



# EMPLOYMENT TRIBUNALS

**Claimant:**  
Mrs A Saiyid

v

**Respondent:**  
The Chancellor, Masters and  
Scholars of the University of  
Oxford trading as Oxford  
University Press

**Heard at:** Reading

**On:** 2 September 2019

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

## **Appearances**

**For the Claimant:** Mr P Michell (counsel)

**For the Respondent:** Mr K Wilson (counsel)

## **JUDGMENT**

1. The tribunal does not have jurisdiction to hear the claimant's claims against the respondent.
2. The claimant's claims are dismissed.

## **REASONS**

### **Introduction and parties**

1. The claimant worked as the head of Oxford University Press Pakistan from 12 July 1988. She was dismissed on 7 December 2018.
2. By a claim brought on 2 October 2018 after early conciliation from 20 August 2018 to 4 September 2018, the claimant complained of sex, race and age discrimination and unauthorised deduction from wages. The claim was given number 3335401/2018.
3. The respondent was named in the claim form as Oxford University Press. The correct name of the respondent is The Chancellor, Masters and Scholars of the University of Oxford trading as Oxford University Press.
4. In the claim form the claimant named a second respondent, Oxford University Press Pakistan. The complaint against this respondent was not accepted by the tribunal. The claimant did not provide a correct Acas early conciliation

number for this respondent. Although the claim form included an Acas early conciliation number for the second respondent, it was the same number as for the first named respondent, Oxford University Press, and the only prospective respondent named on that certificate was Oxford University Press. As the claimant failed to provide an Acas early conciliation number for the claim against Oxford University Press Pakistan, the claim against Oxford University Press Pakistan must be rejected under rule 10(1)(c) and rule 12(1)(c) of the Employment Tribunal Rules of Procedure.

5. A second claim by the claimant was accepted by the tribunal on 20 February 2019 and given case number 3303473/2019. The claim form was identical to the form in the first claim and it appears that this claim is a duplicate which was accepted by the tribunal in error.
6. The second claim was accepted against Oxford University Press only; the claimant was informed in a notice dated 20 February 2019 that the complaint against Oxford University Press Pakistan had been rejected because no Acas Early Conciliation certificate had been provided for this respondent. The claimant did not apply for reconsideration of the rejection of that part of her claim.
7. The ET3 and grounds of resistance in the first claim was sent to the tribunal and the claimant on 1 March 2019 and in the second claim on 20 March 2019. Both were on behalf of (1) Oxford University Press and (2) Oxford University Press Pakistan.

### **Hearing and evidence**

8. A public preliminary hearing was listed to decide the issue of territorial jurisdiction. This took place before me on 2 September 2019.
9. The respondent prepared a bundle for the preliminary hearing with 279 pages. The claimant prepared a bundle of documents which were exhibited to her witness statement, this had 84 pages. There was some overlap between the two bundles. In this judgment I refer to the pages in the respondent's bundle as R1 etc and in the claimant's exhibit as C1 etc.
10. At the hearing, additional documents were provided by the claimant and these were added to the claimant's bundle at pages C85 to C91.
11. At the hearing I heard evidence from the claimant and from Mr Adrian Mellor, Managing Director of the respondent's Asia Education Division. Both had prepared witness statements which I read.
12. Both representatives provided written and oral submissions during the course of the hearing and submitted separate authorities bundles (again there was some overlap).

### **Issue for determination**

13. The issue for determination by me is set out in the tribunal's letter of 25 May 2019: whether the tribunal has territorial jurisdiction to hear the claimant's complaints.

