



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss A Tulipan

**Respondent:** Sloane Square Hotel Ltd

**Heard at:** London Central

**On:** 20,21 and 22 August 2019

**Before Judge:** Employment Judge Henderson

## Representation

**Claimant:** Mr H Kayibanda (Lawyer of Astute Legal Solicitors and Advocates)

**Respondent:** Mr P Yadam (Director)

# RESERVED JUDGMENT

**The claimant's claim for constructive unfair dismissal fails and is dismissed**

**The Remedy Hearing Date provisionally agreed for 26 September 2019 is vacated (no longer necessary)**

# REASONS

## Background

1. This was a claim for constructive unfair dismissal. The claimant had been employed (initially as a Floor Supervisor and then as Head Housekeeper) by the respondent from 27 October 2014 to 9 November 2018. She had also previously worked for the respondent from 2010 to mid-2014 as a Floor Supervisor. The claimant had resigned on 5 October 2018, giving one month's notice. The claimant's contract of employment and her last working day was 9 November 2018. These facts were agreed by the parties.
2. The claimant lodged her ET1 with the Employment Tribunal on 8 February 2019, having carried out an Early Conciliation process with ACAS from 17 to 22 January 2019. Unfortunately, due to administrative delay this was not formally accepted by the Tribunal until 22 May 2019. On 30 May 2019

the Tribunal sent a Notice of Hearing (for 20-22 August 2019) to the parties, with various Case Management Orders and requiring the ET3 Response to be lodged by the respondent by 27 June 2019.

3. The respondent sent the ET3 to the Tribunal on 26 June 2019, but again due to administrative delay this was not sent out by the Tribunal to the claimant's solicitors until 13 August 2019. There were also other misunderstandings between the parties and misreading of Tribunal communications by the respondent, which resulted in non-compliance with the Case Management Orders by both parties.

## **Conduct of the Hearing**

### Day One

4. On the first morning of the hearing, the respondent was not present at 10am. The Tribunal clerk telephoned Mr Yadam and he arrived at 11 am. Mr Yadam had requested a postponement of the hearing on 9 August, he had then received a letter from the Tribunal on 13 August which he understood to be confirmation that the hearing was postponed. The letter referred to is the standard letter for an Accepted Response and was not a Postponement Order. This is typical of the nature of the misunderstandings in this case.
5. As at the commencement of the hearing, there was no agreed bundle of documents. Mr Kayibanda had produced a bundle for the EJ but had not sent a copy of this bundle to the respondent. He said that as the respondent had not complied with other directions he had also decided not to do so. The claimant's witness statement had been sent to the respondent but the respondent had not yet provided any witness statements to the claimant's solicitors. There was no agreed list of issues: the claimant's solicitors had sent a proposed list of issues to the respondent in the last seven days, but there had been no response or any engagement between the parties on this. The respondent maintained that as the claimant had not complied with the 23 July 2019 deadline to provide her remedy statement, they had not proceeded any further with any of the directions.
6. I explained in very clear terms to both parties/their representatives that this was an unacceptable state of affairs. I reminded them of the provisions of the Overriding Objective (regulation 2 of the Tribunal Procedure Rules 2013) and, the provision relating to the co-operation of both parties to assist the Tribunal.
7. Mr Kayibanda indicated that the claimant now wanted a postponement as she would be prejudiced if she were required to proceed. I did not agree and did not allow that application. The claimant's representatives appeared to be more prepared than the respondent and Mr Yadam (who was not legally represented) indicated that he would be able to proceed with the case on the following day. Further as legal representatives, the claimant's solicitors should have made efforts to progress this matter to prepare it for hearing.
8. It was agreed that during the course of the afternoon of 20 August, the parties would finalise the contents of a bundle of documents and produce two copies of that bundle for the Tribunal on 21 August at 10 am. Further,

Mr Yadam would serve (no later than 2 pm on 20 August 2019) on the claimant's solicitors copies of the witness statements upon which he intended to rely at the hearing. We discussed the identity of those witnesses namely: Ms Loreta Grundziskaite (Back House Manager); Mr Yadam(Director); Mr Masud Hussain (Facilities Manager) and Mr Fernando Morales (Front House Manager).

