



EMPLOYMENT TRIBUNALS

Heard at: Bristol (by video) **On:** 14 to 17 March 2022

Claimant: Mr Kiaran O'Brien

Respondent: Gaming International Limited

Before: Employment Judge Fowell

Ms S Maidment

Ms H Pollard

Representation:

Claimant Mr I Ahmed instructed by Minster Law Solicitors

Respondent Mr N Henry instructed by Croner Group Limited

JUDGMENT

1. The complaint of automatically unfair dismissal for making a protected disclosure is dismissed.
2. The complaint of detriment at work for making a protected disclosure is upheld.
3. The claimant is awarded compensation in the sum of £16,867.07

REASONS

Introduction

1. These written reasons are provided at the request of the claimant following oral reasons given earlier today.
2. Mr O'Brien worked at the respondent's greyhound racing track in Swindon. He was the Deputy Racing Manager for about a year until he was dismissed following a dispute at work with the Racing Manager, Mr Clive Oseman.

3. The company say that they could not work together anymore and so one of them had to go, and as Mr O'Brien had less than two years' service it had to be him. He says that it was because he had made various protected disclosures. The one which caused most annoyance concerned a race on 24 June 2020. He blamed Mr Oseman for racing a particular dog and says he warned him that the dog was not safe; and so it proved - it went straight on at the first corner and injured two other dogs, one of whom had to have its leg amputated. He had also made an earlier allegation of race fixing and raised the same concern again before his dismissal.
4. The complaints presented are therefore as follows:
 - a. automatically unfair dismissal for making a protected disclosure;
 - b. detriment at work for making a protected disclosure;
5. A total of 11 disclosures and 7 detriments were identified in the Case Management Order on 29 July 2021 and so need not be repeated at the outset. We will work through them in turn shortly.
6. In addressing these issues we heard evidence from Mr O'Brien, and on behalf of the company from Mr Oseman, the Racing Manager, Mr Peter Geeves, the General Manager, with whom Mr O'Brien raised his various concerns, and Mr Steven Hayward, the Finance Director, who summarily dismissed him. There was also a bundle of 180 pages plus Tribunal documents.
7. Few of these documents were produced at the time and so much depended on the credibility of the witnesses. We found Mr O'Brien's account to be detailed, coherent and plausible, and to be consistent with those documents we do have. In many respects his account was accepted by the company in the Grounds of Resistance. He also struck us as someone who likes things to be done properly, in accordance with the rules, and as someone who will raise his concerns when he feels that the rules are not being followed. That is not unusual in whistleblowing cases.
8. The respondent's evidence seemed to us to gloss over these concerns. Their case is of course that the various disclosures played no part in the decision to dismiss Mr O'Brien, and they focussed on the falling out between Mr O'Brien and Mr Oseman. Mr Oseman's witness statement was taken almost verbatim from the four or five page complaint he raised about Mr O'Brien after the race on 24 June 2020. Hence it contained a good deal of irrelevant material and in some respects it did not match the respondent's stated case at all. Mr Geeves was unable to recall some of the conversations and incidents put to him, and seemed to have attached little importance to the concerns which were raised, so where there was a clash between them we have largely preferred Mr O'Brien's account. Mr Hayward's involvement was essentially confined to the dismissal hearing on 10 July 2020, which he accepted was a decision made largely on the basis of

information given to him by Mr Geeves.

9. Having considered this evidence and the submissions on each side, we make the following findings.

Findings of Fact

10. Greyhound racing is regulated by the Greyhound Board of Great Britain ("GBGB"). They publish the rules, issue licences, provide training and have powers to deal with any breaches of the rules. The welfare of greyhounds is a high priority for them. Their document *The Greyhound Commitment* (p.109) states:

"Greyhound welfare has always been at the very heart of the racing community; people become involved in greyhound racing because they are animal lovers and, as such, will always act in the best interests of their dogs. Any individual who does not share and uphold these values or our Rules of Racing will be subject to our robust disciplinary process."

