EMPLOYMENT TRIBUNALS

Claimant: **Miss A Baltrusaityte**

Respondent: **Greenmore Edge Ltd**

Heard at: **London Central remotely by CVP** **On: Friday 15 January 2021**

Before: EJ Hildebrand (Sitting Alone)

Representation
Claimant: In person
Respondent: Mr A Hussain, Director
Miss B Mazerant, Director

RESERVED JUDGMENT

The Respondent made unlawful deductions from the Claimant's wages, failed to pay the Claimant notice pay following wrongful dismissal, failed to pay accrued holiday remuneration due on termination of employment, and was in breach of its duty to the Claimant to give a written statement of initial employment particulars. The Claimant indicated a claim of unfair dismissal in her claim form, for which she had insufficient service, but did not pursue this claim at hearing.

The Respondent is to pay to the claimant the following sums:-
1. £293.05 in respect of unlawful deduction of wages
2. £353.08 in respect of statutory notice pay
3. £1,482.93 in respect of accrued holiday remuneration due on termination of employment.
4. £1,564.00 in respect of 4 weeks wages pursuant to Section 38 Employment Act 2002 for failure to supply initial particulars of employment.
5 The total to be paid by the Respondent to the Claimant is £3,693.06

REASONS

1. The hearing was a remote public hearing, conducted using the cloud video platform (CVP) under rule 46. The parties agreed to the hearing being conducted in this way.

2. In accordance with Rule 46, the tribunal ensured that members of the public could attend and observe the hearing. This was done via a notice published on Courtserve.net A member of the public attended the hearing accordingly.

3. The parties and members of the public were able to hear what the tribunal heard and see the witnesses as seen by the tribunal. From a technical perspective, there were difficulties at the outset. No clerk attended the hearing. The judge found the Respondent present in the room at the beginning of the hearing. The Claimant could not obtain access and after email contact identified that her browser Chrome did not allow access. She moved to Safari and obtained access and the hearing began at 1035.

4. No requests were made by any members of the public to inspect any witness statements or for any other written materials before the tribunal.

5. The participants will have been told in the Notice of hearing that it is an offence to record the proceedings.

The Evidence

6. Evidence was heard from the Claimant and from Mr Hussain and his wife Miss Mazerant both of whom are directors of the Respondent.

7. The tribunal ensured that each of the witnesses, who were in different locations, had access to the relevant written materials. I was satisfied that none of the witnesses was being coached or assisted by any unseen third party while giving their evidence.

The Claims

8. The Claimant made a number of monetary claims against the Respondent. She claimed wages for one week being the first week of the furlough period commencing on 16 March 2020 at the furlough rate of 80% namely £293.05. She claimed Notice pay of one week being £353.08 due on her dismissal. Finally she claimed holiday pay of £1595.28 in respect of her 8.5 months work for the Respondent at an average of 34 hours per week at £11.50 per hour. She also sought an award in respect of the failure to supply a statement of initial particulars of employment. At the beginning of the hearing I explained to the parties that this would be considered under Section 38 of the Employment Act 2002 and the factors I would take into account in deciding whether to make an award and whether if made it would be for two or four week's pay.

9. Although the Claimant had ticked a box to indicate that she claimed unfair dismissal she did not make reference to any monetary outcome from such a claim in box 9.2 by reference to the remedy sought. When I identified the claims at the beginning of the case she did not identify that she wished to claim unfair dismissal based on health and safety reasons. This is in accordance with the vetting of the case which coded it as an unfair dismissal case (UDL) and not as a dismissal for health and safety reasons (HSR) which would have been the case if a claim under Section 100 ERA had been made on the claim form. I accept that the coding for administrative purposes is not determinative for jurisdictional purposes. It does however indicate a judicial assessment of the claim at the vetting stage. Her "Claim Statement," which I understand to have been annexed to the form ET1, refers to the four claims set out above, namely failure to provide written particulars, arrears of pay, notice pay and holiday pay. The relevant statutory authorities have been cited in respect of the claims pursued. Section 100 of ERA is not cited in respect of the qualifying period for a claim of unfair dismissal. In the event that the Claimant had intended to pursue such a claim an application for reconsideration would be the appropriate course of action.