9. The Full Merits Hearing would then commence at 10 am on 21 August 2019. The claimant would give her evidence first. It was estimated that the parties should be able to conclude their evidence and submissions by 22 August 2019, but the Tribunal would most likely have to reserve judgment as we had lost one full day due to parties' lack of preparation and non-compliance.

### Day Two

10. At the beginning of the second day of the hearing, having arrived 15 minutes late to the hearing, Mr Kayibanda could not confirm that the Tribunal Bundle had been agreed. He said that the respondent had added papers which he had not seen before and that he did not have sufficient time to look at these documents. He appeared to be repeating his application for a postponement.
11. I clarified with Mr Kayibanda that the relevant documents were at pages 167-170, namely 3 pages containing about 50 lines of text in total. I granted Mr Kayibanda a short adjournment of 20 minutes to familiarise himself with these documents, though I pointed out that he had all of the afternoon of the first day of the hearing and this morning prior to the commencement of the hearing to read the documents, which were neither lengthy nor complex. The Bundle produced on Day Two comprised the Agreed Bundle and page references in this Judgement and Reasons are to that bundle.
12. Mr Kayibanda then said that he had issues with the respondent's witness statements for Mr Hussain and Mr Morales. He believed that these had been dictated to them and were not their genuine statements. I said that he could deal with this in cross-examination of the relevant witnesses and also make any points he wished to make in his submission. Again, I refused the application for a postponement.
13. Mr Kayibanda then complained about the respondent's witnesses being in court during the evidence. I explained this was standard practice in the Employment Tribunal unless there were exceptional reasons for exclusion, such as in cases of sensitive evidence re disability or sexual harassment. There were no such reasons in this case.
14. The Tribunal then heard evidence from the claimant. It was only when I sought to confirm with Mr Kayibanda that the claimant had no other witnesses to call, that he then raised a written document from David Bejarano, who would not be attending the hearing. I explained that he should have raised this earlier as Mr Yadam had done with the statements of Monika Morgan and Veronica Kopecka. I explained to Mr Kayibanda that I would have to give less weight to the written statements of witnesses who were not present at the hearing and that I would hear any submissions he had to make in that regard.

15. On behalf of the respondent the Tribunal heard evidence from Mr Husain and Mr Morales and also from Mr Yadam. All the witnesses adopted the content of their written witness statements as their evidence in chief and were duly cross-examined.
16. At the end of Day Two, I confirmed with the parties that the Tribunal would wish to have written submissions from them. The representatives would be able to prepare the bulk of these submissions before the next day and I would also allow a suitable break following the conclusion of Ms Grudzinskaite's evidence to enable them to include the content of that in the written submissions. Mr Yadam was happy to concede to this request. Mr Kayibanda put up some resistance saying that he would not have time to prepare his submissions, but eventually acceded to the Tribunal's request.

### Day Three

17. The Tribunal heard evidence from Ms Grudzinkaite (LG). During cross-examination Mr Kayibanda appeared to be having problems locating documents and framing his questions. He said this was because he had not had time to familiarise himself with the Agreed Bundle. I pointed out that the Tribunal had allowed the afternoon of the first day for that purpose; however, I agreed to a short adjournment of 15 minutes (which in fact was 20 minutes) to allow Mr Kayibanda to prepare.
18. At the end of LG's evidence Mr Kayibanda requested to recall the claimant. I asked him to explain the relevance of the additional evidence. The issue he wished to raise related to a period after the claimant had resigned and so I did not consider the evidence to be relevant. However, there was also a point relating to the alleged "bullying" emails so I allowed the claimant to give the evidence. This concluded at 12.10.
19. As agreed with the parties I allowed them 2 hours (as requested by Mr Kayibanda) to finalise their written submissions to take the evidence heard on Day 3 into account.
20. I heard oral submissions in addition to the written submissions and reserved my decision. I agreed a provisional remedy hearing on 26 September 2019 (one day to commence at 10am) with the parties. I explained that this date would be vacated if the claimant's claims did not succeed.