11. Mr O'Brien started working at the Swindon track on 19 March 2019. He is extremely experienced and had been a Racing Manager in the past. It is a very niche area of work and there are only about 20 greyhound tracks around the country, so such vacancies are rare. Mr Oseman knew Mr O'Brien by reputation and had some concerns about how well he would adjust to being a deputy, but Mr O'Brien assured him that he was happy not to have the extra responsibility. Mr Oseman and Mr Geeves accepted that. They agree that his probationary period passed off without any difficulty and that Mr O'Brien seemed to get on with everyone.
12. Mr Oseman's main role as Racing Manager was in "grading" the dogs. This is done in a succession of practice runs when they are timed. Dogs with similar times are then selected to race against each other. Each dog is assigned a lane. It is also an opportunity to see how each one behaves, whether it stays in its own lane or is prone to move in or out. Grading the dogs was Mr Oseman's main responsibility but Mr O'Brien did it when Mr Oseman was not around, as well as his other responsibilities. He largely ran the Race Office, where a good deal of admin and preparation for the races takes place, and he was the Welfare Officer. Each track has to have one as part of the Greyhound Commitment. Hence Mr O'Brien was responsible for the welfare of the dogs at Swindon and although a voluntary role, this was intended to be a significant responsibility.
13. Mr O'Brien raised a number of concerns during his employment. On 3 December 2019 he had a row with one of the local trainers and reported him to the GBGB for verbal threats and intimidation. In due course the GBGB published a caution against the trainer for acting in an inappropriate manner towards Mr O'Brien.

Race fixing

14. The sport was badly hit by lockdown from late March 2020 but it re-opened again, with restrictions, on 1 June. Shortly afterwards, on 10 June, Mr O'Brien made the allegation of race-fixing (**Disclosure 1**). This centred around the control of the mechanical hare, which was being driven around the track by one of the staff members, DS. Mr O'Brien says that DS had a family link with another local trainer, and that there was erratic driving when this trainer's dogs were racing. The hare can be slowed down, allowing other dogs to catch up with the leader and even win. According to Mr O'Brien, that is what happened, with an unexpected dog winning in a slow time by six or seven lengths. He was adamant that the hare was pulled up so short it almost stopped, and that this was obvious from the noise it made. There was no crowd at the track due to Covid so, he says, it was easy to hear.
15. Immediately after the race Mr O'Brien raised his concerns with the General Manager, Mr Geeves. It was seen by a race steward, Mr Potter, who agreed with him. All of the races are videoed, and Mr Geeves watched the race back and could not see anything amiss. He asked DS if he had slowed the hare and he denied it. Mr Geeves concluded that there was nothing in it, and that was the extent of the investigation.
16. In his later complaint to Mr Geeves, Mr Oseman mentions this allegation:

"More recently, he made allegations of corruption concerning [DS and JS], alleging that [JS] manipulated the hare to help a [certain] dog ... win and accusing [DS] of manipulating the track. Yet when they "got lippy" with him at the next trial meeting, he made a huge fuss, insisting I came in to your office with him as he stated that "he would not tolerate being spoken to like that"- by people he had just accused of corruption."
17. His indignation here is all for the owner of the winning dog, and he seems to blame Mr O'Brien for raising it. Mr Geeves accepted that Mr O'Brien went to see him about this, but his evidence was that Mr O'Brien just said that he *suspected* the hare driver of cheating but he could not prove anything. However, as the above passage shows, DS and JS were at least confronted about it.
18. If proved, this would clearly have been a criminal matter. It would be an offence under section 42 of the Gaming Act 2005. That Act provides a framework for the regulation of all forms of gambling. It established the Gambling Commission, and by section 28 the Commission has power to investigate whether an offence has been committed and to bring criminal proceedings.
19. Mr O'Brien had no confidence that anything would be done about it, so he sent an email to the GBGB (**Disclosure 2**). We do not have the email in question but this was not challenged. It was sent to a Mr Levy, a contact of Mr O'Brien's. Mr Levy

said they would put it on their Welfare Hotline, which is used for people to raise anonymous concerns about greyhounds or about the integrity of the sport.

