EMPLOYMENT TRIBUNALS

Claimant **Respondents**

Miss Mowe Saha **v** **Capita PLC**

Heard at: London Central **On**: 14 October 2019
In chambers: 15 October 2019

Before: Employment Judge Lewis
Ms L Chung
Mr I McLaughlin

Representation

For the Claimant: In person

For the Respondents: Mr D Maxwell, Counsel

JUDGMENT

1. The claim that the claimant was subjected to a detriment for whistleblowing is not upheld.

RESERVED REASONS

The appeal and issues

1. In a reserved judgment and reasons sent out on 16 March 2017, this tribunal upheld a claim for unfair dismissal under s98(4) of the Employment Rights Act 1996, but ordered that 80% be deducted from the claimant's basic award for conduct prior to dismissal and 80% from her compensatory award for contributory fault. Various other claims, including for whistleblowing detriment under s47B and automatic unfair dismissal for whistleblowing under s103A were not upheld.

2. The claimant appealed. The EAT allowed the appeal on one point, ie that the tribunal failed to consider whether the claimant had made a protected disclosure in her email of 1 December 2015 under category s43B(1)(b), ie

failure to comply with a legal obligation. The tribunal had only addressed whether the 1 December 2015 email contained a protected disclosure under the category s43B(1)(d), ie danger to health and safety.

3. We add for clarity, that the legal obligation in question was that to give weekly rest breaks under the Working Time Regulations 1998 (WTR). Regulation 11(2) says that a worker is entitled to either two uninterrupted rest periods each of not less than 24 hours in each 14-day period or one uninterrupted rest period of not less than 48 hours in each such14-day period.

4. The EAT stated that the tribunal 'should hear evidence and make findings of fact relevant to the determination of the claim asserting detriment on the ground of an alleged protected disclosure within the meaning of ERA section 43B(1)(b) in the email of 1 December 2015 of a likely breach of the WTR'. . In other words, the tribunal must decide first whether there was a protected disclosure and second whether the claimant was subjected to a detriment because of that.

5. A preliminary hearing was held on 11 January 2019 to discuss what the issues would be for the remitted hearing and whether evidence would be necessary. The parties agreed that no fresh oral evidence would be necessary. However, the respondents would provide the claimant with the attachment to the email dated 9 December 2015 if it still existed. Essentially this was 'last years' time-table'. This document was subsequently produced, although the claimant thinks it has been doctored. We will address this later.

6. It was also agreed at the preliminary hearing on 11 January 2011 that the EAT had only remitted the detriment claim, ie the without prejudice offer on 4 December 2015, and not the dismissal claim.

7. The issues for the remitted hearing today were agreed as follows:

    7.1 Did the claimant make a protected disclosure in her email 1 December 2015 regarding a likely breach of the WTR 1998, s43B(1)(b), ie:

    7.2 Was it a disclosure of information?

    7.3 Did the claimant reasonably believe it tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject? The legal obligation in question is the requirements of the WTR 1998.

    7.4 Did the claimant reasonably believe it was made in the public interest?

    7.5 Was the disclosure made in good faith? (This is relevant only to compensation.)

7.6 Was the claimant subjected to a detriment on 4 December 2015? The alleged detriment is making a 'without prejudice' offer including the way it was made on 4 December 2015.

7.7 If so, was this on the ground that she made a protected disclosure?

8 For the first time, the claimant at the outset of the remitted hearing said that she wanted the hearing to cover her dismissal claim too, because she saw it as intimately connected with the detriment claim. She also wanted the tribunal to reconsider the amount of the deduction for contributory fault. The respondents opposed these applications.

9 Having regard to the wording of the EAT judgment, the tribunal told the claimant that the issue of contributory fault on the unfair dismissal claim was clearly not covered and we would not deal with it. Regarding the whistleblowing dismissal, the tribunal believed this also was not within the scope of what the EAT had remitted. However, it was agreed that the best approach was to listen to what the claimant and respondents wanted to say about (i) whether the EAT remission covered dismissal and (ii) whether the reason or principal reason for dismissal was the remitted alleged protected disclosure. The tribunal will then reconsider the EAT decision.

10 Moving on to the matters which the tribunal had to decide, we had before us the original reserved judgment with reasons, the amended grounds of appeal, the EAT's decision, a written skeleton from each of the parties, and about 30 pages of documents which the parties agreed they wanted the tribunal to see.