### **Issues**

21. We took time on the first morning to agree with the parties, the Issues to be determined by the Tribunal in this case. These were as follows:
  - It was agreed that the claimant had two years' continuous employment and so was able to bring an unfair dismissal claim;
  - The claimant had resigned on 5 October 2018. I noted that the Mr Kayibanda had not included the claimant's resignation letter in the bundle he produced to the Tribunal on the first morning. The claimant said she had not retained a copy of that letter. The respondent was able to produce a copy of that letter, which the claimant confirmed was her resignation letter. This would be included in the Agreed Bundle for the hearing;

- The claimant said that her resignation was because the respondent had breached the implied term/duty of trust and confidence between employer and employee, which entitled her to terminate the contract (section 95 (1) (c) Employment Rights Act 1996 (ERA). The claimant said that employees (namely Ms Grudzinskaite) of the respondent had called her stupid and referred to her as a “monkey” in front of managers and had generally bullied her, for example by emailing her whilst she was on leave. Mr Kayibanda agreed that the breaches complained of by the claimant were summarised in her letter of complaint (dated 12 November 2018 and received by the respondent on 20 November 2018) which letter was included in Mr Kayibanda’s bundle of documents;
- Both parties agreed that the claimant’s employment had ended on 9 November 2018 (the claimant had worked one month’s notice);
- Therefore, although the claimant had raised a grievance on 12 November 2018 and this had been investigated by the respondent, the claimant was not relying on the method of that investigation and the conduct of the grievance as this had arisen post-dismissal and so could not have had any effect on the claimant’s decision to resign on 5 October 2018. I explained that I would look at the documentation relating to the investigation of the claimant’s complaints, but only to ascertain the factual matrix with regard to the claimant’s alleged breaches. The conduct of the investigation was not relevant to the Issues;
- Mr Yadam confirmed that although the respondent had raised concerns about the claimant’s performance (which had been discussed in a meeting on 4 October 2018) the respondent did not allege that it had any potentially fair reason to dismiss the claimant and would not have dismissed her;
- The sole issue was whether the claimant could show that the respondent had breached the implied duty of trust and confidence, which breach was sufficiently fundamental and/or repudiatory to entitle the claimant to resign and claim constructive unfair dismissal.

### The alleged breaches of contract

22. These were contained in the claimant’s complaint/grievance letter dated 12 November 2018 (page 49 to 50) and are as follows:

- bullying at work by Ms Grudzinskaite, following the claimant’s official appointment as Head Housekeeper on 11 July 2018;
- Ms Grudzinskaite questioning the claimant’s rota management in June 2018;
- Ms Grudzinskaite “constantly” sending the claimant emails while she was on holiday, for example on 30 September 2018 relating to the reordering of various stock items;
- general “overbearing supervision” by Ms Grudzinskaite and being “constantly criticised and completely undermined” by her;
- being called “stupid” by Ms Grudzinskaite behind the claimant’s back;

- being “humiliated” during a performance management meeting on 4 October 2018;
  - Ms Grudzinskaite telling a colleague who asked about the replacement Head Housekeeper “don’t worry I will fuck her up too”.
  - The claimant had also included in the ET 1 an allegation that she had been called a “monkey” by Ms Grudzinskaite during a conversation with Mr Morales.
23. The claimant also raised in her witness statement, being excluded from a party attended by management on 27 September 2018. The claimant’s case is that taken together these matters constituted a repudiatory breach of the employment contract and she resigned in response to that breach.
24. Mr Kayibanda also appeared to raise the question of inadequate training for the claimant. I pointed out that this was not a performance-related dismissal. I note that Mr Kayibanda did not raise this as an alleged breach in his written submissions.
25. I reminded the parties that I would wish to hear only such evidence as was relevant to enable me to determine the issues set out above.

## Findings of Fact

### The Claimant’s employment

26. The claimant accepted in her oral evidence that she had resigned following the performance review meeting with Mr Yadam and LG on 4 October 2018, following which she said she felt “humiliated”. She also accepted that at the time of her resignation she had always intended to bring a claim in the Employment Tribunal.
27. The claimant confirmed that she had been promoted from Floor Supervisor to Head Housekeeper in March 2018. She then had a three-month probation period and was confirmed in that role on 11 July 2018 (page 110). The claimant initially denied that LG was her line-manager. However, she subsequently accepted that LG had supervised her until 11 July 2018, when Mr Yadam became the claimant’s line manager.
28. The claimant also clarified paragraphs in her witness statement which appeared to be misleading, with regards to the claimant’s and LG’s career progress at the respondent. When the claimant first worked for the respondent in 2010 she had supervised LG. However, when the claimant returned to the respondent in 2014 LG had become the Head Housekeeper while the claimant was a Floor Supervisor. LG became Back of House Manager in July 2017.