## **Findings of Fact**

### OUP and OUPP

14. Oxford University Press (OUP) is the world's largest university press, publishing books and materials in 188 countries and in more than 40 languages. It has a large network of branches and regional offices in more than 50 countries around the world.
15. OUP is not a legal entity in itself, it is a department of the University of Oxford. Its formal legal title is "the Chancellor, Masters and Scholars of the University of Oxford trading as Oxford University Press". The University of Oxford appoints OUP's chief executive as its attorney to act on its behalf connection with OUP.
16. OUP's headed paper has a footer which states that OUP 'furthers the University's objective of excellent in research, scholarship and education by publishing worldwide'. As a branch of the University of Oxford, OUP has a strong association with Great Britain.
17. The Asia Education Division of OUP includes branches in Pakistan, India, Malaysia and China. The Pakistan branch of OUP is based in Karachi. It has regional offices in Lahore and Islamabad and shops and offices in around 11 locations across Pakistan. It is referred to as Oxford University Press Pakistan or OUPP. In August 2019 it employed 378 employees. It has its own management structure and its own HR function.
18. OUPP is not a separate legal entity, either in the UK or in Pakistan (page C85). OUP is registered as a foreign firm operating in Pakistan (page R1). As with other OUP branch offices, OUP's chief executive grants a power of attorney to the managing director of OUPP to enable the running of the business of the branch office.

### The claimant

19. The claimant was the country head of OUPP for almost 28 years and after that she was the chair of OUPP for a further two years. She is highly-respected in the publishing industry and has achieved many honours and awards in recognition of her work, including an OBE awarded by Her Majesty the Queen in 2005, the Chevalier des Arts et Lettres (Knight of the Order of Arts and Letters) awarded by the French Government in 2013 and the Sitara-e-Imtiaz (Star of Distinction) awarded by the President of Pakistan in 2018.
20. The claimant is a national of Pakistan. Throughout her employment, her home was in Pakistan.

21. A power of attorney was granted to the claimant on 6 June 2014 (pages R78a to 78f). It granted the claimant power to take actions in connection with OUP's affairs in Pakistan on behalf of the chief executive, or on behalf of OUP or the University of Oxford. This included the power to employ staff to work for OUPP.

Recruitment and terms and conditions

22. The claimant was recruited in July 1988 following interviews in Oxford. She was in Oxford for about a week for the interviews. She was interviewed by senior managers of OUP including the outgoing and incoming chief executives. The claimant was offered an appointment during the same visit, while she was still in Oxford.
23. The decision to accept the offer of appointment was a big decision for the claimant. When she accepted the role she closed her own successful and growing publishing business. When she made the decision to accept the offer, the claimant believed that her position in OUP was secure and protected by UK employment law. Her view was that employment protection under Pakistan law was weak. The claimant thought that if OUP meant for the laws of Pakistan to apply, they would have said so. She does not however say that she was given any assurances that her employment would be governed by UK law.
24. The claimant signed her appointment letter in Oxford on 12 July 1988. (page R3-5). The letter is on OUP headed paper and states that it sets out 'the terms and conditions of [the claimant's] employment as General Manager of the Pakistan Branch of Oxford University Press'.
25. The terms include the following:

*"1....Oxford University Press will require three months' notice of your intention to leave...*

*2. Your salary package ... will be Rs237,150 pa...Salary review will take place on 1 April each year and will take into account the cost of living in Pakistan and the performance of the Pakistan branch.*

*3. You will become a member of the Pakistan branch Staff Provident fund and Gratuity Fund.*

*...*

*5. You will be entitled to 30 days' privilege leave and 10 days' casual leave each year. You will also be entitled to sick leave according to the Conditions of Service applicable to all Branch Staff.*

*6. You will be responsible to the Director, Branch Headquarters, for the efficient administration and profitable operations of the Branch."*

26. The letter makes no reference to governing law.
27. From April 2017 the branch staff conditions of service for OUPP were contained in a document called the Management Handbook (page R131) and from 19 January 2018 in a document called the Employee Handbook (page R205). It is clear that of these documents were applicable to the claimant, as both contain lists of grades including the 'general manager' (pages R137 and R207).
28. The handbooks contain provisions which are relevant to working life in Pakistan, for example working hours during Ramadan (page R208) and pay during periods of hartal, a form of strike action (page R140).

#### Management of the claimant

29. The claimant's manager, initially the Director of Branch Headquarters, was based in Oxford. The claimant understood from him that she was employed by OUP to look after its branch in Pakistan, that she would report to senior managers in Oxford and that she would be required to travel there frequently for business meetings.
30. During her employment, the claimant's successive line managers were all based in Oxford, other than Mr Mellor who was based in Hong Kong from 2013 to 2017, after which he relocated to Oxford. The claimant's annual performance appraisals were carried out by OUP and most took place in Oxford.