Was the issue of dismissal remitted by the EAT?

11 It is not clear whether the EAT was intending to remit to the tribunal the matter of dismissal as well as of the 'without prejudice offer' detriment. The EAT uses the word 'detriment' and s47B (which refers to detriment) in several places. Nowhere does it refer to 'automatic unfair dismissal' or section 103A. On the other hand, in the Rider to the rule 3(10) order, which the claimant showed us, the EAT refers (and refers only) to the 'detriment of dismissal'. While a dismissal can be characterised as a 'detriment', that is not how this claim was put. On balance, we believe that the issue of dismissal for whistleblowing was not remitted to this tribunal. However, in case we were wrong on that, we told the parties we would deal with it in full and we have done so.

Fact-findings

12 By agreement, we did not hear new evidence. However, it was agreed that we look at a new document which was disclosed after discussion at the preliminary hearing. At that point, it was called 'Last year's timetable'

(page 551a in the bundle for the remitted hearing) and we listened to the claimant's comments on this.

13 We are not going to repeat all the detailed evidence and fact-findings set out in our original decision, but these can serve as context for the present decision.

14 The respondents are a well-known international outsourcing company. At the time of the relevant events, they had approximately 82,000 employees world-wide. They had 12 divisions and 250 subsidiary trading businesses, each of which were separate entities.

15 The claimant worked from February 2014 as an Assistant Management Accountant in the Group Management Accounts team, having transferred from a more junior position with one of the subsidiaries in a redundancy situation. The claimant worked in a team of 18 and her line manager was Janine Dreyer. Ms Dreyer reported to Simon Mayall, the Deputy Group Financial Controller. The Group Financial Controller was Clare Waters, who in turn reported to Nick Greatorex, the Group Finance Director. Mr Greatorex sat on the main Group Board and reported to the Chief Executive.

16 The claimant's work comprised monthly reconciliation of balance sheet accounts and monthly reporting work.

17 The claimant's contract said that her normal working hours are 9 am – 5.30 pm Monday – Friday with an hour for lunch but that in order to be flexible, she may be required to work additional hours from time to time, for which payment is discretionary. In her offer email dated 31 January 2014, Ms Dreyer said:

'There are a few points … that you should consider before accepting the position:

- There are times in the month when the team is expected to work longer hours than the standard 9 am – 5.30 pm core hours.
- Financial year-end processing and reporting periods, working hours are extended to very late in the evening and weekends.
- We work to strict deadlines that have to be met …

If you wish to talk to me about any of the above points, please let me know and I will give you a call to discuss.'

The claimant responded that she would be delighted to accept the offer and 'I completely understand the need for longer hours and the strict deadlines, and I am perfectly happy with that.'

18 As indicated in the offer email, longer hours and weekend working was expected at year-end. The claimant's first year-end in the role was January 2015. In our original decision, we made these findings about the hours worked:

> ’30. As Ms Dreyer signalled to the claimant when offering her the job, longer hours and weekend working were expected at year-end. Thursday 1 January 2015 was taken as a day off being the New Year Bank Holiday. The team then worked Friday 2 January 2015, and from Monday 5 January 2015 through to Friday 16 January 2015. A couple of people came in over the first week-end, but not the full team. The claimant came in on the Saturday (3 January 2015) but not the Sunday. Although the claimant told us she worked the whole week-end, Ms Dreyer disputes this, and the claimant’s email of 8 January 2015 only refers to working the Saturday.
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> 31. The claimant says the core hours of the team over this period were 9 am – 9 pm Monday – Friday (5 pm on the final Friday) and 10 am – 6.30 pm Saturday – Sunday with half an hour for lunch and 45 minutes for dinner which was brought in. We find this is broadly correct, but there were days when the claimant and her colleagues were allowed to leave earlier, as indicated for example by the email dated 8 January 2015, referred to below. Employees were allowed to leave their desks to make tea and coffee or go for a cigarette.
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> 32. Ms Dreyer said that everyone was given two days off in lieu. She said that two days in lieu of the interim worked weekend were always offered apart from one year when the team opted for a cash payment instead, but that was not 2015. The claimant denied this. On balance we find the two days in lieu were offered. Mr Mayall gave very specific evidence that the entitlement was introduced by Ms Waters three to four years previously.’