20. It is not clear to us what the GBGB did about it. Mr Hayward, the Finance Director who dismissed Mr O'Brien, shed some light on it. He only became aware of this issue much later, from reading this passage in the letter from Mr Oseman. Mr Hayward told us that he spoke to one of the other directors, an acknowledged expert on the racing industry, and was told that it would have been passed to the GBGB racing integrity team. They would have decided whether to conduct an inquiry. Since no enquiry was raised, Mr Hayward concluded that the concern was not valid.
21. It may simply be however that the video evidence alone, without sound, was inconclusive. Given the seriousness of the allegation it is surprising that no internal investigation was carried out. Apart from the potential criminality, it would be a disciplinary matter. But no witness statements were taken. No one spoke to the race steward, Mr Potter. There was no enquiry into the claimed family link between DS and the owner of the dog who won, or a consideration of the winning time. Such an investigation would at least have had the merit of resolving things between the staff members concerned rather than leave things to fester. As things were, and given the family link, no doubt the owner of the dog was also aware of the allegation. However, the view was taken, and this became a theme of the evidence we heard, that this was just Mr O'Brien's opinion.

Newinn Buddy

22. Almost immediately a further issue arose. On Saturday 13 June 2020 the trial took place at the track for a greyhound called Newinn Buddy. He had previously raced at the respondent's track in Poole but that was closing and this was his first time in Swindon. Each greyhound has to have at least two qualifying trials with two other dogs over the distance it will be racing. The time is recorded and that determines the dog's grade. In this case it was overseen by Mr O'Brien and the trial did not go well. The first run was okay but on the second one Newinn Buddy veered out at the first bend and knocked two other dogs over.
23. Mr O'Brien spoke to the dog's trainer about this. The trainer was obviously concerned about the dogs which were knocked over, but they were unharmed. Mr O'Brien arranged to give those two dogs another trial run on 18 June, and to do the same for Newinn Buddy.
24. A few days before this re-trial Mr Oseman decided to cancel it without telling Mr O'Brien. When Mr O'Brien was looking for the dog's grading card Mr Oseman told him that he had decided that Newinn Buddy did not need another trial and he had simply added him to the racing strength. The dog was an established runner at Poole and usually ran in one of the middle lanes. Mr Oseman knew this, and he knew that in the trial Newinn Buddy had been running near the inside, in lane 2,

which therefore had a tighter bend. He felt that the dog would be fine if placed back in a middle lane. Mr O'Brien protested that this was unsafe. He said it was an accident waiting to happen (**Disclosure 3**), that it would cause injury to other dogs (**Disclosure 4**) and that it would be a breach of GBGB rules (about treating dogs with respect) (**Disclosure 5**). He stressed that another trial was needed (**Disclosure 6**) and added that the dog's trainer agreed. Mr Oseman did not. His response was that "If I want your opinion I'll ask for it".

25. Things seem to have been building up between the two of them. Mr Oseman felt that Mr O'Brien was taking too much on himself, generally giving orders and bossing people around – in other words, that he was taking over. His evidence to us was that he discounted Mr O'Brien's advice because he was known to exaggerate and to be dishonest and vindictive. These phrases were also used in the letter of complaint he wrote shortly afterwards, to which we will return. What motive Mr O'Brien would have for claiming that a dog was unsafe to run is unclear to us, but this seems to have been his attitude to the complaints raised by Mr O'Brien, and whatever Mr O'Brien recommended was likely to be dismissed.
26. Following this discussion about Newinn Buddy, Mr O'Brien went off to see Mr Geeves, raising the same issues (i.e. Disclosures 3 to 6), but Mr Geeves was content to leave all this to the Racing Manager and did not interfere. So, the following morning Mr O'Brien told him that he was stepping down as Welfare Officer and that he was going to inform the GBGB. He did then call the GBGB (**Disclosure 7**) to let them know about his concerns and then followed this up with an email (p.144) advising Mr Levy that:

"I fear a major welfare issue is likely to unfold in the coming weeks at the track which I cannot control or rectify."

27. The major welfare issue was unspecified, but there was another cause for concern at the time, which he had explained in his call. One of the trainers, DJ, who was contracted to provide dogs for races at the track, wanted to leave. Covid restrictions had cut down his income and the influx of new dogs from Poole meant that his chance to enter dogs for races, on which his fee was based, was much lower than it had been. There was a legal dispute over whether the pandemic allowed him to cancel the contract but the track's position was that he could not and he was not prepared to risk attempting to exit the contract without their approval. However, he told Mr O'Brien that he was barely able to support himself and the forty dogs under his care. Hence the major welfare issue was in fact the care of these dogs. This is clear from the rest of the message:

"I firmly believe the rumours that [DJ] will pack up due to financial issues and he could be the first of a few. I have spoken to him at length and he is in a bit of a pickle. Add in the recent addition of Poole trainers, the financial implications for trainers are difficult to quantify."