#### Pay and benefits

31. The claimant's terms and conditions provided for her to be paid in Pakistan in Pakistani rupees. She paid tax in Pakistan. She did not pay tax in the UK. OUP determined, approved and paid her salary and conducted annual salary reviews.
32. From 1992 OUP started paying around 25% of the claimant's salary in sterling into her UK bank account. This was at the claimant's request because it made it easier for her to make payments to family in the USA. Later (at some point after April 2000, page C17) this practice was stopped and the 'Oxford payment' was consolidated with the claimant's salary paid to her in Pakistan.
33. The claimant also received a bonus. Prior to 2013 the managing director of OUP's International Division set bonus targets and approved payment of bonuses to general managers of OUP branches worldwide. From 2013, a more standardised structure was adopted. In the claimant's case, the performance of OUPP, Asia Education and the OUP group were all taken into account as part of her bonus targets. Mr Mellor made the decision as to whether the claimant was awarded a bonus each year and if so how much. Bonuses were signed off by the Chief Executive of OUP.

34. The claimant was a member and trustee of the Oxford University Press Pakistan Branch Staff Provident Fund (OUPP's retirement plan). She had no entitlement to a pension under any UK scheme.

Base of work and travel to the UK

35. The claimant was based in Pakistan and worked mainly in Karachi. Her personal assistant was also based in Karachi.
36. The claimant often travelled to Great Britain for work related activities. She visited the UK about 3 times a year, and the trips ranged in length from 7 to 15 days. She was granted 5 year multiple entry visas for the UK (and latterly a 10 year visa). Her visas and travel expenses were paid for by OUP.
37. On her visits to Great Britain the claimant reported to OUP in Oxford on all aspects of OUPP including budgets, pricing, sales etc and met with the chief executive (global) of OUP to discuss OUPP. She attended conferences and meetings with OUP colleagues in and around Oxford about once or twice a year, and academic conferences. She also attended the London Book Fair in 2012.
38. Although the claimant made regular visits to the UK (and elsewhere) for her work, I find that these visits were certainly not of such frequency that she could be described as a 'commuting expatriate' or peripatetic employee. It was clear that her employment was based in Pakistan.
39. The activities carried out by the claimant in the UK were essential for her work as head of OUPP. The business contacts and arrangements she made were vital to her work in Pakistan and enabled OUPP to be successful.
40. The claimant was able to call on the expertise of OUP colleagues for the benefit of OUPP. For example, she arranged for an OUP designer to visit Pakistan to train OUPP's designers. Also, OUPP editors visited OUP in the UK to learn about the publishing process.
41. During her visits to the UK the claimant also frequently met with:
- a) British authors who she commissioned to write school textbooks for OUPP (for which OUPP is the market leader in Pakistan);
  - b) Other publishers for whom OUP acted as agent in Pakistan.

Products and profits of OUPP

42. Although some books sold by OUPP in Pakistan originate in the UK, over 90% originate in or are reprinted in Pakistan.
43. Educational text books published by OUPP are used in Pakistani schools, both in Pakistan and across the world. OUPP's academic publications are exported to many countries worldwide. Most books published by OUPP have worldwide distribution rights, including in the UK and the US.

44. During her time heading up OUPP, the claimant substantially increased the profile and profitability of OUPP. The success of OUPP made a significant contribution to OUP's mission to further the objective of the University of Oxford of excellence in research, scholarship and education by publishing worldwide.
45. Other than for a period of 3 years in the 1990s when OUPP required additional funds to construct an office, the profits made by OUPP were sent to OUP in the UK. OUPP profits amounted to about £8-9 million in recent years.

