



## EMPLOYMENT TRIBUNALS

**Claimants**  
Mrs M Biggs (1)  
Ms R Stewart (2)

v

**Respondents**  
Aethelbert Limited (1)  
Sir Benjamin Slade (2)  
Mr A Hamilton (3)

**Heard at:** Bristol

**On:** 20-24 May 2019 (amended  
from Judgment)

**Before:** Employment Judge C H O'Rourke  
Mr H J Launder  
Ms R Keeping

### Appearances

**For the Claimants:** Ms L Harris - counsel  
**For the Respondents:** Mr P Jewell - consultant

## LIABILITY REASONS

(Having been requested subject to Rule 62 of the  
Employment Tribunal's Rules of Procedure)

### Background and Issues

1. The Claimants were employed by the First Respondent (R1), a company offering events venues at two locations in the south-west, Woodlands Castle and Maunsel House. The First Claimant (C1) had been employed for approximately two and a half years, as an administration assistant, until her resignation with immediate effect on 12 January 2018. As a consequence, she brings claims of constructive and automatic unfair dismissal, discrimination on grounds of pregnancy/maternity, victimisation on grounds of sex and a failure to comply with the Transfer of Undertakings (Protection of Employment) Regulations 2006, as to information and consultation.
2. The Second Claimant (C2) had been employed, latterly as a deputy manager, for approximately ten years, until her dismissal/resignation (the issue is in dispute) with effect 23 December 2017/19 January 2018. She brings the same claims as C1, less that she also asserts failure to pay holiday entitlement of six days.

3. There have been three case management hearings in this matter and therefore the issues in respect of each claim have been well canvassed and are not repeated here. Reference is made in this respect to an agreed list of issues [132I-M] and the Claimants' Scott schedules [132A-H].
4. The Second Respondent is Sir Benjamin Slade (R2), the owner of at least one of the above-mentioned properties and the Third Respondent is Mr Andrew Hamilton, R2's land agent.
5. Preliminary Issue. The Respondents contended that transcripts of three telephone conversations between the Claimants and R2 and R3 that had been covertly recorded should not be admitted in evidence, on the basis that they had been illegally obtained and were in breach of the Respondents' Article 8 ECHR rights to private life. The Claimants contended that, firstly, the recordings were not illegal and secondly that the Respondents' Article 8 rights had to be balanced with the Claimants' Article 6 rights to a fair trial. Our decision was that the transcripts should be admitted, for the following reasons:
  - a. As was not disputed by the Respondents, they are clearly of relevance to the issues in these claims, relating as they do to telephone conversations between the Claimants and the Respondents concerning their pay and related matters.
  - b. There were no grounds for asserting that the transcripts were 'illegally obtained'. In this respect, the Respondent relied upon s.1 of the Regulation of Investigatory Powers Act 2000, but this section relates to 'intercepting' telephone communications, which did not happen in this case. There was no interception, but simply that one party recorded a telephone conversation without the other party's knowledge.
  - c. As to the human rights arguments, we referred ourselves to the case of **Avocet Hardware plc v Morrison [2002] UKEAT 0417**, in which an employer did intercept an employee's call, in breach of the Regulation of Investigatory Powers Act, but which was nonetheless admitted into evidence, holding that if there was any interference with the employee's Article 8 rights, it would be justified under Article 8(2). It also noted that the exclusion of the evidence would result in a breach of the employer's right to a fair trial under Article 6, in that, for all practical purposes it would be '*required to go into the forensic arena with its hands tied behind its back*'. The courts have thus been willing to find, where appropriate, that the Article 6 right to a fair trial can trump the Article 8 right to a private life, where the importance of the evidence in question to the fair hearing of the case outweighs the other party's right to privacy.

### **The Law**

6. Ms Harris referred us to ss.109-111 Equality Act 2010, which state, as relevant to these proceedings that:

#### ***s.109 Liability of employers and principals***

*(2)Anything done by an agent for a principal, with the authority of the principal, must be treated as also done by the principal.*

**s.110 Liability of employees and agents**

*(1) A person (A) contravenes this section if—*

*(a) A is an employee or agent,*

*(b) A does something which, by virtue of section 109(1) or (2), is treated as having been done by A's employer or principal (as the case may be), and*

*(c) the doing of that thing by A amounts to a contravention of this Act by the employer or principal (as the case may be).*

