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EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4111320/2021

Open Preliminary Hearing held in Glasgow by Cloud Based Video
Platform (CVP) on 14 January 2022

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Employment Judge Mr. A. Tinnion

Ms. Niamh Graham

Claimant
Represented by
Mr. Mowat (Solicitor)

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Mrs. Lizanne Cuthbertson

Respondent
In person

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RESERVED JUDGMENT

1. The Claimant was an employee of the Respondent from 26 February 2018 until the termination of her employment on 20 April 2021.
- 25 2. The Tribunal has jurisdiction to hear the Claimant's following complaints against the Respondent:
 - a. complaint of unfair dismissal under ss.94-98 of the Employment Rights Act 1996;
 - b. complaint of breach of contract (wrongful dismissal/notice pay) under
30 para. 3 of the Industrial Tribunals Extension of Jurisdiction (Scotland) Order 1994;
 - c. complaint for annual leave pay arrears under reg 14(2) of Working Time Regulations 1998 and/or s.13 of the Employment Rights Act 1996;

- d. complaint of unlawful deduction from wages under s.13 of Employment Rights Act 1996.

CASE MANAGEMENT ORDER

3. A Private Preliminary Hearing (Case Management) by telephone shall be held
5 on the first available date after 20 February 2022 – 45m time estimate – to make further case management directions leading to a final merits hearing.
4. The parties must complete, exchange and lodge their respective agendas at the Tribunal by 4pm on the 2nd business day before that preliminary hearing. The parties should liaise with each other before lodging their respective agendas to
10 seek to agree case management directions and an agreed list of issues to be determined at the final merits hearing.

REASONS

Background

- 15 5. By her ET1, the Claimant (**Ms. Graham**) asserted the complaints listed at para. 2(a)-(d) above against Respondent Lizanne Cuthbertson (**Mrs. Cuthbertson**).
6. In his ET3/Response, Mr. McFarlane denied those claims, and denied having ever been Ms. Graham's employer. On Mrs. Cuthbertson's case, Ms. Graham
20 had been a self-employed independent contractor during the entirety of the period in which she had worked for her.
7. The Tribunal only has jurisdiction to hear complaints of unfair dismissal and breach of contract brought by former employees. The Tribunal listed an Open
25 Public Hearing to determine the preliminary issue of Ms. Graham's employment status and whether or not the Tribunal has jurisdiction to hear her claims as employee or worker, which was held on 14 January 2022 via video/CVP. At that hearing, Ms. Graham was represented by solicitor Mr. Mowat. Ms. Cuthbertson represented herself.

8. The evidence at the hearing consisted of (i) the oral evidence of Ms. Graham and Mrs. Cuthbertson (who both sought to assist the Tribunal by giving their honest recollection of events) (ii) a Claimant production of 16 documents containing 75 pages (iii) certain additional documents consisting of text/social media messages which the parties were content for the Tribunal to read.

Findings of fact

9. The Tribunal makes the following findings of fact, including any contained in its Discussion/Conclusions section, on the balance of probabilities. Most of the material facts at the hearing were not in dispute and went unchallenged. The Tribunal notes that Mrs. Cuthbertson was informed of her duty to challenge Ms. Graham's evidence in cross-examination if she disputed any factual evidence she gave, as well as put her own version of events to Ms. Graham.

10. Ms. Graham and Mrs. Cuthbertson both love and care for horses.

11. Prior to 2017, Mrs. Cuthbertson set up an informal non-profit group with friends to stable her horses and horses belonging to a small circle of friends at her stables/livery yard situate at Monktonhill Farm, Monktonhill Road, Prestwick, South Ayrshire (**Yard**). Customers utilising this stabling service are called "*liveries*". No formal accounts for the Yard have ever been drawn up.

12. Ms. Graham was born in the early 2000s. In 2017, Ms. Graham began working for Mrs. Cuthbertson at the Yard (and was paid) while she was still at school (sometimes after school). Work included helping muck out the stables.

13. Ms. Graham was not provided with a written statement of particulars at this time (or subsequently), and the Tribunal infers that at the beginning their working relationship was relatively informal and casual (as one might expect of someone still at school). Ms. Graham accepted her hours of work varied at this time, but she was did regularly work Saturdays 11am to 5pm. Mrs. Cuthbertson paid her the applicable national minimum wage via bank transfer.