19 We see no reason to disturb this finding. The reasoning still holds. Indeed, at the remitted hearing, the claimant admitted that she did not work on Sunday 4 January 2015. She argued instead that she had originally been scheduled to work on Sunday 4 January, but that ‘we were given the Sunday off because we were ahead of time’.

20 The document appears to be a schedule for work in the period 10 – 16 January 2015. The claimant argues it has been doctored because it omits the previous week and because the code number of one of the large companies she was working on is not listed. We cannot make any assumptions based on such little evidence. There could be all sorts of reasons why that company was not in the original schedule. This was just a plan and we have heard no evidence about how it was put together. There are numerous other missing numbers. That may be because such companies no longer existed or it may be that they did exist, but were not listed on this document for other reasons.

21 On the balance of probabilities, we find that the claimant was not originally scheduled to work on the Sunday. It is not something she said at the original hearing. At the original hearing, she said she did work the Sunday. The tribunal found she did not. At the remitted hearing, the claimant said for the first time that although she did not work the Sunday, she had been scheduled to work it. Even taking account of the fact that document 551a is incomplete, we do not find the claimant’s evidence can be relied on, on this point. Her evidence was inconsistent.

22 On 19 November 2015, there was a team-meeting to discuss arrangements for the year-end accounting process. The proposal was to work 12 days, ie from Monday 4 January 2016 – Friday 15 January 2016.

23 On 1 December 2015, the claimant emailed Mr Mayall with a copy to Ms Dreyer, Ms Waters and Mr Greatorex. The email, which is the first alleged protected disclosure, reads as follows:

> 'Please be advised that I will not be working the extended hours at year-end this year.
>
> The reasons behind my decision are that:-
> This is detrimental to my health given the fact that we worked approximately 76 hour weeks last year without a day's break (9am – 9pm weekdays, 10 am – 6pm weekends from 1 Jan to 15 Jan, 9am – 5.30 pm on 16 Jan 2014)
>
> This is against the working time regulations which means the right to one day off a week.
>
> It is not unreasonable to expect that we should have been compensated for these excessive working hours – a slice of cake and the chance to go home at 5pm instead of 5.30 pm on one particular Friday afternoon is, in no way, compensation for the effort put in by our team.
>
> I'm sure you are very disappointed with this but I have considered my position on this matter very carefully, and I do not expect to suffer any detriment as a result of my decision.
>
> Four weeks notice should provide ample time for you to address any impact on the year-end process.'

24 The claimant had read the Working Time Regulations before she wrote this email.

25 Mr Mayall replied on 3 December 2015 to say 'this is something we need to discuss'. He found the tone of the email curt and abrupt and felt it was another example of the claimant's challenging nature and the difficulty in the working relationship. He decided to offer her £10,000 to leave.

26 Mr Mayall and the claimant met on 4 December 2015. These were our findings about the meeting in our original decision.

> 'The meeting on Friday 4 December 2015 was attended by Mr Mayall, Ana Maru from HR and the claimant brought a work colleague from a different department, Lizzie O'Brien. No one took notes as Mr Mayall said no notes should be taken. However, Ms Maru jotted down her recollection of the meeting later that day and emailed it to Mr Mayall. Initially there was a discussion about the refusal to work year-end hours. This was not a discussion regarding whether the claimant would work any extended hours at all. It was simply the claimant stating that she would not do so and that she had copied in Mr Greatorex as no one would listen to her and she would not speak to Ms Dreyer because she did not have a great working relationship with Ms Dreyer. She also did not feel comfortable discussing

> the matter with Mr Mayall or Mr Waters as she felt nothing would change regarding the year-end arrangements.
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> Mr Mayall then said he would like to make the claimant a 'without prejudice' offer to terminate her employment in return for £10,000. He said he would give her a day to think about it. When her witness protested at the short amount of time, he extended this to Monday. He said that after close of play on Monday, the offer would be withdrawn and it would then be necessary to look at the working relationships as the claimant had said she did not feel comfortable talking to managers. He also said they would have to manage her absence. Mr Mayall said they accepted the claimant opting out of the additional hours and they would find a way to manage this, though it would impact on her bonus as it was one of her objectives. Ms Maru's notes record that Ms O'Brien sought – and received - confirmation at the end of the meeting that if the claimant did not accept the offer, the only impact would be on her bonus and the need to improve the work relationship.
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> Mr Mayall emailed the claimant at 12.53 on Monday 7 December 2015 to confirm the offer was open until close of business…'

27 We were given no evidence at the remitted hearing to change these findings.

28 The claimant emailed Mr Greatorex two hours after Mr Mayall's 7 December email alleging 'blackmail'. 20 minutes later, she copied in the Group Chief Executive and the joint Chief Operating Officers. The following exchange of emails is set out in the original decision and was not disputed at the remitted hearing.