**s.111 Instructing, causing or inducing contraventions**

*(1) A person (A) must not instruct another (B) to do in relation to a third person (C) anything which contravenes Part 3, 4, 5, 6 or 7 or section 108(1) or (2) or 112(1) (a basic contravention).*

*(2) A person (A) must not cause another (B) to do in relation to a third person (C) anything which is a basic contravention.*

*(3) A person (A) must not induce another (B) to do in relation to a third person (C) anything which is a basic contravention.*

*(4) For the purposes of subsection (3), inducement may be direct or indirect.*

**The Facts**

7. We heard evidence from the Claimants and R2 and R3. On behalf of the latter, we also heard evidence from Ms Gemma Pike and Mr Rob Pike, partners in a firm of accountants, instructed by R1 and R2. Although a statement was provided from a Ms Kamila Michalska, a manager at Woodlands Castle, also on behalf of the Respondents, she did not attend to give evidence and we were not asked to take it into account and therefore do not do so.
8. R1 and associated companies are a small to medium enterprise, with the level of managerial and administrative resources appropriate to that size of organization.
9. We set out now a brief uncontentious chronology, as follows:
  - a. December 2016 – C1 and C2 transferred to Offer Limited.
  - b. 4 May 2017 – C1 notifies R2 of her pregnancy with a due date of 3 November [173]. On 31 May Offer Limited acknowledge that notification, in the person of Mr Rupert James, a director [174].
  - c. 6 October – C2 similarly notifies R2 of her pregnancy [195] and gives a due date of 26 January 2018 [196]. Again, Mr James acknowledges that notification, on 27 October [197].
  - d. 9 September – C1 goes on maternity leave.
  - e. 15 November – R3 writes to Ms Michalska [198] listing ten workers (their employment status is unclear, some being described as 'casuals') to be transferred, with effect 20 November, to Front Lodge Limited, another

linked company. The Claimants (and three others) received no such notification and remained in Offer Ltd.

- f. 22 November – Mr James gives written authority to R2 and R3 to act as ‘representatives of Offer Ltd, with reference to employment contract matters’ [202].
- g. 25 November – neither Claimant receives pay due on that date.
- h. 27 November – both Claimants separately phone R2 to query this failure to pay [transcript Ms Stewart 204-207]. R2 referred to cash-flow problems. In respect of his conversation with C2, he said ‘*I’m going to get you a letter and you have to look at it, then you’ll know, then you’ll do a deal. We either do a deal, or don’t do a deal, but I want a fair deal.*’
- i. 29 November – Both Claimants attend a meeting with R2 to discuss a ‘company re-structure’ (to transfer to R1) [209]. Following C1’s departure, R2 hands C2 a letter of suspension, from Offer Ltd, alleging various acts of misconduct and instructing her to hand in her laptop, keys, saved documents and passwords [208].
- j. 1 December – R2 and R3 invite C2 to a meeting to discuss her suspension [216]. C2 calls R3, asking him about her suspension and pay and R3 states that he cannot deal with the matter [214].
- k. 2 December – C2 hospitalised and gives birth prematurely on 5 December.
- l. 5 December – C1 attends a ‘staff meeting’ with R3, to discuss the transfer to R1, with the intention that it would take place by the end of the week. C1, however, is the only member of staff in attendance. She again raises the question of her SMP entitlement [230] and it was confirmed that her maternity rights would transfer to R1.
- m. 7 December – R3 writes to both Claimants, on behalf of Offer Ltd, to provide them with details of the transfer to R1, to take place the next day [231]. He also, this time on behalf of R1, writes on 11 December, to welcome the Claimants to that transferee company [235].
- n. 7 December – C2 attends a meeting with R3 and Ms Pike, at which her suspension and non-payment of SMP is discussed.
- o. 8 December – both Claimants receive outstanding salary/SMP payments for November, but from a company called Pyman Bell, associated with R2’s land holdings, of which he is a director.
- p. 22 December – C1 phones R2 to check that her December SMP will be paid (as the due date is 25 December, Christmas Day).
- q. 23 December – C2 receives a letter of dismissal from Offer Ltd [239], dated 15 December, but stating that the dismissal is backdated to 4 December.