14. In 2018, Ms. Graham and Mrs. Cuthbertson's relationship became considerably more formal (although the Tribunal notes it has not seen the 2018 paperwork). On 26 February 2018, Ms. Graham started a formal apprenticeship in 'Equine Management and Schooling Horses' with Mrs. Cuthbertson which she was scheduled to complete by 26 July 2019, but in the event did not complete until 6 February 2020.
15. In addition to her on the job equine work experience, formal apprenticeship training to Ms. Graham was provided by Ms. Morag Cartney through her services company Cartney Training Ltd trading as "*Horse Sense*". Ms. Cartney gave lists of fortnightly training days to Ms. Graham and Mrs. Cuthbertson. Ms. Cartney made clear to both that Ms. Graham had to attend those training days so progress could be monitored and workplace shortfalls identified. In practice, Ms. Graham did not always attend her scheduled training, sometimes because Mrs. Cuthbertson needed her on the Yard.
16. Funding for Ms. Graham's apprenticeship was provided in part by Skills Development Scotland. Ms. Cartney helped Mrs. Cuthbertson fill out the paperwork, as a result of which Mrs. Cuthbertson received a £4,000 grant which she used to help pay Ms. Graham's wages.
17. During her apprenticeship, Ms. Graham's normal hours of work for Mrs. Cuthbertson were 8am – 6pm, Monday to Saturday. She had paid breaks. Mrs, Cuthbertson paid her £3.70/hour, and received the same amount in her bank every week (£130). During her apprenticeship, Ms. Graham's duties included (1) feeding the liveries' horses (2) feeding Mrs. Cuthbertson's horses (3) turning horses into/out of the fields (4) bathing Mrs. Cuthbertson's horse using special horse shampoo and soap (Ms. Graham only bathed liveries' horses when Mrs. Cuthbertson specially asked her to) (5) administering prescribed medicine to horses (6) grooming horses (7) checking horses' feet (8) hosing down the legs of livery horses to remove mud and muck (9) changing horses' protective jackets (9) at the end of the day, "haying up" and putting horse feed in (10) tidying up the Yard before leaving for the day.

18. During this period, approximately a dozen horses were stabled at the Yard – Mrs. Cuthbertson’s 3 horses, and 8/9 liveries. Ms. Graham’s duties were essentially the same every day, but if there were any extra tasks Mrs. Cuthbertson needed Ms. Graham to perform she normally texted her.
- 5 19. During this period, Ms. Graham had regular daily interactions with Mrs. Cuthbertson in the morning, when Ms. Graham arrived at the Yard, on occasion at lunchtime when Mrs. Cuthbertson called to “check in” and see how everything was going, and during the afternoon when Mrs. Cuthbertson returned from her day job as a primary school teacher.
- 10 20. Ms. Graham’s apprenticeship finished on 6 February 2020. After that date, Ms. Graham continued to work for Mrs. Cuthbertson. Following completion of her apprenticeship, Ms. Graham received a pay rise (she was unable to give the exact figure but it was now above £6/hour), and she was now paid £250/week in her bank account.
- 15 21. On public Facebook posts, Ms. Graham was referred to as the Yard Manager. Mrs. Cuthbertson was aware of these social media posts, and made no effort to remove them. The Tribunal infers that Mrs. Cuthbertson was content for the outside world to consider and treat Ms. Graham as her Yard Manager.
- 20 22. Other than her first week in 2017, Ms. Graham never had to complete timesheets for Mrs. Cuthbertson, never had to sign in at work on arrival or sign out on departure, and never had to make a written record noting what work she had done that day. The Tribunal infers that Mrs. Cuthbertson reposed a high degree of trust and confidence in Ms. Graham, trusted her to get to and leave work on time, and to discharge her duties at work without close supervision.
- 25 23. During her post-apprenticeship period (February 2020 – March 2021), Ms. Graham attended First Aid Training (with another) which Mrs. Cuthbertson paid for to ensure there was always someone with First Aid skills at the Yard. Mrs. Cuthbertson also booked Ms. Graham to attend a course called

'Psychology for Equine', but in the event Ms. Graham did not attend that training.