Changes to the claimant's role and termination of her employment

46. In July 2013 the claimant was appointed to the senior management team of OUP's Asia Education Division and to OUP's management team for Central Asia, the Middle East and North Africa. She had a secondary responsibility for co-ordinating export sales from India and Malaysia, in addition to her role in Pakistan. As part of these roles, the claimant attended senior management meetings including meetings in Oxford.
47. In May 2016 the claimant assumed the role of Chair of OUPP.
48. On 23 August 2017 the claimant signed an agreement which was set out in a letter from Mr Mellor (page R250). This states that it amends her terms of employment. The agreement was signed in Oxford while the claimant was attending a conference organised by OUP. OUP's then HR director brought the agreement to the claimant's room late in the evening for her to sign.
49. The 23 August 2017 agreement provided for the claimant to remain a full-time employee with OUPP until 31 March 2018 and then to be offered part-time employment with reduced responsibilities from 1 April 2018 to 31 March 2020. The claimant's salary and working hours were reduced. She continued to be based in Pakistan and to be paid in Pakistani rupees.
50. Paragraph 14 of the 23 August 2017 agreement provided:

*"this agreement shall be construed in accordance with the laws of the Pakistan [sic] and the parties irrevocably submit to the exclusive jurisdiction of the Pakistan courts."*
51. The claimant felt forced to sign this agreement having been told by the HR director that she would be dismissed and lose her retirement benefits if she did not sign it. In November 2017 the claimant made a complaint to OUP's head of compliance about being required to sign the agreement. I do not have sufficient evidence about the circumstances of this agreement to make a finding that this agreement is void by reason of economic duress.
52. The claimant's employment terminated on 7 December 2018.

**The law**

53. The claimant's complaints are of unauthorised deduction from wages under the Employment Rights Act 1996 and age, sex and race discrimination under the Equality Act 2010.
54. The territorial scope of the protections in the Employment Rights Act and the Equality Act is not expressly set out in either statute; it is to be determined on a case by case basis by reference to case law.
55. The starting point is the decision of the House of Lords in Lawson v Serco [2006] ICR 250. That case concerned territorial jurisdiction in relation to unfair dismissal but the principles are the same for claims of unauthorised deduction from wages (Bleuse v MBT Transport Ltd [2008] ICR 488) and for complaints of discrimination under the Equality Act (Jeffery v British Council [2019] ICR 929, paragraph 2(7)).
56. In Lawson v Serco, Lord Hoffman held that the application of the right not to be unfairly dismissed depends upon the construction of section 94(1) and the application of principles to give effect to what parliament may reasonably be supposed to have intended, including implied territorial limitations. In general, parliament can be understood as having intended that someone who lives and works outside Great Britain will be subject to the employment law of the country in which they live and work, rather than the law of Great Britain.
57. However, there may be cases which are exceptions to this general rule. Lord Hoffman considered in particular the position of peripatetic and expatriate employees. With regard to expatriate employees, he said:-
- “The circumstances would have to be unusual for an employee who works and is based abroad to come within the scope of British labour legislation.”*
58. He gave two examples of those who might come within the scope: an employee who is posted abroad by a British employer for the purposes of a business carried on in Great Britain, and an employee operating within an extra-territorial British enclave such as a military base.
59. In paragraph 37 of his judgment, Lord Hoffman explained further the kind of connection with Great Britain that might be required in the case of an employee who is posted abroad:
- “I think that it would be very unlikely that someone working abroad would be within the scope of section 94(1) unless he was working for an employer based in Great Britain. But that would not be enough. Many companies based in Great Britain also carry on business in other countries and employment in those businesses will not attract British law merely on account of British ownership. The fact that the employee also happens to be British or even that he was recruited in Britain, so that the relationship was ‘rooted and forged’ in this country, should not*



*in itself be sufficient to take the case out of the general rule that the place of employment is decisive. Something more is necessary.”*

60. The Supreme Court in (Duncombe v SoS for Children Schools and Families ([2011] ICR 1312) confirmed that the types of expatriate employees who might come within the scope of British employment law referred to in Lawson v Serco are not closed categories, but examples of exceptions to the general rule. Duncombe concerned British employees of British government/EU-funded international schools abroad, and it was held that, although they did not fall within the examples given in Lawson v Serco, the ‘*very special combination of factors*’ in their case was such that it was right to conclude that parliament must have intended the employees to enjoy protection from unfair dismissal. In reaching this conclusion, Baroness Hale placed particular emphasis on the fact that the employees were employed under contracts which were governed by English law and in international enclaves which had no particular connection with the country in which they were situated.