29 On 11 December 2015, Mr Mayall emailed the claimant stating that her conduct sending emails to Mr Parker, Ms Marriot-Sims, Mr Gysin and Mr Greatorex was disruptive to the entire Group at a particularly busy period. He therefore required her not to send any further emails to any member of the Group Board regarding her concerns about her working hours and year-end arrangements. She should raise all matters first with her line manager and if she felt her needs were not being met, escalate to him.

30 The claimant responded at 5.06 pm with a copy to Mr Greatorex. She said 'I have the right to approach the Board without being berated by you.'

31 On 15 December 2015, the claimant was dismissed. Her appeal was unsuccessful.

The law

32 Under Employment Rights Act 1996, s103A, it is automatic unfair dismissal if the reason or principal reason for dismissal is that the employee made a protected disclosure. Under s47B a worker has a right not to be subjected to any detriment by any act, or any deliberate failure to act, by her employer done on the ground that the worker has made a protected disclosure. Under s43B(1)(b), a 'qualifying disclosure' means

any disclosure of information which, in the claimant's reasonable belief was in the public interest and tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject

33 The concept of 'information' as used in s 43B(1) is capable of covering statements which might also be characterised as allegations. Section 43B(1) should not be glossed to introduce into it a rigid dichotomy between 'information' on the one hand and 'allegations' on the other. In order for a statement or disclosure to be a qualifying disclosure according to this language, it has to have a sufficient factual content and specificity such as is capable of tending to show one of the matters listed in subsection (1). (Kilraine v LB Wandsworth [2018] IRLR 846, CA)

34 The question is not whether disclosure was in fact in the public interest, but whether the worker believed at the time that it was, and if so, whether that belief was reasonable. What can reasonably be believed to be in the public interest depends on the circumstances of the case. Relevant factors could include the numbers in the group whose interests the disclosure served; the nature of the interests affected and the extent to which they are affected by the wrongdoing disclosed; the nature of the wrongdoing disclosed; and the identity of the alleged wrongdoer. Where the disclosure relates to a breach of the worker's own contract of employment, there may nevertheless be features of the case that make it reasonable to regard disclosure as being in the public interest as well as in the personal interest of the worker. (Chesterton Global Ltd (t/a Chestertons) v Nurmohamed [2017] IRLR 837, CA.)

35 The respondents made updated legal submissions since the original hearing. The claimant showed the tribunal Nejjary v Aramarl Ltd UKEAT/0054/12, which she put forward as authority for the fact that the tribunal must not supply a reason for the employer's actions which the employer had not adopted at the time. As we explained, this concerned a different piece of employment law. However, we fully accept that it is not for the tribunal in a whistleblowing claim to invent reasons which the employer might have had for its actions.

Conclusions on the remitted issues

Issue 7.2: What information was disclosed in the email of 1 December 2015?

36 The email of 1 December 2015 was addressed to Mr Mayall with a copy to Ms Dreyer, Ms Waters and Mr Greatorex.

37 The first piece of information which the claimant disclosed here was the hours and days worked from 1 – 16 January 2015. We accept this was information.

38 The claimant argues that she also disclosed information that similar hours would be required in 2016. This relies on the first sentence, ie 'Please be

advised that I will not be working the extended hours at year-end this year'. Although this is not explicit, the claimant says the reader would have been aware from the context and team meeting on 19 November 2015.

39 We accept that a sentence can both convey information and contain an allegation or complaint. The question is whether in this instance it contained information. It did not do so on its face. It is extremely vague. It would have been clearer had the claimant said, for example, 'We have been told we must work extended hours at year end 2016 and I do not intend to work these'. We find this matter finely balanced. However, on balance, we find that the sentence implicitly conveyed information about the expected hours in 2016.