The Response

10. The Claim claim was resisted. The response gave as the start date 10 November 2020 as opposed to the date given by the Claimant, September 2020. The Respondent stated the Claimant had worked 27.5 hours per week and had been overpaid by their accountant by 4.5 hours per week having been paid for breaks. The Respondent explained that from September to November 2020 the Claimant worked for Caffe Double Ltd which had gone into liquidation. The Response also contended that the Claimant had been "let go" on 13 March 2020. On 21 March 2020 when furlough was introduced the Claimant was contacted and not having obtained other work was put back on the books which it was said cost the Respondent £25 towards her wages. The Respondent said they told the accountant to put the Claimant on the books from 16 March 2020 but the accountant said this could not be done as the wages for that week had already been submitted. The Respondent said the Claimant had been told she was on furlough from 20 March 2020.

11. The Respondent further said the Claimant had been overpaid during the furlough period by a total of 71.75 hours having been paid during furlough for breaks. The working week for the Claimant was set out as being 3 days of 8 hours with one hour of breaks and 2 days of 6 hours with 45 minutes of breaks. This appears to be a working week of 36 hours with 4.5 hours of breaks. She was said to have been overpaid £551.31. I have not been able to identify the basis for this computation from an hourly rate of £11.50.

The Issues

12. The issues to be determined are therefore as follows. When did the Claimant's employment with the Respondent commence? Was the employment continuous with an earlier period of employment with Caffe Double Ltd? Did the Claimant have sufficient service to bring a claim of unfair dismissal? What were the terms of the employment in relation to hours, remuneration and holidays? Was the Claimant at any time supplied with a written statement of particulars of employment or any statement of change? Did the employment cease on 13 March 2020? If so, on what terms did it continue thereafter? Was payment due to the Claimant for the week commencing 16 March 2020? Is such a claim in time? Was the Claimant dismissed on 1 June 2020? Was she entitled to a payment in lieu of notice of one week? Was the Claimant entitled to accrued holiday remuneration due on termination of employment? What monetary awards should be made to the Claimant? If the Respondent was in default of the obligation to supply a statement of employment particulars should an award be made under Section 38 Employment Act 2002 ("EA2002") and if so in the sum of two or four week's pay?

13. I heard oral testimony from the Claimant and from Mr Hussain and Miss Mazerant for the Respondent. I had the Claim and Response and a short bundle of documents from the Claimant and Respondent. This hearing occupied the tribunal from 1035 to 1605 with the usual break for lunch. The absence of documentation about the terms of employment led to the need for oral testimony which sadly did not help to provide a clear statement of the terms of the employment. It also revealed an approach from the Respondent of an emotional nature to this case which was unfortunate in what is a straightforward monetary claim.

The Finding of Fact

14. I made the following relevant findings of fact.

15. The Claimant responded to an advertisement for full time work as a barista at £10 to £11.50 per hour. The Claimant stated that she was employed at an interview on 16 September and told she would be paid £10 per hour in the first week and £11 in the second week rising to £12 in the third week and remaining at that level. Mr Hussain conducted the interview. I accept the Claimant was assured that she was not employed on a zero hours contract. She was told she would be offered 40 hours per week and be paid for breaks.

16. The Claimant began work for Caffe Double Ltd on 17 September and appears to have worked three days at 8 hours per week and 2 days at 6 hours per week amounting to 36 hours per week. She was paid £9 per hour in the first week, £10 for the next 5 weeks and £11.50 thereafter. She gave notice of 2 weeks on 14 October 2019 because she was not paid the agreed rate of £12 per hour but £10. Her hours of work were reduced by 13 after she gave notice and by 4 thereafter. On the final day of her notice she agreed to continue for £11.50 per week. She was assured she would get a contract when the Company's name changed on 11 November 2019. This I take to mean after the liquidation of Caffe Double Ltd. The Respondent in the hearing raised a number of challenges to the level of experience the Claimant displayed as a justification for paying her less than advertised or indeed agreed. They also challenged her commitment to the employment. There is no documentary evidence of any difficulties of this nature during the employment or any support for the suggestion that the Claimant was other than an effective Barista offering the service she had contracted to supply.