I have advised Peter Geeves of my decision verbally and I will leave it with him to advise of a replacement.”

28. Mr Geeves accepts that they did discuss this concern about DJ. Mr O’Brien urged him to release the trainer from his contract but it was not something he could deal with – the directors and the company’s lawyers were dealing with it. In the meantime Mr Geeves took over as Welfare Officer. This cannot have been welcome to him. Apart from increasing his responsibilities it meant that for the second time in short succession a report had been made to the governing body about alleged poor practice at Swindon.
29. On 22 June Mr O’Brien found out that Newinn Buddy was due to take part in a race in two days’ time. He approached Mr Oseman again to register his concerns **(Disclosure 8)** but got nowhere. Mr Oseman ignored him **(Detriment 2)**. Once again, he went to see Mr Geeves about it too, but Mr Geeves was uninterested.
30. So, the race went ahead. And just as in the trial, Newinn Buddy ran straight on at the first bend and once again knocked over two other greyhounds. This time one of them, Ballymac Amarilo, had severe injuries and was carried off the track.
31. Immediately after the race Mr O’Brien, who was not aware that Mr Oseman was in the Stadium, called Mr Geeves to the Stewards Box to show him what had happened. Mr Geeves and Mr Oseman arrived together. They replayed the video and Mr O’Brien said that this had been entirely predictable **(Disclosure 9)**. Mr Oseman said words to the effect, “I guess that’s my fault then is it?” and Mr O’Brien said yes, it was. Mr Oseman called him a “fucking cunt” **(Detriment 1)**. Mr O’Brien warned him that if he said that again he would get his lawyers on to him and Mr Oseman duly called him a cunt again then left the Stewards Box, slamming the door behind him.
32. About half an hour later Mr O’Brien sent an email to Mr Geeves to “lodge an official complaint” about Mr Oseman (p.146). The tone was angry –

“...if language was used like that in a pub or in other environment Clive would quite possibly find himself eating hospital food.”
33. At 12.35 that day, when the racing had finished, Mr Geeves met Mr Oseman in the restaurant to take a statement from him. There was a note taker present (p.147). Mr Oseman accepted that he had got angry and used this language but said that it was because Mr O’Brien undermined him. They had, he admitted, had a previous discussion about Newinn Buddy although Mr Oseman seemed vague about what had happened at the trial. He seemed to think Newinn Buddy had been wiped out (knocked over) by another dog rather than the one who knocked them over. Asked why he had included Newinn Buddy in the race he said:

“I graded it on because, at the time, we needed the dogs. I was happy with the first trial and felt it could be graded.”

34. At about 2.00 pm Mr O'Brien was also interviewed about this. He was still angry and made clear that he had warned Mr Oseman about the previous trial. He also complained generally about Mr Oseman - he was rarely around, no one ever knew when he was coming in, this sort of language was not a one-off, he used it with the trainers too, and in general he (Mr O'Brien) was not allowed to question anything or have a different opinion.
35. A statement was then taken from Mr Potter, who had been in the Steward's Box. He said that Mr O'Brien was trying to prove a point because he had told Mr Oseman not to race Newinn Buddy. He felt that Mr O'Brien had egged Mr Oseman on to repeat the 'c' word with his mutterings about getting a solicitor. Asked about their working relationship he said that when they were both in a good mood it was fine but that both of them had opinions and both of them had to be right. He agreed that it was affecting his work.
36. Not content with this internal investigation Mr O'Brien also called the GBGB to tell them that he had raised a complaint against Mr Oseman for a breach of the rules. Again, nothing seems to have been done about this.
37. When Mr O'Brien came in to work on Friday, 26 June, Mr Geeves told him that Mr Oseman would be off for a while and that in the meantime he was to carry out the duties of Racing Manager.
38. Races take place at the weekend too so Mr O'Brien was in work on Sunday, 28 June. He saw the trainer, DJ, who was looking to leave Swindon. Ballymac Amarilo was one of his dogs. Mr O'Brien asked him about the dog and he burst into tears, saying that it needed reconstructive surgery and there was no guarantee it would be successful. The surgery and rehabilitation would cost about £6,000.
39. That evening, during the races, Mr O'Brien told Mr Geeves about this, and how upset the trainer was. Whether because this was a reminder of the effects of the race or because of the ongoing contractual dispute, Mr Geeves was unsympathetic and said it was none of Mr O'Brien's business.
40. Also that day, 28 June, Mr Oseman sent to Mr Geeves by email his five page letter of complaint about Mr O'Brien (p.155). In this he said that Mr O'Brien was "a narcissist, a fantasist or a liar, and is very vindictive." Mr Oseman has fibromyalgia and by long-standing agreement kept irregular hours, coming to work as and when he was able. In his letter he complained that following Mr O'Brien's arrival, staff had started making comments about his timekeeping and looking at their watches. He described an ongoing feud between Mr O'Brien and the trainer who had been sanctioned by the GBGB, alleging that Mr O'Brien had "falsely accused" the trainer of threatening him with violence, and then of petty behaviour in trying not to grade this trainer's dogs afterwards. He also gave a long justification for his decision to include Newinn Buddy in the race and said that