- r. 3 January 2018 – C1 emails R3 to chase non-payment of her December SMP and states she ‘*has no option but to contact ACAS and HMRC regarding both matters of discrimination.*’ [248]. R3 responds, stating that he presently ‘*does not have instructions to deal with the matter*’ [248].
  - s. 5 January – C1 phones R3, again chasing SMP payment. There is thereafter an exchange of correspondence with R3 on the same issue, with R3 stating again that he doesn’t have instructions [262-3].
  - t. 9 January – R3 becomes engaged in correspondence with HMRC as to advanced funding for the Claimants’ SMP, following the Claimants (it was accepted in evidence) having raised the matter themselves with HMRC [265]. He states (he accepted, subsequently, wrongly) that he had informed HMRC that such an application had already been made [266], but which was not in fact made until 16 January, by Ms Pike [276].
  - u. 12 January – C1 writes to R2 and 3 [267], resigning with immediate effect. R3 responds [269] stating that she needs to tender her resignation to R1.
  - v. 13 January – C2 calls R2, pursuing payment of her SMP [270].
  - w. 15 January – C2 writes to R2 and 3 to challenge her dismissal by Offer Ltd, when apparently her employer was supposed to be R1 [274].
  - x. 16 January – C1 writes to R2 and 3, reiterating her resignation, to include, on this occasion, R1 [279].
  - y. 19 January – R3 writes to C1, inviting her to retract her resignation, denying discrimination by R1 and promising to make the SMP payments [286].
  - z. 19 January – R3 writes to C2 to state that she is employed by R1, denying any involvement with Offer Ltd [287]. In any event, by that point, C2 had already resigned from R1 [285].
  - aa. 22 January – C1 responds, refusing to retract her resignation [288].
10. ‘Minor Claims’. While in no way minimising these claims, we consider it appropriate to dispose of them relatively quickly at the outset.
- a. Regulation 13/13A of the TUPE Regulations 2006 states that, in this case, there should be individual consultation with employees involved in a transfer. Regulation 13(2)(c) specifies that information to be provided by the employer should include ‘*the legal, economic and social implications of the transfer for any affected employee.*’ In this case, a crucial economic implication for the Claimants was that R1 had no funds to pay them (not denied by the Respondents). R3, who carried out the consultation, said he was unaware of that fact and had made no enquiries to that effect. Clearly, if an employee is told that their new employer is going to be unable (even if temporarily) to pay them, then that obviously has an ‘economic implication’ for them. Regardless of

whether or not R3 was in fact aware of the situation, he should have been, as both the representative for the transferor and transferee, and therefore failed in his duty, as Offer Ltd and R1's agent, to properly inform the Claimants. Clearly, had they been so informed, they would have been very unlikely to have so readily acceded to the transfer. We consider that the appropriate level of compensation is thirteen weeks' pay, for which Offer Ltd and R1 are jointly and severably liable. (Such finding and subsequent joint and severable findings are subject to those findings subsequently made in the Tribunal's Remedy Judgment.)

- b. C2 also claims arrears of six days' holiday pay. In such circumstances, we would expect a Respondent to be able to provide documentary evidence as to whether or not such arrears existed. In this case, no such documentary evidence has been provided. We note Ms Pike's oral evidence that holiday pay had been paid in full, but we don't, in the absence of supporting documentation, accept such evidence, for the reasons that we will set out below. R1 is therefore liable to C2 for payment of six days' holiday pay.

11. C2's Dismissal. C2 was dismissed for alleged gross misconduct, allegedly for '*undermining management staff, irregularities with catering arrangements at Woodlands Castle, failure to report major issues affecting sales and marketing Woodlands Castle ... not dealing with enquiries in an appropriate manner.*' R2 had had explained to him in cross-examination what a valid disciplinary procedure should consist of, such as informing the employee of the detail of the charges against them, inviting them, with a colleague, to a disciplinary hearing, at which they would have full opportunity to put their case and, if the decision is adverse, to be permitted to appeal against it. R2 accepted that none of these steps had been taken. It is therefore patently obvious that the dismissal was unfair, even if only on procedural grounds. We will deal with what we consider to be the motivation behind this dismissal within the discrimination claim. Accordingly, therefore both Offer Ltd and R1 (her employment having transferred after the date to which the dismissal was apparently backdated) are liable to her for that unfair dismissal. However, even if, as is argued by the Respondents that any purported dismissal by Offer Ltd is void, as they were no longer her employer at the time, she, having been subjected to such a blatantly unfair dismissal, at the hands of R2 and R3, even if only acting, as they assert, on behalf of Offer Ltd, was perfectly entitled to regard any future employment relationship, with any company associated with these Respondents, as fundamentally damaged, in breach of the implied term of trust and confidence. In any event, it is trite law that a failure to pay wages is a fundamental breach of contract, of which both Offer Ltd and R1 were guilty.