24. During her post-apprenticeship period, Ms. Graham was a member of a WhatsApp group in which Mrs. Cuthbertson did, on occasion, give instructions to Ms. Graham (as well as to "Jade", who also worked at the Yard). Mrs. Cuthbertson also sometimes gave instructions to Ms. Graham via Facebook Messenger (eg, on 2 May 2019 Mrs. Cuthbertson gave her instructions regarding medicine for a horse).

25. Subject to one exception, Ms. Graham firmly denies having done work paid for by others during the period in which she was working as Yard Manager for Mrs. Cuthbertson. The only time Ms. Graham recollects receiving additional remuneration was a specific occasion when Mrs. Cuthbertson asked to clip a livery horse, and the livery gave Ms. Graham £20 as a 'thank you' gratuity. Mrs. Cuthbertson challenged Ms. Graham's evidence on this point, but the Tribunal prefers and accepts Ms. Graham's evidence that she did not.

26. In March 2020 the Covid-19 pandemic broke out. Mrs. Cuthbertson did not put Ms. Graham on furlough – throughout the pandemic Ms. Graham continued to work at the Yard performing her existing duties, although her work hours temporarily reduced to hours close to 7am – 2pm (she continued to work 6 days a week). Her £250 weekly pay was not reduced. Following the onset of Covid, it is not in dispute that Ms. Graham occasionally helped out at the "*Tatty Shack*", Mr. Cuthbertson's farm shop at Monktonhill Farm, which became very busy during the height of the Covid-19 lockdown.

27. So far as the use of equipment is concerned, Ms. Graham denies having used any of her own equipment to provide services at the Yard other than an equine shavings fork, and stated Mrs. Cuthbertson provided all other equipment. She accepts using a grooming kit when she says Mrs. Cuthbertson purchased and 'gifted' to her which she used to groom Mrs. Cuthbertson's horse "Bunny", who Ms. Graham became particularly close to.

28. It is not in dispute that on 6 April 2021, Ms. Graham sent a message to Mrs. Cuthbertson from her iPhone giving two weeks notice and making various complaints and her treatment, and that Ms. Graham thereafter remained off work in the period 6-20 April 2021. The Tribunal makes no findings of fact
5 about the circumstances in which Ms. Graham ceased working for Mrs. Cuthbertson in April 2021, which are matters to be determined at the final merits hearing.

29. Mrs. Cuthbertson referred Ms. Graham's 6 April 2021 iPhone message to Peninsula for consideration as a grievance. On 12 April 2021 Ms. Graham
10 attended a grievance hearing. Para. 35 of Peninsula consultant Dean Yeomans report dated 14 May 2021 concluded: "*It is DY's opinion that NG should be deemed as an employee and therefore should have been afforded the applicable employment rights, such as an employment contract and pay slips showing remuneration payments.*" Mrs. Cuthbertson rejected that
15 conclusion.

Areas of agreement / dispute

30. To clarify and narrow the areas of dispute before it heard evidence from either party, the Tribunal asked Mr. Mowat to identify the principal grounds upon which his client contended that she was an employee of Mrs. Cuthbertson,
20 and after those grounds were identified, asked Mrs. Cuthbertson to comment on each ground stating her position.

31. The grounds Mr. Mowat identified and Mrs. Cuthbertson's position in respect of those grounds are recorded below:

a. existence of contractual agreement between Ms. Graham and Mrs.
25 Cuthbertson providing for the provision of services for remuneration – Mrs. Cuthbertson agreed this criterion was satisfied;

b. contractual requirement for personal performance of those service by Ms. Graham to Mrs. Cuthbertson - Mrs. Cuthbertson agreed this criterion was satisfied;