calling Mr Geeves to the Steward's Box rather than him had been done to "stick the knife in".

41. Mr Geeves passed this letter on to Mr Hayward. He also took advice from the company's HR advisers, Croner. Clearly there was now a serious problem to resolve. Each had raised a grievance against the other. Mr Oseman's letter, and his previous behaviour, showed that he was unwilling or unable to continue to work with Mr O'Brien, whether or not he said so expressly. At the same time some of his criticisms were clearly unfair. Mr O'Brien was entitled to raise his concerns about Newinn Buddy taking part. Mr Oseman had reacted aggressively and without any good reason. That was a potentially serious disciplinary matter. The normal process would therefore involve investigating the grievances, taking some disciplinary action against Mr Oseman, then some steps to restore a viable working relationship. Or they could simply dismiss Mr O'Brien who had less than two years' service. That is what the company decided to do.
42. Nothing was said to Mr O'Brien about this letter of complaint. He did not see it until after his dismissal. As far as he was concerned, the only issue to resolve was his grievance against Mr Oseman. Nothing was said to him about Mr Oseman or when he was returning to work.
43. On 3 July there was another incident of suspected race-fixing, involving the hare being driven by DS. Mr Stow, who was officiating with Mr O'Brien, agreed with him about it. As before, Mr O'Brien went to see Mr Geeves after the race meeting (**Disclosure 10**) and Mr Geeves said he would investigate. This time, Mr O'Brien told Mr Geeves that if the same thing happened again he would void the race. Needless to say that would cause a very public embarrassment for DS and for the respondent. Despite this, Mr Geeves took no action, even to ask Mr Stow about the incident. Also that day DJ called Mr O'Brien to say that he had received a second opinion and was considering having the dog's leg amputated. He was very distressed.
44. On 6 July Mr O'Brien, having not heard anything further about his grievance, asked Mr Geeves for an update. Mr Geeves just said it was being dealt with by an outsourced company (**Detriment 5**). By this he meant that it had been referred to Croner. Unhappy with this, Mr O'Brien followed this up by email asking for their details but did not receive any response.
45. On 8 July he asked again, and also asked when Mr Oseman would be returning to work. Mr Geeves told him that he might be back on 10 July 2020 when his sick note ran out. By then, without mention to Mr O'Brien, the case had been passed to Mr Hayward.
46. On 9 July Mr O'Brien had a call from DJ's partner to say that they had decided to have Ballymac Amarilo's leg amputated. It was to be done the next day. She said that DJ was beside himself and was constantly breaking down; he had a history of

depression and was having counselling, so she was worried that he might do something 'silly'. So, on 10 July, on arrival at work, Mr O'Brien went to see Mr Geeves about this (**Disclosure 11**). Mr Geeves was not interested in DJ's situation however. His response was simply that it would be cheaper to put the dog down.