12. Maternity and Pregnancy Discrimination. While there are a large number of allegations set out in the Scott schedules, we were, in fact, only directed to some of them, on the following broad topics: firstly, the decision to leave the Claimants and three other employees in Offer Ltd, when the then other ten workers/employees transferred out to another company; secondly, the failure to pay their pay and SMP on time and thirdly, in respect of C2, her suspension and dismissal. We deal with each in turn:

- a. On 15 November, R3 sets out those employees who are going to transfer, leaving out the Claimants and three others. The Claimants say that they were not told the true reason for the transfer, but suspect that it was to isolate both them (as they were pregnant/on maternity leave) and other 'vulnerable' employees (one of the others was also on maternity leave, another on long-term sick leave and the third had refused to accept a change in status, from employment to self-employment). The Respondents' evidence was that the rationale for doing so was that as Offer Ltd had no funds, a request for an advance payment of SMP could be made to HMRC, in order that the Claimants could be paid. In fact, however, as evidenced by Ms Pike, Offer Ltd was in large arrears of PAYE to the Revenue and therefore any advance payment that might have been made to that Company to meet the Claimants' SMP would have been offset against that debt, leaving no funds to be disbursed to the Claimants. Therefore, it appears to us that that rationale cannot be correct, leaving it open to speculation as to what the true motivation was.
- b. There was no dispute that both Offer Ltd and R1 failed to make payments of wages/SMP to the Claimants on time. They did not receive their November pay until 8 December and that was paid by Pymen Bell. Their December pay was not received until the end of January 2018. Subsequent payments were also delayed. The Respondents stated that this was due to cash-flow problems in both companies and that they were doing their best to rectify the matter. The Claimants stated that they were the only employees not to be paid on time. Ms Pike said that in fact, '*one at Woodlands and Lynne Paisey*' had also not been paid on time. No documentary evidence was provided in support of that assertion.
- c. As stated above, C2's dismissal was clearly procedurally unfair. In addition to that, however, no corroborative evidence was provided whatsoever to support the allegations against her. The only evidence was that provided by R2, in his oral evidence to this Tribunal. We turn now, therefore, to our views as to his credibility as a witness. We found his evidence to be almost entirely unreliable. Throughout his cross-examination, he repeatedly stated that he 'couldn't remember' or was confused as to dates or issues. However, this was, we consider, a highly selective presentation of his evidence. When he wished to, he could lucidly and with certainty make detailed assertions about the Claimants, but when confronted with his own alleged failures, his memory eluded him. He sought to assert that his medical condition explained such memory lapses and he also referred to awaiting a test for Alzheimer's. He also said that he suffered from Tourette's syndrome. Apart from him simply asserting these matters, the only medical evidence he provided was a letter from his GP, dated 7 May 2019, [not in the bundle], which referred him to a memory clinic, stating that he had told the GP that he was '*concerned about his memory for some time*'. It refers to ongoing '*legal action*' and that he '*has noticed a problem with short-term recall over the past year or so.*' He carried out a memory test, in which he scored 41 out of 50. We are highly sceptical as to this 'evidence', as it is based almost entirely on R2's self-reporting to the GP and his willingness, or otherwise, to perform the test to the best of his abilities.

We also consider it highly significant that this letter was only obtained two weeks before this Hearing and that there is no medical evidence whatsoever predating it. We consider this evidence within the overall context of his credibility generally, which we find to be lacking, for the following reasons:

- i. R2 appeared on a TV programme to promote his business and in that interview made several contentious comments about women in general and a prospective partner in particular, for example stating that he needed a '*breeder*' to provide him with sons. Despite this evidence being readily available to him, in advance of the Hearing, both in video and newspaper report form (and as extensively referred to in the bundle) he chose, nonetheless, in cross-examination, to absolutely deny that he had made such a comment and only finally accepted it when shown the video.
- ii. He vociferously denied comments he had made to C2 in various telephone conversations, despite them being accurately set out in the transcripts, available to him in the bundle.
- iii. For the first time, both in his statement, or in cross-examination, he made wide-ranging and lurid allegations about the Claimants and their relatives, without any substantiation whatsoever, in respect of their character, financial position and other matters. We viewed such allegations as entirely fanciful and prompted by a desire on his part, having been subject to criticism in cross-examination, to 'throw some dirt' at the Claimants, in retaliation. We had the distinct impression that he was willing to say whatever was necessary, regardless of the truth, to attempt to support his position. The Claimants, in contrast, gave forthright and persuasive evidence. Where they were mistaken, such as in C1 saying that she was the only person not to be paid (when of course C2 was also not paid), they corrected such errors, which we consider minor in any event. Accordingly, where R2's evidence conflicts with the Claimants, we prefer theirs.