- c. clear mutuality of obligations between Ms. Graham and Mrs. Cuthbertson - Mrs. Cuthbertson agreed this criterion was satisfied;
 - d. Mrs. Cuthbertson exercised control over what services Mrs. Graham was to provide and how those services were to be provided - Mrs. Cuthbertson
5 agreed this criterion was satisfied;
 - e. Ms. Graham was not exposed to any element of financial risk - Mrs. Cuthbertson agreed this criterion was satisfied;
 - f. Ms. Graham was not required to submit invoices to Mrs. Cuthbertson for her work - Mrs. Cuthbertson agreed this criterion was satisfied;
 - 10 g. Ms. Graham worked at Mrs. Cuthbertson's premises - Mrs. Cuthbertson agreed this criterion was satisfied;
 - h. Mrs. Cuthbertson had given Ms. Graham paid leave on occasion - Mrs. Cuthbertson agreed this criterion was satisfied;
 - 15 i. Mrs. Cuthbertson had given Ms. Graham paid sick leave on occasion - Mrs. Cuthbertson agreed this criterion was satisfied;
 - j. Ms. Graham followed Mrs. Cuthbertson's requirements for self-certified sickness/sickness absence - Mrs. Cuthbertson agreed this criterion was satisfied.
32. Mrs. Cuthbertson's answers to the Tribunal's questions clarified that the main
20 areas of dispute between the parties concern the following:
- a. requirement to hold insurance – while there was no evidence that Ms., Graham had ever taken out her own insurance, Mrs. Cuthbertson alleged she had asked her to (but accepted that she had not followed up to check that Ms. Graham had in fact taken out her own insurance policy);
 - 25 b. Ms. Graham used Mrs. Cuthbertson's equipment - Mrs. Cuthbertson agreed this criterion was satisfied in part, but also alleged Ms. Graham

had on occasion used some of her own equipment when working for her (brush, shaving fork, grooming kit consisting of brushes and foot -pick);

- c. Ms. Graham worked exclusively for Mrs. Cuthbertson – Mrs. Cuthbertson alleged that as well as working for her, Ms. Graham had done paid work for others on occasion as well (which Ms. Graham denied);
- d. Ms. Graham was in business on her own account – Mrs. Cuthbertson contended this was true, Ms. Graham denied it.

33. There was no evidence before the Tribunal (nor any allegation by Mrs. Cuthbertson) that Ms. Graham had ever personally paid/accounted to HMRC for income tax or national insurance in respect of the wages Mrs. Cuthbertson paid her. There was also no evidence Mrs. Cuthbertson had ever done so.

Contract

34. The Claimant's production includes a two page contract [30-31] which states it was signed by Ms. Graham ("Employee"), Mrs. Cuthbertson ("Yard Owner") and her husband Mr. Cuthbertson ("Farm Owner") on 30 April 2019 (3 months after the apprenticeship ended). Mrs. Cuthbertson's unchallenged evidence was that the contract was drafted by Mrs. Cartney with no input from Ms. Graham.

35. The contract contains the following terms (none of which are numbered) which either state, tend to suggest or are consistent with Ms. Graham being self-employed from 30 April 2019:

- a. Ms. Graham's position is described as a self-employed stable worker;
- b. Ms. Graham agrees it is her responsibility to contact HMRC with reference to paying tax or national insurance due by her in accordance with terms regarding a Self Employed Basis;
- c. Ms. Graham agrees a minimum 1 week's notice is required when terminating her "*self-employed basis*";

- d. Ms. Graham states she understands she is not automatically entitled to holiday pay or sick pay;
- e. Ms. Graham states she understands she is solely responsible for her own personal insurance.

5 36. On the other hand, the contract also contains the following terms, which either state, tend to suggest or are consistent with Ms. Graham being an employee or worker of Mrs. Cuthbertson, not a self-employed independent contractor:

- a. Ms. Graham signs the contract as “Employee”;
- b. Ms. Graham has clear, regular hours of work (9am-3pm, Monday to Saturday) with an unpaid hour for lunch;
- 10 c. it is a condition – of what is left unstated, but presumably her contract with Mrs. Cuthbertson – that Ms. Graham complete her apprenticeship;
- d. Ms. Graham agrees to maintain a level of fitness which allows her to work safely and efficiently;
- 15 e. Ms. Graham agrees that if she cannot undertake her duties she will inform Mrs. Cuthbertson as soon as possible;
- f. Ms. Graham is obliged to arrange medical appointments during her own time away from the Yard, and when that is not suitable, to inform Mrs. Cuthbertson immediately of the date of her medical appointments;
- 20 g. Ms. Graham agrees that her contract will be terminated immediately in the event of gross misconduct (use of drugs, alcohol, smoking in farm boundaries, verbal/physical abuse to clients/members of farm/Yard staff).