61. Territorial jurisdiction was considered again by the Supreme Court in Ravat v Halliburton Manufacturing Services Ltd [2012] ICR 389. In that case, Lord Hope identified guiding principles from Lawson v Serco as follows:-

*“Firstly, the question in each case is whether section 94 applies to each particular case notwithstanding its foreign elements. Parliament cannot be taken to have intended to confer rights on employees having no connection with Great Britain at all.*

*Secondly, the employment relationship must have a stronger connection with Great Britain than with the foreign country where the employee works. The general rule is that the place of employment is decisive. But it is not an absolute rule. The open-ended language of section 94(1) leaves room for some exceptions where the connection of Great Britain is sufficiently strong to show that this can be justified. ...*

*It will always be a question of fact and degree as to whether the connection is sufficiently strong to overcome the general rule that the place of employment is decisive. The case of those who are truly expatriate because they not only work but also live outside Great Britain require an especially strong connection with Great Britain and British employment law before an exception can be made for them.”*

62. Assessing whether the employment relationship’s connection with Great Britain is stronger than with the other country necessarily requires a comparative exercise, but what is not required is any comparison of the merits of the local employment law of the employee’s workplace with the employment law applicable in Great Britain. ‘*The object of the exercise is not to determine which system of law is more or less favourable to the employee*’ (Dhunna v CreditSights Ltd [2015] ICR 105).

63. The Court of Appeal has considered the jurisdiction of the employment tribunal to hear claims by employees working outside Great Britain more recently in

British Council v Jeffrey and Green v SIG Trading Ltd [2019] ICR 929, two appeals heard together. Mr Jeffrey lived and worked in Bangladesh, and Mr Green lived in Lebanon and worked in Saudi Arabia.

64. Lord Justice Underhill reviewed the position as now established by the case law and set out a summary of the position for the purposes of the two appeals. He emphasised that this was not intended to be a comprehensive summary of the effect of the decided cases, but to set out the background for the issues to be decided in the two appeals. The issues that I need to determine in this case are similar, and I set out the summary below:

*“1) As originally enacted, section 196 of the Employment Rights Act 1996 contained provisions governing the application of the Act to employment outside Great Britain. That section was repealed by the Employment Relations Act 1999 . Since then the Act has contained no express provision about the territorial reach of the rights and obligations which it enacts (in the case of unfair dismissal, by section 94 (1) of the Act); nor is there any such provision in the Equality Act 2010 .*

*(2) The House of Lords held in Lawson that it was in those circumstances necessary to infer what principles Parliament must have intended should be applied to ascertain the applicability of the Act in the cases where an employee works overseas.*

*(3) In the generality of cases Parliament can be taken to have intended that an expatriate worker – that is, someone who lives and works in a particular foreign country, even if they are British and working for a British employer – will be subject to the employment law of the country where he or she works rather than the law of Great Britain, so that they will not enjoy the protection of the 1996 or 2010 Acts. This is referred to in the subsequent case-law as "the territorial pull of the place of work". (This does not apply to peripatetic workers, to whom it can be inferred that Parliament intended the Act to apply if they are based in Great Britain.)*

*(4) However, there will be exceptional cases where there are factors connecting the employment to Great Britain, and British employment law, which pull sufficiently strongly in the opposite direction to overcome the territorial pull of the place of work and justify the conclusion that Parliament must have intended the employment to be governed by British employment legislation. I will refer to the question whether that is so in any given case as "the sufficient connection question".*

*(5) In Lawson Lord Hoffmann, with whose opinion the other members of the Appellate Committee agreed, identified two particular kinds of case (apart from that of the peripatetic worker) where the employee worked abroad but where there might be a sufficient connection with Great Britain to overcome the territorial pull of the place of work, namely (a) where he or she has been posted abroad by a British employer for the purposes of a business conducted in Great Britain (sometimes*

*called "the posted worker exception") and (b) where he or she works in a "British enclave" abroad. But the decisions of the Supreme Court in Duncombe and Ravat made it clear that the correct approach was not to treat those as fixed categories of exception, or as the only categories, but simply as examples. In each case what is required is to compare and evaluate the strength of the competing connections with the place of work on the one hand and with Great Britain on the other.*