13. Findings on Maternity/Pregnancy Discrimination. We find that the Claimants were discriminated against, on grounds of their pregnancy or maternity, for the following reasons:

- a. R2 stated in evidence that the Claimants were 'key' members of staff, with the clear implication that he found their becoming pregnant at roughly the same time as highly inconvenient. He is reported as saying that he believed that they had both done so deliberately, somehow 'timing' their pregnancies '*to spite him*'. While he denied this, taking into account his credibility generally and his views on women, as expressed both in the TV interview and here in evidence, we consider it highly likely that he will have said something of that nature. As a consequence, therefore, given our views as to his vindictive tendencies, we find it the case that he thereafter decided to dispense with the Claimants' services and thus avoid the inconvenience of having to hire temporary staff to stand in, in their absence.



- b. Secondly, we consider the decision to leave the Claimants employed by Offer Ltd, an obviously struggling company, together with three other 'vulnerable' members of staff, clearly indicates a desire to make life difficult for them, at least initially by having an excuse not to pay them SMP.
- c. Thirdly, the failure to pay SMP on time was, we consider, deliberate. While it may be the case that Offer Ltd did have a cash-flow problem, that was a situation into which the Claimants had been deliberately abandoned. R2 knew that this would be the result and we consider, hoped that the delays in payment would encourage the Claimants to resign. It was entirely within his gift to fund such payments, as he did in respect of the December payment and which sums, in any event, were trivial. Even when the Claimants had been TUPE'd to R1, it was still the case that no effective action was taken, until 16 January and only following the Claimants' approach themselves to HMRC and ACAS, indicating no real desire on the Respondents' part to rectify this situation. We were told by both R2 and R3 and Ms Pike that other employees were also not paid, or paid on time. However, no corroborative documentary evidence whatsoever was produced to support these assertions, despite this allegation being, from the outset, 'front and centre' in the Claimants' claims. Ms Pike sought to assure us on this point, but we considered her evidence to be highly partial and unreliable. She deliberately exaggerated her evidence, for example stating that C2's claims, as set out in paragraphs 32-43 were '*complete fabrications of the truth*'. When taken to those paragraphs and asked to specify the alleged fabrications, she was entirely unable to do so. She agreed, after some questioning that she should not have used such sweeping language. She also made highly personal remarks about C2's abilities as a mother, comparing herself favourably, thus indicating to us a personal animus on her part against C2, at least, if not both Claimants. We therefore find her evidence unreliable generally and accept therefore that the Claimants were the only employees not to be paid on time.
- d. Fourthly, and specifically in relation to C2, her suspension and dismissal was one of the most egregious acts of discrimination possible and we find this for the following reasons:
  - i. Its timing, set as it was when her pregnancy was well advanced, was designed, we consider, with her then-vulnerability in mind, to have maximum effect upon her.
  - ii. Its pursuance thereafter, despite her having given birth two months' prematurely a few days later and her baby being in intensive care was an absolutely gross act of crass insensitivity on the Respondents' part, with the only possible motivation being of driving her out of employment.
  - iii. The absolutely trumped up nature of the charges against her, entirely unsupported, both at the time and now in this Hearing, by any worthwhile evidence whatsoever, is yet more indication that this was a vindictive act on the Respondents' part.