25 37. Finally, the contract contains the following express terms, which in the Tribunal’s view are effectively ‘neutral’ on the issue to be determined as they are all consistent with an employment, worker or self-employed contract:

- a. Ms. Graham agrees to be clean and tidy in the workplace;

- b. Ms. Graham agrees to take good care of animals and equipment entrusted to her;
- c. Ms. Graham agrees to report any accidents to Mrs. Cuthbertson;

Relevant law

5 38. Section 230(1) of ERA 1996 defines “employee” to mean an individual who has entered into or worked under a contract of employment. Section 230(2) of ERA 1996 defines “contract of employment” to mean a contract of service or apprenticeship, whether express or implied, and if express whether oral or in writing.

10 39. Section 230(3) of ERA 1996 defines “worker” (except ‘shop workers’ and ‘betting workers’) to mean an individual who enters into works under (a) a contract of employment, or (b) any other contract, whether express or implied and (if express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose
15 status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual.

40. There is no statutory definition of a self-employed contractor.

41. There are three essential elements for a contract of employment: control; mutuality of obligation; and personal service. If one or more elements is missing,
20 the contract will not be a contract of employment. If all are present, there may be a contract of employment, but it may be necessary to look at all the other factors to decide whether they are consistent with a contract of employment.

42. Control concerns whether a worker is told (or can be told) what to do and when to do it, and whether the worker be disciplined if they don’t do their work properly
25 or turn up late.

43. Mutuality of obligation concerns whether the putative employer and employee owe obligations to each other. It is relevant whether the worker is obliged to do any work they are given or whether they can decide not to do it. If the worker is obliged to do the work, they are likely to be an employee. A 'casual' worker who

works only as and when required and suffers no penalty if they refuse work will normally not be an employee.

44. Personal service concerns whether the worker must do the job they are given personally or whether they they ask someone else to do it instead. If it does not matter who does the work so long as the work is done, this usually indicates a worker not an employee. If the worker can substitute another worker to do the work, there is no requirement to do the work personally and the worker will normally not be an employee.

45. Other factors relevant to determining employment status include (a) whether the worker has set hours or a given number of hours a week/month (b) whether the worker is paid by the hour/week/month (c) whether the worker works at the employer's premises or at places determined by the employer (d) whether the worker is allowed to work for others (especially competitors) (e) whether the worker can be dismissed.

46. Factors relevant to a worker being an independent contractor include (a) whether the worker risks their own money in the business (the risk of loss as well as taking part of any profits) (b) whether the worker has the final say in how their business is run (c) whether the worker provides their own equipment (d) whether the worker hires others on their own terms to do the work who are paid by the worker; and (e) whether the worker is free to work for others.

47. Contracts which describe the nature of the relationship - employee, worker, independent contractor – are relevant but not dispositive. In Uber v Aslam [2021] UKSC 5, the Supreme Court condoned adopting a purposive approach of looking to the parties' 'true agreement', which may or may not be reflected in the terms of any written contract entered into.

48. If a working relationship changes over time, it is possible someone who starts work as an independent contractor later becomes a worker or employee (and equally vice versa).

Discussion / Conclusions

49. The Tribunal prefers Ms. Graham's case that she was an employee of Mrs. Cuthbertson, not Mrs. Cuthbertson's case that Ms. Graham was a self-employed contractor (neither party argued Ms. Graham was a worker if their primary case on employment status was rejected, but the Tribunal has considered that possibility). The Tribunal's conclusion is that Ms. Graham was an employee of Mrs. Cuthbertson from the date her apprenticeship with Mrs. Cuthbertson began on 26 February 2018 until the date her employment terminated on 20 April 2021. The Tribunal reaches that conclusion on the following grounds:

50. First, it is a fact – which Mrs. Cuthbertson did not dispute – that Mrs. Cuthbertson was entitled to – and did – exercise significant control over Ms. Graham's work during this period. Mrs. Cuthbertson could (and on occasion did) tell Ms. Graham what work she needed to do and when she needed that work done by. It is true that much of the time Mrs. Cuthbertson did not need to give daily directions to Ms. Graham, but that is not because she did not have the right to – she did – but because nearly all the work Ms. Graham did for Mrs. Cuthbertson at the Yard – broadly, the care, maintenance and upkeep of the horses stabled there - was routine and repetitive (horses need to be watered, fed, groomed, exercised and stabled every day), hence there was no need for Mrs. Cuthbertson to give new or significantly varied instructions each day.