17. Caffe Double Ltd went into liquidation on 11 November 2019. There was no cessation of work as far as the Claimant was concerned. She finished the week with Caffe Double Ltd and continued to work for the Respondent the following week without interruption. Mr Hussain and Miss Mazerant were directors of both companies. Mr Hussain contended that the Liquidator, by which I understand he means the accountant, wrote to the Claimant and the other employees. The Claimant said she received nothing. The Respondent contends that there was a break in continuity of employment and that the payslips reveal a new company paying the wages. Instructive is the absence of any assertion that the directors wrote to the Claimant on behalf of either Caffe Double Ltd or the Respondent. I was told that the landlord and suppliers had allowed the Respondent to carry on trading and not repossess or halt supply. All of this appears consistent with the statutory presumption of a transfer of the business to the Respondent and continuity of employment.

18. The Claimant worked until 13 March 2020. She received an SMS from the Respondent on 14 March 2020 to say: " With the coronavirus, business was down by 70% on Friday and from what we can gather the next few weeks may be worse. Unfortunately with the situation we cannot offer you any work for the foreseeable future. When things get back to some normality then we will offer you work. We will understand if at that time you have found alternative employment. We are truly sorry but in these unprecedented times that the world is facing we had no other choice."

19. The Claimant responded that she understood. On 20 March 2020 the Respondent texted the Claimant to ask if she had found alternative employment. She responded that she had not. The reply was: " Hi Aina, Some good news for you..The government will pay 80% of your wages for the next 3 months. As soon as this is available we will apply to get you that and hopefully once this is over we will see you at work. Aina regarding your outstanding wages we will put 100 pounds in your account tonight and rest next Friday. So sorry about all this." The Claimant responded to express her thanks.

20. The Claimant signed a document headed Agreement for Furlough Leave and dated her signature 31 March 2020. It was stated to be a variation to her contract and that she would be paid 80% of her salary during the period from 16 March 2020 during the Corona Virus Job Retention Scheme ("CVJRS").

21. The Claimant appears to have received a wage slip dated 24 March 2020. The Respondent sent her a message on 3 April 2020 to enclose a payslip calculating 80% of her wages and saying the Claimant would be paid this weekly until "this is over." She was told that when the Respondent got the money she would be paid but this could take 2 weeks. On 3 April the Respondent stated to the Claimant: "The accountant can only go back to the 20 March." The Claimant challenged this on 6 May. She was told that the company did weekly wages and the week before had been submitted before the announcement was made therefore any changes could not be made.

22. Despite what was said about weekly pay the Claimant was paid 4 weekly in the furlough period until Saturday 30 May when the Respondent wrote to the staff to say that they were opening

the cafe on Monday 1 June. The Claimant was asked to confirm if she could work when needed and if she was in the UK. The Claimant responded on 31 May to say she was in the UK and asked when she would be needed. The Claimant explained that she took social distancing and other government regulations very seriously and that the father of her boyfriend had died two weeks before. She believed it was too early and too dangerous to start working so soon. She said she did not feel safe about coming back to work. On 1 June 2020 the Respondent sent a message to the Claimant as follows: "We only employ 2 full time staff and one part time staff. Claudia who was part time resigned her position. You made up 50% of the workforce. We all hopefully take the government's guidelines seriously. We cannot afford to keep you on our furlough scheme any further so we are letting you go." The Claimant asked in response if she would be paid the statutory leave and the week commencing 16 March. The Respondent replied to the effect that in relation to statutory notice she had left them no choice. The Respondent told her they considered she was taking advantage of the furlough scheme.

23. On 12 June the Claimant received her two last payslips and P45. The parties communicated through ACAS and the Claimant claimed unpaid wages and statutory leave. On 17 August 2020 the Respondent communicated for the first time in a lengthy text message that they considered the Claimant owed them pay which was overpaid and that the till had been short on numerous occasions. The Respondent stated the Claimant had been overpaid for 70 hours in the period from November 2019 to March 2020. In the furlough period the Claimant had been wrongly paid for breaks. The Claimant put in her bundle a payroll record supplied to her showing the total hours which she had worked and the basis on which furlough pay had been calculated. This does not appear to have been created by her. The Respondent gave evidence. They considered in June their accountant had been negligent in the calculation of the wages and had failed to identify hours spent on breaks which had resulted in an overpayment. No details of till shortages or overpayment in the period prior to March 2020 have been produced. Aside from the short period towards the end of the employment the hours worked appear to vary between 34 and 40.

