; Mrs Waring said that there were offers of around about £850 or £880 before Christmas. There is reference in the bundle to an offer through ACAS at the end of January of £465 and I am told that this morning some £1,600 was offered, but even that is less than the amount that has been awarded.

48. I do not have to be satisfied that the costs were caused by the unreasonable conduct but I have to look in the round to see what has been the effect on the Claimant of the unreasonable conduct. I must look at the sums claimed and the principles set out in rule 79(1)(a) and (b). The application, as supplemented by the addendum in divider 7, includes a table from which I can see that the Claimant's representative says that up to the 28 January 2019, he estimated that he would spend 10 hours preparing for the hearing in the preparation of witness statements, documents and questions and 5 hours in legal research in total. Some of that time had already been incurred at the point of the application and some of it was yet to be incurred. He estimated that an additional 3 hours in preparation for the hearing was done between 28 January and 26 February. These seem to me to be reasonable estimates of preparation time. There are other sums claimed in respect of calls with ACAS, emails with ACAS, emailing to the Respondent and the preparation of the ET form.

49. Doing the best that I can, I have concluded that the preparation for the hearing and the research of the legal provision both up to 28 January and to 26 February should be compensated for. This time was spent after the acts complained of and when the risks of proceeding had been drawn to the Respondent's attention. Therefore, I am going to make a preparation time order for 18 hours' preparation time at £38 per hour which is £684.00.

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Employment Judge George

Date: …10 May 2019 ……..

Judgment and Reasons

Sent to the parties on: .22 May 2019..

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For the Tribunal Office

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