51. Second, there was a clear mutuality of obligations during the period of their working relationship, and Mrs. Cuthbertson did not contend otherwise: Ms. Graham was required to attend the Yard to perform her duties each day, and Mrs. Cuthbertson was required to pay her for doing so. It was not in dispute that save for a short period after Ms. Graham started working for her, Ms. Cuthbertson did not keep a log of Ms. Graham's arrival/departure times nor a record of the work she did there (except, presumably, during her apprenticeship). Ms. Cuthbertson had to, and did, trust Ms. Graham. Ms. Graham, in turn, trusted Mrs. Cuthbertson to pay her and treat her fairly and properly. A relationship of mutual trust and confidence is a hallmark of an employment relationship, and

was especially important in this case, given that Ms. Cuthbertson trusted Ms. Graham to look after her own, much loved horses.

52. Third, the relationship between Ms. Graham and Mrs. Cuthbertson was one of
5 personal service, and again Mrs. Cuthbertson did not contend otherwise: Ms. Graham was required to personally attend the Yard to perform the duties of her post, and had no right to substitute any third party to perform those duties if she was for any reasons unable to do so. From the evidence seen, it is clear that Ms. Graham tried to inform Mrs. Cuthbertson if she was not going to be able to attend
10 work or was likely to be late - she knew Mrs. Cuthbertson was counting on her to get to work each day. The April 2019 contract required Ms. Graham personally to maintain a level of fitness allowing Ms. Graham to work safely and efficiently. The April 2019 contract required Ms. Graham personally to take care of the animals and equipment entrusted to her. The April 2019 contract required Ms.
15 Graham to inform Mrs. Cuthbertson if she could not undertake her duties – significantly, it did not require or allow Ms. Graham to find someone else to undertake those duties if she could not.

53. Fourth, the following indicia of an employer/employee relationship existed from
20 no later than 30 April 2019, and were likely in place when Ms. Graham's apprenticeship began on 26 February 2018: (i) fixed days and hours of work (ii) a daily lunchbreak (iii) Mrs. Cuthbertson's right to dismiss Ms. Graham for gross misconduct – the concept of dismissal for gross misconduct is not one which sits comfortably within Mrs. Cuthbertson's case that Ms. Graham was
25 never more than a self-employed independent contractor.

54. Fifth, Ms. Graham was not in business for herself, and shared none of the profit
(or 'surplus' if profit is technically the wrong concept) or bore any personal financial risk in respect of Mrs. Cuthbertson's non-profit stabling enterprise.

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55. Sixth, Ms. Graham had only one place of work – the Yard – which was owned by either Mrs. Cuthbertson or her husband.

56. Seventh, the Tribunal does not accept the April 2019 contract's description of Ms. Graham's status as that of "*self-employed*" reflected the parties' true bargain. The Tribunal accepts Ms. Graham's evidence that she signed her name on it simply because she was asked to do so at the time, without knowing what it was, and never received a copy at the time. The contract is also internally inconsistent – it describes Ms. Graham as self-employed, but also identifies her as an employee.

57. Eighth, while the written contract required Ms. Graham to obtain her own personal insurance, she did not do so at any point, and Mrs. Cuthbertson made no effort to check that she had done so at any point.

58. Ninth, Mrs. Cuthbertson paid Ms. Graham sick leave, an unusual arrangement if Ms. Graham was an independent contractor but what one would expect if Ms. Graham was an employee.

59. Tenth, Ms. Graham was allowed to hold herself out on Facebook as Yard Manager – Mrs. Cuthbertson knew this was happening, and made no effort to prevent it. Anyone seeing a Facebook post describing Ms. Graham that way would naturally assume she was one of the Yard's employees.

60. Eleventh, although the Tribunal has not seen the apprenticeship documentation, the fact Ms. Graham was Mrs. Cuthbertson's apprentice is consistent with, and at the very last mildly supportive of, Ms. Graham's case that she was an employee.

61. Twelfth, Ms. Graham largely used Mrs. Cuthbertson's equipment at the Yard. The amount of use of her own personal equipment was limited.

Employment Judge:	A Tinnion
Date of Judgment:	07 February 2022
Date Sent to Parties:	08 February 2022