### Emails

29. The claimant confirmed in cross-examination that her reference to being “constantly” pestered with emails while she was on holiday related to 3 emails at pages 116-118. All three emails were sent on 30 September 2018 when the claimant was having a day off and related to the ordering of various items for the hotel.
30. The claimant accepted in her oral evidence that she had been copied in to the emails from LG and had not been expected to take any action. The

claimant also accepted that she did not have a problem with being copied into emails while she was away from work. She also accepted that LG had never attempted to call her while she (the claimant) was on holiday. The claimant said that her real complaint was that Ms Grudzinskaite had not consulted her about the stock levels prior to sending the emails.

31. LG said that she had sent the emails because supervisors had come to her on that day, when the hotel was full saying that there was no shampoo or other items in stock and as the claimant was away, she checked the stock and then ordered the requisite items. She had copied the claimant into the emails to make her aware of the situation when she returned from her day off. This was for information only and she had not expected the claimant to reply or to take any action.
32. In his cross-examination of LG, Mr Kayibanda put to her that these emails were bullying the claimant. When he was reminded of the evidence given by the claimant (set out above), he then put to LG that the emails had been sent in “bad faith”, by which he meant that she had initiated the stock check and the supervisors had not approached her. LG denied this.
33. In her second session of evidence the claimant said that one of the supervisors had told her that they had not asked LG for help but that she had approached them. She did not give the name of the supervisor and she accepted that she had not mentioned this in her witness statement. Given the purely hearsay nature of this evidence and the fact that this was not raised previously by the claimant, I do not accept her evidence on this point as plausible. I also note that the tone of the emails themselves are straightforward and factual. The fact that items have run out would attract implicit criticism of the claimant as she was Head Housekeeper, but I do not find that these emails are bullying or in bad faith.
34. The claimant’s own description of these emails during her evidence does not suggest that these were a fundamental breach of the implied term/duty of trust and confidence between employee and employer.

#### Rota

35. Both parties sought to give detailed evidence about the housekeeping rotas for the period 28 November 2016 to 4 June 2017 (when LG was the Head Housekeeper) which I curtailed.
36. The essential complaint from the claimant was that LG had greater resources (i.e. more Floor Supervisors) at her disposal when she performed the role than were available to the claimant. LG denied this. The claimant said that she had been stressed and overworked as Head Housekeeper. LG said she also had other projects at the time and had to work just as hard as the claimant and had to carry out the same functions re checking rooms etc.
37. Even if the claimant was correct that LG had greater resources available to her and so her criticism of the claimant’s rota management was unjustified, I do not find that this was of itself a breach of the contract of employment or of the implied duty of trust and confidence. LG was the claimant’s line manager up to 11 July 2018 and was entitled to monitor and manage her performance.

38. The was no evidence of any malicious intent or hidden agenda from LG as regards the issue of the rotas and no evidence that LG had taken rota management duties away from the claimant and so seriously undermined her role as Head Housekeeper. In fact, the email announcing the claimant in the Head Housekeeper role (page 110) sent by LG notes that the claimant is “100% in charge” of housekeeping matters and congratulates her on her appointment.
39. The claimant’s witness statement refers to LG “constantly and unnecessarily” emailing her but she specifically referred to only one email. I find that there is no evidence of a breach of the implied term of trust and confidence.

“Stupid” comment

40. The allegation was that some time in or around April/May 2018 LG had called the claimant “stupid” in front of another colleague. The claimant had discovered this in June 2018. LG said that she had not called the claimant stupid. She had been speaking to the claimant on the telephone and had been frustrated with the particular situation they had been involved in and when she put the phone down she may have used the word but was describing the situation and not the claimant.
41. LG acknowledged that she had apologised and was asked in cross examination why she had done so if she had not called the claimant “stupid”. She said that as she could not recall the exact incident she apologised as she had never meant to hurt the claimant’s feelings and had no intention to insult her. LG also said that if she had called the claimant stupid to her face or used other abusive language, she would accept that could fall within the definition of bullying. But this situation was totally different.
42. I accept LG’s evidence as credible. Her use of the word was reported back to the claimant one or two months after the incident and the claimant had not been present and was relying on her colleague’s account of the event. There was no evidence produced from the colleague.
43. I find that the incident as described by LG did not constitute a breach of the implied term of trust and confidence.