Issue 7.3: Did that information in the claimant's reasonable belief tend to show a past or likely future breach of the WTR?

40 Although most of the case focused on whether the claimant's disclosure was about whether the respondents were likely in the future to fail to comply with the WTR, for completeness, we shall also address whether in her reasonable belief it tended to show that the respondents had in the past failed to comply with the WTR.

41 Dealing first with 2015, we find that the claimant did not have a reasonable belief that the information in her 1 December 2015 email tended to show the respondents had failed to comply with the WTR and provide mandatory weekly breaks in the past. The claimant's description of the 2015 hours in point 1 of her email was inaccurate. No one worked 1 January 2015. The claimant also did not work 4 January 2015. We do not think it reasonable for the claimant to found her belief on inaccurate information. She had taken the trouble to look up the WTR. It would have been reasonable also to check she was accurate about the days which had been worked the previous year. The claimant is a highly intelligent person whose job involved accuracy and attention to detail. She was making a serious allegation founded upon a precise calculation of days worked.

42 In 2015, the claimant in fact worked only 12 days in succession, from 5 – 16 January 2016. This did not entail a breach of the WTR and, to answer the relevant question, it would not have been reasonable for the claimant to think that it did. It only involved working across one week-end. The WTR state clearly in a single sub-paragraph that the entitlement is to twice 24 hours within a fortnight or one period of 48 hours within a fortnight. The claimant never said where she had looked up the WTR, or that she had misunderstood them, and she never argued that her source of information was inaccurate.

43 Even if the claimant had said she misunderstood the WTR, we would not have found that reasonable. We are aware she is not a lawyer, but if she had got as far as finding the actual regulations and the appropriate

individual regulation, we feel she would have understood it or reasonably should have understood it. As we have said, she is an intelligent and educated person. The relevant wording in reg 11 is clear enough. Moreover, if the claimant was going to rely on the WTR and she had any doubts, we would have expected her to take advice or carry out further research.

44 In any event, as we have said, she did not argue to the tribunal that she had misunderstood her source.

45 Regarding the claimant's belief as to what would factually be likely to happen in 2016, we find that she believed the days would be the same as in 2015, ie 12 days. Indeed, to the extent there was any precision in the discussion, she was told it would be 12 days ie Monday 4 January – Friday 15 January 2016, again across one week-end.

46 The tribunal sought to argue at the remitted hearing that she understood she was going to have to work across two week-ends. We cannot see any reasonable basis for thinking that. We have already explained why we do not accept that the claimant was originally scheduled to work Sunday 4 January 2015. Therefore we do not accept she can have had a reasonable belief that the same would happen in 2016. Indeed, even if she had originally been scheduled to work 4 January 2015 (which we do not accept), that is not what she was in the event required to do. Therefore it would not be reasonable to anticipate she would be required to do that in 2016. Finally, she was explicitly told in the 19 November meeting that the expectation was 12 days.

Issue 7.4: Did the claimant reasonably believe disclosure was made in the public interest?

47 We accept that making a disclosure about an employer's past or likely future breach of provisions in the Working Time Regulations about hours could be in the public interest. In this instance, we do not think the claimant could reasonably think such disclosure was in the public interest because it was founded upon an incorrect and unreasonably held view that working 12 consecutive days without a break was contrary to the WTR. However, this is not the main reason why we believe the claimant did not reasonably believe disclosure was made in the public interest.

48 We are aware that an employee can make a disclosure which she reasonably believes to be in the public interest even if she is also thinking of her own interests. However, we do not believe that the claimant was thinking of the interests of other people at all. She was entirely focusing on her own interests. In the 1 December 2015 email, the first reason she gave was that the extra hours would be detriment to her health. It is only later in the email that she uses the word 'we' and mentioned 'compensation for the effort put in by our team', we find this was simply a way of bolstering her own position. This was reinforced by her general way of conducting herself and discussing the issue. As we said in our

original decision, her general discussion of the matters also reinforces our view that she was thinking only of her own desire not to work the year-end hours. To the extent that she occasionally mentioned her colleagues also being exhausted, exploited and unpaid, it is clear from the context that she said this merely in passing to bolster her own interests.

49 For all these reasons, we find that the claimant did not make the remitted protected disclosure and the claim fails. In case we are wrong on this, we will go on to consider the remaining issues.