*(6) In the case of a worker who is "truly expatriate", in the sense that he or she both lives and works abroad (as opposed, for example, to a "commuting expatriate", which is what Ravat was concerned with), the factors connecting the employment with Great Britain and British employment law will have to be specially strong to overcome the territorial pull of the place of work. There have, however, been such cases, including the case of British employees of government/EU-funded international schools considered in Duncombe .*

*(7) The same principles have been held by this Court to apply to the territorial reach of the 2010 Act: see R (Hottak) v Secretary of State for Foreign and Commonwealth Affairs [2016] EWCA Civ 438, [2016] ICR 975."*

65. Finally, the majority of the Court of Appeal in Jeffrey considered the question of whether there is a sufficiently strong connection between an employee's employment and Great Britain to be an evaluative judgment based on the underlying facts, but where the evaluation itself is a matter of law. Lord Justice Underhill's view was that in practice the dispositive issue is one of fact, except where the decision falls outside the bounds of reasonable judgment, in which case the issue becomes one of law. All three agreed that this distinction made no practical difference in that case, and Lord Justice Underhill thought it would make no practical difference more generally.

## Conclusions

66. I have applied these legal principles to the findings of fact I have made above to reach the following conclusions on the issue for determination.
67. As a preliminary point, I have considered the identity of the claimant's employer. OUPP is not a legal entity in the UK or in Pakistan. OUPP employs staff by virtue of the power of attorney granted by OUP to the head of OUPP, ie at the time of the claimant's employment, to the claimant herself. I conclude that the claimant could not have been employed by OUPP.
68. The claimant's letter of appointment of 12 July 1988 was with OUP. The agreement reached with the claimant on 23 August 2017, although sent from Mr Mellor's business address in Hong Kong, is on OUP headed paper and has a footer stating 'Oxford University Press is a department of the University of Oxford'.

69. In the circumstances, I have concluded that the claimant was employed by OUP whose legal title is 'the Chancellor, Masters and Scholars of the University of Oxford trading as Oxford University Press'.
70. The claimant lived and worked in Pakistan throughout her employment with the respondent. The general rule is that the 'territorial pull' of her place of work would suggest that she would be subject to the employment law of Pakistan.
71. However, I have found that the claimant had a British employer. This potentially brings her within the category of exceptional cases referred to in Lawson as expatriate employees, whose employment may be governed by British employment legislation.
72. The fact that the claimant had a British employer is not on its own sufficient to take the case outside the general rule. I need to consider whether there are factors connecting the claimant's employment to Great Britain and British employment law which pull sufficiently strongly to overcome the territorial pull of the place of work, and to justify the conclusion that parliament must have intended the claimant's employment to be governed by British employment legislation. To do this, I need to compare and evaluate the strength of the competing connections with Great Britain on the one hand and with Pakistan on the other.
73. The following factors suggest a connection between the claimant's employment and Great Britain:
- a) The claimant was recruited in Oxford;
  - b) OUP, as a department of the University of Oxford, has a particularly strong connection with Great Britain;
  - c) the claimant's line managers were (other than during the period from 2013 to 2017) based in Oxford, most of her annual performance appraisals took place in Oxford, and she reported to OUP's senior managers in Oxford on all aspects of OUPP including budgets, pricing, sales;
  - d) for a period of at least 8 years the claimant received around 25% of her salary in sterling, and at most times during her employment the salary she received in Pakistani rupees was paid and determined by OUP;
  - e) bonus targets were determined and bonuses signed off by OUP in the UK and these included an element related to OUP group performance;
  - f) the claimant travelled regularly to Great Britain for work related activities, during which she met with OUP staff and other business contacts in the UK, and her travel and visas were paid for and arranged by OUP;
  - g) the profits made by OUPP were almost all sent to OUP in the UK;