24. The Claimant presented her Claim on 17 August 2020. This is within 3 months from the termination of her employment on 1 June 2020. Although she ticked the box for unfair dismissal she has insufficient service to bring an ordinary unfair dismissal claim and has not pursued it at this tribunal.

25. The Claim was served on 21 October 2020 and listed for hearing on 15 January 2021. The Respondent takes objection to the fact that the Claimant has not complied with the orders made at the time the Claim was served. It appears that there has been difficulty in compliance on both sides. Certainly the Claimant produced what was in effect a witness statement which the Respondent failed to do, and the Claimant put together a bundle of documents. I do not see any basis for striking out the Claim on grounds of non compliance with orders as the Respondent asks me to do.

26. The Respondent has produced a short bundle of documents. It provides transcriptions of the text exchanges between the parties. It also provides a letter from the accountant dated 15 May 2020 which indicates HMRC guidance had changed and thus the weekly paid staff furlough wages had changed but not the salaried staff. The attached working sheet was not supplied to the Claimant or to the tribunal. It is difficult to know whether it can be right to speculate as to what may have been intended. Given the Respondent had the letter plus attachment and failed to provide this key document it appears appropriate to decide the case on the basis of the material supplied together with the oral testimony. The Claimant was a weekly paid employee yet in the furlough period the Respondent varied her payment terms to pay her monthly.

27. The Respondent has produced a list of wages paid to the Claimant separating her working and break hours on a weekly basis. This appears to record that the Claimant worked 496.25 hours and had 71.75 hours breaks in the period from 15 November 2019 to the start of her furlough pay. She was paid for 566 hours. The addition suggests she should have been paid for 568 hours. The working sheet suggests she worked 6 hours including breaks in week 48, 16 hours including breaks in week 49 and 23 hours including breaks in week 50. The Claimant claimed in her Claim

Form and gave evidence that she worked fixed hours each week and that her hours were 34 per week. She earned £391 gross and £353 net. Those are the relevant findings of fact.

The Law

28. **Particulars of Employment**. The relevant provisions are Part I of the Employment Rights Act 1996 (ERA), which makes provision for the Statement of initial employment particulars and at Section 4 for a statement of changes. The statement is to be given not later than two months after the beginning of the employment. Changes are to be notified at the earliest opportunity and in any event not later than one month after the change in question. Although these provisions have now been amended to make the right to a statement of particulars a "day 1 right," that change does not come into effect for employees with start dates before 6 April 2020. Section 38 of the Employment Act 2002 provides that in relation to the claims listed in Schedule 5, which include the claims made by the Claimant, and the Respondent is in breach of the duty under sections 1 and 4 of ERA, if the Claimant succeeds the tribunal must, subject to subsection (5), make an award of the minimum amount and may if considered just and equitable make an award of the higher amount. The minimum amount is two weeks pay. The higher amount is four weeks pay. The duty on the tribunal does not by subsection 38(5) apply if there are exceptional circumstances which would make an award or increase unjust or inequitable. No such circumstances were advanced by the Respondent.

29. **Part II of ERA deals with Protection of Wages.** The tribunal's jurisdiction derives from section 13. An employer shall not make a deduction from the wages of a worker employed by him unless the deduction is required or authorised to be made by virtue of a statutory provision or by a relevant provision of the worker's contract, or the worker has previously signified in writing his agreement to the making of the deduction. Section 23 provides that the complaint of unlawful deduction may be presented to an employment tribunal. The tribunal shall not consider it unless it is presented before the end of the period of three months beginning with the date of payment of the wages to which the deduction was made, or in respect of a series of deductions three months from the last of the series of deductions of the series.

30. **CVRS** The terms of the CVRS made under the Corona Virus Act 2020 provide for grants to employers to pay 80% of an employee's wages. The statutory scheme does not operate to vary the terms of the contractual arrangement between employer and employee. No cogent argument has been put forward by the Respondent to indicate why the Claimant could not be paid furlough pay for the week commencing 16 March 2020 in accordance with the agreement the Respondent asked her to sign. Without some indication of a legal basis for the refusal to pay it is difficult to identify the relevant provisions to be considered in what has become a relatively complex statutory framework.