- iv. The spurious attempt to 'backdate' the dismissal to 4 December, the day before the birth, in an attempt, we presume, to somehow avoid liability for maternity pay.
14. C1's claim of constructive unfair Dismissal. Having found that R1 discriminated against C1, on grounds of her maternity leave, and also failed, in breach of the express term of the contract as to pay, to pay her on time, she was clearly entitled to resign in the face of such breach and was therefore constructively unfairly dismissed. No argument was raised by the Respondents as to any waiver of such breach by any delay on C1's part.
  15. Automatic Unfair Dismissal. Accordingly, as the Claimants were dismissed for discriminatory reasons, their dismissals are automatically unfair.
  16. Victimisation. As conceded by Ms Harris, the claims of victimisation are effectively brought as 'back up' claims, in the event that we were to find that the Claimants had not been discriminated against on the grounds of pregnancy or maternity. However, as we have found that to be the case, we do not consider that we need to make any findings in respect of these claims.
  17. R2 and R3's Personal Liabilities for Acts of Discrimination. We find that R2 and R3 are personally liable for the acts of discrimination found by us, for the following reasons:
    - a. The Respondents seek, in our view, to hide behind Offer Ltd and R1, by stating that it was those companies, not them, who carried out any acts of discrimination. However, it was clear to us that R2 was the driving force and controlling influence behind these acts. There was abundant evidence that he involved himself throughout the matter, with several references, by both R3 and Miss Southall (R2's PA) that his authority would be required in respect of any decision-making.
    - b. He personally delivered the suspension letter to C2 and in his statement (43) stated that he had written it. In cross-examination, he stated that to say so was a mistake and denied having written it, stating that he '*couldn't write letters*', but we find, based on our views as to his lack of credibility that he did write it, or direct its production and almost certainly, the dismissal letter also. He specifically said in an earlier telephone conversation that he was going to offer C2 a 'deal' in the form of a letter which, at least in his view, is what he subsequently did, effectively attempting to blackmail her with spurious disciplinary charges.
    - c. Both he and R3 were specifically authorized by Offer Ltd to engage with the Claimants in relation to their employment and pay, which they both did.
    - d. In the telephone transcripts, it is very clear that he is the one taking the decisions, or giving authority to R3 to carry out decisions on his behalf. At no point does he say, 'why are you calling me, when your employer is Offer Ltd/R1 and you need to speak to Mr James'. He doesn't, because Offer Ltd, R1 and probably Mr James are sham 'employers', when he, in reality, if not contractually, was the true employer.

- e. R3 throughout carried out the instructions of R2. He was described by R2 as *'the brains'* and R2 is frequently quoted as stating that he would need to refer decisions to him, particularly in relation to HR matters. Applying s.110 of the Equality Act, as R2's agent, R3 is as liable for the discriminatory acts, as R2 is. He personally carried out the TUPE-transfer of Offer Ltd's employees to another company, abandoning the Claimants and the other vulnerable employees in a failing company. He undoubtedly, as R2's HR advisor, was intimately involved in the discriminatory dismissal of C2. Despite being (somewhat bizarrely) the representative of both Offer Ltd and R1 in the TUPE transfer, he took no action whatsoever to ensure that the Claimants would continue to receive their pay, thus facilitating what he have found to be R2's plan all along. He conducted a meeting with C2 two days after the birth of her child, at which, he accepted, he questioned her as to when she would return to work, referred to *'girls'* working so close to their due date and posited that she may find it more difficult to return, with more children to care for. He also informed C2 that if she returned, she would not receive commission, as she had before. Both he and Ms Pike attempted to pass these remarks off as innocent ones, in the context, they said, of a generally relaxed and convivial meeting. C2 absolutely disputes that this was the nature of the meeting. She had asked for the meeting because she was not receiving her salary and was greatly concerned about her suspension. She said that she found R3's questions and comments *'intimidating and unsupportive and an indicator that I was no longer valued and not wanted back following my maternity leave, or at all.'* We find, in the overall context of events to that date and our views as to Ms Pike's credibility that C2's account of this meeting is the more accurate one. Overall, therefore, R3 is jointly and severally liable, with R1 and R2, for acts of discrimination against the Claimants.

18. Conclusion. Accordingly, therefore, we find as follows:

- a. R1, R2 and R3 discriminated against the Claimants on grounds of their pregnancy or maternity and are jointly and severally liable for remedy in respect of such acts.
- b. R1 unfairly dismissed C2. It also both constructively and automatically unfairly dismissed both Claimants and for which all three Respondents are jointly and severally liable.
- c. R1 failed to comply with s.13 of the TUPE regulations, as to consultation and information, again for which all three Respondents are jointly and severally liable.

- d. R1 failed to pay arrears of six days' holiday pay to C2, for which all three Respondents are jointly and severally liable.

**Employment Judge C H O'Rourke**

Bristol

Dated 18 June 2019