“Monkey” Comment

44. On an unspecified date, the claimant said that she was walking to the reception area and saw LG standing with Fernando Morales. When LG saw the claimant she said, “Look Fernando a monkey is coming”. Both LG and Mr Morales denied this had ever taken place. In the light of the conflicting evidence, I have to decide whose evidence I prefer. As both LG and Mr Morales denied that this happened I prefer their evidence to that of the claimant and I find that this incident did not happen or that the claimant may have misunderstood what was happening.
45. Mr Kayibanda put to Mr Morales that his statement had been dictated to him and was untruthful, which was denied. He also raised issues relating to Mr Morales being investigated at work, which he



said affected his credibility. I clarified that the issue did not relate to any allegations of dishonesty. I had no reason to doubt Mr Morales' credibility.

46. The claimant was asked in cross examination why she had not mentioned this incident in her resignation letter; her complaint letter of 12 November or at the meeting on 21 December 2018 (pages 72-79) to discuss her complaints. The claimant said she had forgotten about it. If this incident caused her as much distress as she now claims, I do not find it credible that the claimant would have forgotten about it.
47. In any event, even if I had preferred the claimant's version of events, whilst not condoning such behaviour, I would not have found that the incident in itself was a breach of the implied duty of trust and confidence.

#### Comment re new Head Housekeeper

48. The claimant produced an email (dated 24 November 2018) from David Bejarano stating that he had been at reception with LG discussing the interviews for a new Head Housekeeper when she said, "don't worry, David we will fuck her up too". LG denied saying this and Mr Bejarano did not attend to give evidence. On that basis I must give more weight to the oral testimony of LG which was subject to cross examination.
49. However, I note that this event (if it occurred) would have been after the claimant had resigned, hence the search for a new Head Housekeeper and so could not be relevant to the constructive dismissal claim. Mr Kayibanda said in submissions that I should regard this comment and part of LG's intention to bully and undermine the claimant, but I have no evidence to support that interpretation.

#### Not invited to the Party

50. The claimant complained that she had not been invited to a manager's party on 27 September 2018. She believed that her exclusion was deliberate and said that when she asked Mr Yadam why she had not been invited he said he forgot about her.
51. During cross examination Mr Yadam referred to documents at pages 136 -155 which he said showed that the 27 September occasion was a corporate event with clients and not a manager's party. The email on page 137 from the venue manager referred to hosting "this showcase" and hoped the hotel's "guests" were impressed and that the hotel would see a good result. This email does support Mr Yadam's evidence that this was a corporate/marketing event to which the claimant would not have expected to be invited as Head Housekeeper. There are other invitations to the event headed "Venue Showcase" sent to Barclays and other organisations.
52. Mr Yadam also referred to invitations to events for managers and employees to which the claimant accepted that she had been invited.
53. I find that this was not a breach of the implied term of trust and confidence between employer and employee.

Constant Bullying

54. The claimant referred to constant bullying from LG but the evidence presented to the Tribunal by the claimant does not support this allegation.
55. Mr Kayibanda referred in his cross examination of LG to a letter dated 26 November 2018 (page 70) from Mr Yadam to the claimant acknowledging receipt of her complaint letter of 12 November. He cited the penultimate sentence of that letter which read, "It might be worth mentioning that LG has given in her notice and will soon be leaving her employment with this company". Mr Kayibanda put it to LG that this meant that Mr Yadam was acknowledging that LG had bullied the claimant. LG quite properly said she could not comment on any ulterior meaning of that sentence. She said it was factually correct at the time but she had in fact withdrawn her resignation and was still employed by the respondent. I note that Mr Kayibanda did not raise this point in cross examination with Mr Yadam who wrote the letter and who could have commented. I can place no evidential weight on this letter.
56. I do not find that the claimant was the victim of constant bullying by the respondent and/or its employees.

Performance Meeting

57. Having been confirmed in her role on 11 July 2018, the claimant had several one to one meetings with Mr Yadam. She accepted in cross examination that some concerns had been raised about her performance and that she had made some mistakes (pages 161-164).
58. Mr Yadam held a performance review meeting with the claimant on 4 October and confirmed the content of that meeting in a letter dated 5 October 2018 (page 111-113). The letter suggested a further review meeting on 4 November to discuss the claimant's progress, and concluded by expressing the belief that the claimant would improve on the points raised and offering the support of the Management Team. Mr Yadam was not challenged in cross examined on this letter or its conclusion. His evidence was that he intended to go through a full Performance Review process, but had no intention of dismissing the claimant in October 2018.
59. The claimant said that she found the meeting on 4 October humiliating and that it was this meeting alongside the "overbearing supervision" of LG which triggered her resignation.