31. **The Working Time Regulations 1998** ("WTR") make provision for statutory holiday pay at Regulations 13 et seq. The leave year is a matter for agreement but in the absence of agreement is taken to begin on the date the employment began. By regulation 14 if the employment ends in the course of the leave year, and the employee has taken less than the proportion of the leave for the year to which he is entitled, the employer is to pay to the employee a payment in lieu of leave. Regulation 14(3) sets out the formula to be used in calculating the payment which is the payment which relates to the untaken portion of the leave. Regulation 15A sets out the provisions for the first year of employment. Leave accrues at one twelfth of the entitlement for the year on the first day of each month of the employment. Regulation 16 in relation to computation was amended by The Employment Rights (Employment Particulars and Paid Annual Leave) (Amendment) Regulations 2018 SI 2018 No 1378. Insofar as these amend the statutory provisions in relation to statement of particulars they come into effect only in relation to employment commencing on or after 6 April 2020. They have effect from making in relation to the Paid Annual Leave aspect. The modification to the application of Sections 222 to 224 of ERA in calculation of a week's pay operates to change the reference period which operates for a worker with variable pay. The reference period is extended from 12 to 52 weeks. If the worker has been employed for less than 52 weeks the reference period is extended to the period of the employment. Reference should be

made to Section 228 ERA in cases of new employments and other special cases where in the absence of an adequate reference period factors to be considered include remuneration received by the employee, the amount offered to the employee for the work, the amount received by other persons engaged and the remuneration received by comparable employees. Regulation 30 provides for complaint to the employment tribunal for any necessary remedies under these provisions.

32. On **termination of employment**, in cases where there has not been summary termination for gross misconduct, the employee is entitled to the greater of contractual or statutory notice. There is no contention for a contractual term in excess of the statutory provision. Section 86 ERA provides for minimum notice of one week where the period of employment exceeds one month and is less than two years. This is the sum which the Claimant claimed in her claim form.

33. As stated above the Claimant indicated a claim for **unfair dismissa**l in her claim form. While she has insufficient service to make a claim of ordinary unfair dismissal, the requirement in section 108 for a qualifying period of two years continuous employment is disapplied in relation to claims made under section 100(1) in relation to health and safety dismissals. The relevant provisions as far as the Claimant is concerned are section 100(1) (d) and (e). Both of these require danger believed by the employee to be serious and imminent.

Conclusion

34. The first difficulty in this case is to identify the terms of the employment on which the Claimant was engaged. Her evidence is that she would be required full time and that was up to 40 hours per week. The Claimant never received terms setting out her hours. 40 hours was her understanding from the discussion which she had at the outset. So I must choose whose evidence to believe about the initial discussion. The Claimant was clear and consistent. It was 40 hours. She was to be paid for breaks. The rate was £11.50. The Respondent has sought to argue it was for a succession of trial periods, at variable rates and her performance was a disappointment. I find it difficult to accept the Respondent's evidence in this context. There appears to be an attempt to rewrite history, to claim significant overpayments and defaults on the part of the Claimant in relation to the till. There are no records of the till shortages for which the Respondent now contends. There is no record of any discussions in relation to deficiencies in performance. It is clear that the employment with Caffe Double Ltd transferred seamlessly, as did the business, into the same role with the Respondent. Although it had been promised to the Claimant, the Respondent failed to produce a contract or any other document in discharge of its statutory obligations. The Claimant had no opportunity to challenge the position now taken by the Respondent on continuity of employment as that position was not set out to her until after the employment finished. I therefore find this was full time employment. The Claimant says she worked 34 hours per week and that appears to be reflected in her pay. I accept this was an employment with normal hours of 34 per week at £11.50 per hour.

35. Was the Claimant entitled to be paid for the first week of furlough? The Respondent proceeds on the basis that furlough payments were only payable to the Claimant if they were received by the Respondent. This does not accord with the legal basis of the scheme which provides for reimbursement to the tune of 80% for employers paying that reduced rate by agreement. Here there is an agreement. It expressly states the payment of 80 % will be due from 16 March and no satisfactory explanation has ever been given for the failure to pay. If it is argued the Claimant is not on the payroll at the16 March but was reinstated on a later date, the furlough agreement expressly recognised that she will be paid from 16 March 2020. It appears that the temporary cessation of her work on 13 March 2020 was in precisely the circumstances in which the CVRS envisaged it would be assisting employers in payment.