- h) the success of OUPP made a significant contribution to OUP's mission to further the objective of the University of Oxford of excellence in research, scholarship and education by publishing worldwide.
74. I have next considered factors suggesting a connection with Pakistan (in addition to the fact that the claimant lived and worked in Pakistan):
- a) The claimant's terms and conditions in 1988 provided for her to be paid in Pakistani rupees and said that salary reviews would take into account the cost of living in Pakistan and the performance of the Pakistan branch;
  - b) The salary payments in sterling which were made to the claimant for part of her employment were agreed at her request to assist her with payments to family members;
  - c) The claimant paid tax in Pakistan, she did not pay tax in the UK;
  - d) The claimant was a member and a trustee of the Pakistan branch Staff Provident fund and Gratuity Fund, she had no entitlement to a UK pension;
  - e) conditions of service for OUPP in the Management Handbook and later the Employee Handbook referred to holiday leave by reference to Pakistani holidays;
  - f) the claimant's bonuses were linked to the performance of OUPP and Asia Education as well as there being an element for OUP group performance;
  - g) the claimant's travel to Great Britain for work related activities was essential for her work as head of OUPP. The business contacts and arrangements she made were vital to her work in Pakistan and enabled OUPP to be successful;
  - h) the claimant's appointment in July 2013 to the senior management team of OUP's Asia Education Division and to OUP's management team for Central Asia, the Middle East and North Africa was work for OUP regionally rather than directly for OUP in Great Britain;
  - i) the agreement of 23 August 2017 was expressed to be governed by the laws of Pakistan and to be subject to the exclusive jurisdiction of the Pakistan courts;
  - j) OUPP operates in its own market, and although some books sold by OUPP in Pakistan originate in the UK and many are sold worldwide, over 90% originate in or are reprinted in Pakistan.
75. I note from this comparison that some of the claimant's employment connections with Great Britain are of a type that would be expected for an employee heading up a branch of a global business, including being managed by more senior managers in the 'head office', and regular travel to and reporting to the country in which the head office is based. These do not seem

to me to be exceptional features of expatriate employment by a business in Great Britain.

76. I note also that the arrangements to pay the claimant in sterling were temporary and at her request, and that other than this the claimant's benefits and terms and conditions display a stronger connection with Pakistan (regular salary, pension, holidays).
77. I have considered the governing law clause in the agreement of 23 August 2017 as part of the overall picture but do not consider it to be a key factor in the circumstances of this case.
78. Another connection with Great Britain relied on by the claimant is the financial and indirect benefit which accrued to OUP from the claimant's work. This is linked with the question of whether the claimant was (on the one hand) working in Pakistan as part of, or as a representative of, OUP's business in Oxford or (on the other) working for a business which OUP conducted in Pakistan.
79. This question is similar to the case referred to by Lord Hoffman in Lawson, in which there was a question as to whether the claimant was selling advertising space in the USA as part of the Financial Times' business in London or was working for a business which the Financial Times was conducting in the USA, for example by selling advertising space in the Financial Times' American edition. Lord Hoffman's view was that territorial jurisdiction would not extend to the latter situation.
80. This is a fine distinction and the point seems to me to be also fairly finely balanced in the claimant's case. The financial, reputational and other indirect benefits that OUP derives from OUPP are significant. This, and the fact that OUPP does not have its own separate legal status might suggest that the claimant could be described a representative of OUP's Oxford business, working in Pakistan. This would be a factor suggesting a strong connection with Great Britain.
81. However, on balance, given the nature of OUPP, its size, structure, and market, I have concluded that the claimant's employment can better be described as work for a business which OUP conducts in Pakistan. Her employment relationship was of the type described in Lawson as 'working for a business conducted in a foreign country which belongs to British owners or is a branch of a British business'.
82. I bear in mind that in the light of my finding that the claimant was (in the wording used in Ravat) 'truly expatriate', rather than peripatetic or a 'commuting expatriate', the factors connecting her employment with Great Britain and British employment law must be specially strong to overcome the territorial pull of her place of work.
83. Having carried out this comparison and evaluation, I conclude that the connection of the claimant's employment relationship with Great Britain and British employment law is not sufficiently strong to overcome the territorial pull

of her place of work. While there are certainly factors connecting the claimant's employment relationship and Great Britain, these are not sufficiently strong to justify the conclusion that parliament must have intended the claimant's employment to be governed by British employment legislation.

84. I conclude therefore that the tribunal does not have jurisdiction to consider the claimant's claims and they must be dismissed.

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**Employment Judge Hawksworth**

Date: 6 November 2019

Judgment and Reasons

Sent to the parties on: 13 November 2019

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For the Tribunal Office

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