Issue 7.5: Was the alleged disclosure made in good faith?

50 This issue does not need deciding, because of our previous finding. However, we note that we previously found that the raising of these issues was in good faith and the respondents do not ask us to change this finding in the current context.

Issue 7.6: Was the claimant subjected to a detriment on 4 December 2015?

51 The alleged detriment is making a 'without prejudice' offer including the way it was made on 4 December 2015. We addressed whether the offer was a detriment in our original decision, though in the context of the claim under ERA s45A(1)(a) (b) and (f). We have asked ourselves whether our view is any different on the assumption that the claimant had made a protected disclosure as in the remitted claim. Our view is the same, that the offer was not a detriment. The same reasons apply and we cannot see any logical reason for differentiating.

Issue 7.6: Was the claimant made the 'without prejudice' offer on the ground that she made a protected disclosure?

52 We have found there was no protected disclosure and moreover that the without prejudice offer was not a detriment. However, we have thought about whether, if we are wrong on both those points, the reason for the offer was that the claimant had made the protected disclosure.

53 We have carefully considered our findings in the original decision as to why the 'without prejudice' offer was made. We have imagined a context whereby the claimant's email of 1 December 2015 was a protected disclosure on the remitted basis. We cannot see how this would change our conclusions. To summarise, although we also refer back to the original decision in full, the essential reason for the without prejudice offer was that there was an evident breakdown in the working relationship between the claimant and her line manager which showed no signs of improving. The claimant had rejected offers of mediation and she continued to be confrontational. What upset Mr Mayall about the 1 December 2015 email was its confrontational tone. Reading the claimant's 1 December 2015 email ourselves, we find it entirely credible that it would be perceived by Mr Mayall as confrontational in its style. Mr Mayall accepted that the claimant did not want to work the hours. Mr Mayall said

in his email 8 December 2015 for example 'Your decision whilst disappointing is noted and accepted'.

Dismissal

54 For reasons we have explained, we do not believe the EAT remitted the question of automatic unfair dismissal for whistleblowing back to this tribunal. In case we are wrong, we have thought about this matter too. Again, although we do not believe there was a protected disclosure, we have considered whether, if it was a protected disclosure, the reason or principal reason for dismissal was such disclosure. Alternatively, if it was a detriment, whether it was materially influenced by the protected disclosure.

55 Again, there is no reason to depart from our original findings as to the reason for dismissal. We made positive findings on this. Mr Mayall's reason for dismissal was supported by the evidence in front of him and we found it credible that those reasons were in his mind. His reason was that the communication between the claimant and her managers had patently broken down. It showed no signs of improving. The claimant increasingly by-passed Ms Dreyer. She questioned every instruction. She frequently escalated to higher levels. She rejected the offer of mediation. In the meeting on 4 December 2015, she said she did not have a great working relationship with Ms Dreyer. Ms Dreyer was meanwhile becoming ill over the matter. The tone of the 1 December email was just another example. Mr Mayall felt the respondents could work around the claimant's unwillingness to work the two weeks, but the problem was the relationship. The claimant did not accept the offer to leave on agreed terms. She then displayed the same behaviour by escalating her complaint to Mr Greatorex and the Chief Exec and two Chief Operating Officers before Mr Greatorex had the chance to respond. She ignored Mr Mayall's instruction to deal first through the chain of line management.

56 We are conscious that there is a delicate line between dismissing someone because they have made a protected disclosure and dismissing them because of the way they made the disclosure. It undermines the legal protection to accede too readily to a respondents' argument that it is the way an employee raises the matter which has led to its action. However in this case, we find the evidence overwhelming that the reason for dismissal was the breakdown of working relationships and the claimant's mode of communication over a long period of time.

57 We do not find it a factor that the claimant had made any protected disclosure. Mr Mayall and the respondents were prepared to accommodate her not working the particular days.

58 The appeals officer did not investigate events prior to 1 December 2014 and only looked at correspondence from that date. We found that unfair. However, there was sufficient in that correspondence to demonstrate the

breakdown of the working relationship, and we therefore found his evidence credible that that was the reason why he rejected the appeal.

Employment Judge Lewis
15th Oct 2019

Sent to the parties on:17 Oct 2019

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For the Tribunals Office