36. The failure to pay appears to date from 29 April 2020 when the Respondent enquired if the Claimant received the payment of wages for March. She confirmed she had received the payment. The Claimant contacted ACAS on 25 June 2020 and received her certificate on 24 July 2020. Her primary limitation period for issuing proceedings was therefore three months from 29 April 2020

running to 28 July 2020. The time of ACAS conciliation is added to the period which therefore runs to 28 August 2020. The claim in respect of the first week of furlough is therefore in time.

37. In relation to holiday pay I have tried to identify any resistance to the claim made by the Claimant for payment of the holiday accrued on termination of employment. The sole argument raised in response to my enquiry was that she had been overpaid and this overpayment should be set against her entitlement. I have found no substance in that claim by the Respondent. The Claimant was clear in her evidence about the terms of the payment for breaks agreed on interview and she was paid accordingly for some 6 months thereafter. There is no defence to the claim for holiday pay due on termination.

38. In relation to breaks the Claimant gave clear evidence she was told when engaged she was to be paid for the breaks she had. The Respondent says this is an error by their accountant. They say this came to light more than 6 months after the employment began with the Respondent or nine months from her start with the predecessor company. The Respondent has produced nothing to explain what information the accountant was given and how this error came to pass, and how it came to be continued without being identified by the Respondent. This is a micro business with only 2 full time employees. It is improbable that there was such poor control on outgoings that no scrutiny was ever given to the true cost of the Claimant's wages. Far more probable is that the Claimant was paid her due from September as had been agreed.

39. In relation to the termination of employment the Claimant was entitled to one week's notice pursuant to Section 86 ERA. She was not dismissed for gross misconduct. That has not been alleged. She is therefore entitled to notice pay of one week.

40. Finally in relation to the failure by the Respondent to provide a written statement of initial particulars of employment it is clear the Respondent was in default at the time the employment began, when the obligation became due after 8 weeks. The Respondent remained in default. Is this a case for the 2 week or 4 week sanction? It appears the statement was promised and that promise was broken. The absence of the statement has led to significant problems and concerns on both sides, running through payment, holidays, and working obligations to name but a few. It must therefore be an appropriate case for an award of 4 week's pay.

Remedy

41. The financial awards resulting from these findings are computed as follows.

42. **Arrears of Pay**. The Claimant claims the same sum as she was paid in the other weeks of furlough. That in my judgment is the correct sum to award to her given she had agreed to vary her remuneration in the furlough agreement and that is the sum calculated by her employer's accountant. The sum is £293.05

43. **Notice Pay**. The Claimant claims the sum of £353.08 being the net wage she earned during her employment. That is the correct sum in the circumstances to represent her statutory entitlement.

44. **Holiday Pay**. The Claimant was in the first year of her employment. She therefore falls under the provisions of Regulation 15(A) of the WTR. She became entitled on the first day of each month to one twelfth of her annual entitlement. Her employment began on 17 September 2019. Her employment concluded on 1 June 2020. She is therefore entitled to one twelfth on the 17th of each month. This is from September to May making 9 months. The computation is therefore for a full year £353.08, the net wage per week for 5.6 weeks giving £1,977.25. For 9 months the figure is £1,482.93.

45. **Failure to provide particulars**. Although this is not an employment where the Respondent has been in default for years in supplying particulars of employment, it is clear that the Claimant was concerned from the outset to establish the legal and contractual terms of her engagement. That is no more than her entitlement and a necessary component of her security in her employment. The Respondent appears to have exploited the weakness of the Claimant's position to vary her hourly rate and hours of work and what the Claimant considered she had agreed turned out to be uncertain. The written terms would have made clear the position about holiday pay, an aspect apparently completely outside the intentions of the Respondent. Much of this litigation might have been avoided or simplified if the particulars had been available. I therefore consider that this is a case where the appropriate award is the higher amount of 4 weeks pay. Section 38 EA 2002 provides the the computation of a week's pay is in accordance with Chapter 2 of Part 14 of ERA. that comprises Sections 220 to 229. This is a case where there are normal working hours. The pay is defined as the amount payable by the employer and is therefore the gross figure. The amount to be used is therefore £391 for 34 hours at £11.50. The amount of the award is therefore £1,564.

46. **The total sum** to be paid to the Claimant by the Respondent is £3693.06.

47. This is not a case to which the Recoupment Regulations apply.

Employment Judge Hildebrand

Date 27 January 2021

JUDGMENT SENT TO THE PARTIES ON

.29/1/21..