Claimant's resignation

60. The claimant resigned by letter dated 5 October 2018 sent to Mr Yadam (page 53). This letter stated, "Please accept this letter as notice that I will be resigning from my position as Head Housekeeper... one month from 5 October 2018. Thank you for the support and the opportunities you have given me". There was no mention of any of the allegations now raised by the claimant nor any indication that she felt compelled to resign in any way.
61. I asked the claimant why she had not mentioned any of her complaints in the resignation letter. She said she did not know why this was; she had

thought she would get over it. However, that was not consistent with her evidence that she had intended to bring a Tribunal claim at that stage.

62. Mr Yadam said in his evidence which was accepted by the claimant that she had worked out her notice (and a few extra days); that he had paid for a leaving party and a gift which she had accepted. The claimant said that he had gone to the party for the sake of her colleagues and had not wanted to be rude in refusing the leaving gift. The claimant accepted in her evidence that she had told colleagues that she was leaving so as to study Business Management, but then did not have the necessary documents so had not commenced her course.
63. I asked the claimant why she had resigned. She said that she had felt humiliated by the performance review meeting on 4 October and that she had been overworked and under stress and pressure and could not handle this and the overbearing supervision she was under. She accepted that the meeting on 4 October was the trigger to her resignation. She acknowledged that Mr Yadam had given her time to reconsider her position but she had decided that she was bringing a Tribunal claim and did not want to withdraw her resignation.

## Conclusion

*Had the respondent breached the implied term/duty of trust and confidence between employer and employee, which entitled the claimant to terminate the contract (section 95 (1) (c) Employment Rights Act 1996 (ERA)?*

64. Based on the findings of fact set out above I find that the respondent had not breached the implied term of trust and confidence. None of the claimant's allegations amounted to such breaches either individually or cumulatively.
65. The case of **Western Excavating (ECC) Ltd v Sharp [1978] ICR 221 CA** held that there must be a "*significant breach going to the root of the contract of employment or which shows that the employer no longer intends to be bound by the essential terms of the contract*". There was nothing in any of the conduct complained of by the claimant which met this test. The case also stated that an employee is not entitled to resign and claim constructive dismissal merely because the employer has acted unreasonably.
66. As regards the emails and performance management/supervision process, this was a legitimate part of any employer's role and did not indicate an intention not to be bound by the contractual terms. I have not found in the claimant's favour as regards the allegations against LG of bullying or bad faith.
67. Mr Kayibanda cited the **Malik** case in his submissions but that relates to the question of the nature of the implied term that employers conduct themselves so as not to destroy confidence and trust: namely the concept of stigma attaching to employees because of their employer's misconduct or fraud. It is not relevant to this case.
68. Mr Kayibanda also cited various cases relating to employees being subjected to unacceptable verbal abuse, but the facts in those cases are

very different to the findings of fact in this case and so again it is not relevant.

*Was the claimant's resignation in response to such breaches?*

69. Further, even if I were to be wrong on that point, the claimant's own evidence was that she resigned because of the performance review meeting on 4 October 2018 and because of the stress and pressure she was under and would continue to be under to improve. The other incidents she complained of as regards the "stupid" and "monkey" comments even if they did occur, all happened much earlier in 2018 and the claimant had not raised any complaints and indeed had forgotten to mention the "monkey" comment at all in her complaint letter.
70. The claimant was clearly under pressure in her role as Head Housekeeper and her relationship with LG appeared to deteriorate following her taking on that role, when LG was her line manager. The claimant was understandably concerned about the performance review meeting, but rather than attempt to address the issues, she chose to resign. The Tribunal have found that she was not entitled to do so and so her claim for constructive unfair dismissal does not succeed.

Employment Judge - Henderson

Date: 22<sup>nd</sup> August 2019

JUDGMENT & REASONS SENT TO THE PARTIES ON

23/08/2019

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FOR THE TRIBUNAL OFFICE