The Dismissal

47. Mr Oseman did not come into work that day. It seems likely that he had been told that Mr O'Brien was going to be dismissed so it was better that he was not there. At around 12.30 Mr Geeves told him that Mr Hayward wanted to see him before he went home about his complaint. They met at about 3.30. Mr Geeves was there too. It was a short meeting, and Mr Hayward told him that he was dismissed (**Detriment 6**). Afterwards, Mr Hayward made some notes of what had been said, but these were never shown to Mr O'Brien. They record his view that the racing office was dysfunctional with two experienced racing managers at loggerheads. Neither wanted to work with the other and so one of them had to go. Given that Mr Oseman had been there for 20 years, they had decided that it had to be Mr O'Brien. He went on to make a number of points which he had from Mr Geeves, including Mr O'Brien's "inability to get on with the leading trainer, the Vet and the senior track staff."

48. Mr O'Brien was placed on garden leave (**Detriment 3**) for a month and his last day of employment was therefore 10 August 2020. On 15 July he received an outcome letter (p.163) which stated that

"The principal reason for your dismissal is that you have stated your unwillingness to work for Mr Oseman, thus disrupting the smooth running of the racing office at a critical time in the life of the Company."

49. Again, Mr O'Brien had never said this (nor, in fact, had Mr Oseman) and this information came from Mr Geeves. Mr O'Brien attempted to appeal this decision but was told that there was no right of appeal given his length of service. It follows that no action was taken in relation to his grievance either (**Detriment 4**).

Applicable Law

Were these protected disclosures?

50. Section 43A Employment Rights Act 1996 provides that:

In this Act a "protected disclosure" means a qualifying disclosure (as defined by section 43B) which is made by a worker in accordance with any of sections 43C to 43H.

51. Then by section 43B there are six types of disclosure which may be made. It states:

- (1) In this Part a “qualifying disclosure” means any disclosure of information which, in the reasonable belief of the worker making the disclosure, is made in the public interest and tends to show one or more of the following—
- (a) that a criminal offence has been committed, is being committed or is likely to be committed,
 - (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject ...
52. The other four types of disclosure are not relevant here. The race fixing allegation concerns point (a), a criminal offence and the other allegations concern point (b) - failing to comply with a legal obligation.
53. The disclosure also must be of “information”. The mere making of an allegation is insufficient, unless some concrete factual information is also conveyed. So, saying: “you are not complying with health and safety requirements” discloses no information, but adding: “because the wards have not been cleaned for two weeks”, does: **Cavendish Munro Professional Risk Management Limited v Geduld** [2010] IRLR 38.
54. More recently, in **Kilraine v London Borough of Wandsworth** [2018] ICR 846, the Court of Appeal stressed that ‘information’ and ‘allegation’ are not mutually exclusive and that Tribunals should consider instead whether the disclosure has “a sufficient factual content and specificity such as is capable of tending to show one of the six relevant failures”.
55. A public interest test also has to be met. No submissions were made on this point by the respondent. It has been considered in a number of cases, particularly in **Chesterton Global Ltd and anor v Nurmohamed (Public Concern at Work intervening)** 2018 ICR 731, CA. That case concerned disclosures about accounting practices at the firm and the Court of Appeal identified a range of factors that would be relevant including:
- a. the numbers in the group whose interests the disclosure served;
 - b. the nature of the interests affected and the extent to which they are affected by the wrongdoing disclosed;
 - c. the nature of the wrongdoing disclosed; and
 - d. the identity of the alleged wrongdoer.
56. If this test is met, the next question is whether Mr O’Brien has suffered any detriments as a result or has been dismissed for this reason.

Detriment

57. By s.47B Employment Rights Act 1996:

- (1) A worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker has made a protected disclosure.

58. A detriment does not have to involve any physical or economic consequences. It may be something quite minor and personal. According to the House of Lords in **Shamoon v Chief Constable of the Royal Ulster Constabulary** [2003] ICR 337 HL the question is whether

“the treatment [is] of such a kind that a reasonable worker would or might take the view that in all the circumstances it was to his detriment”

59. The only exception, set out in section 47B(2), is that the detriment cannot include dismissal. There are separate rules for whistleblowers who are dismissed including, for example, the fact that no award of injury to feelings can be made in dismissal case.

60. The detriment has to be “on the ground that” the employee has made a protected disclosure. The Court of Appeal in **Fecitt v NHS Manchester** [2012] IRLR held that this means that the disclosure must have had a ‘material influence’ on the detriment. That is a considerably easier test to meet than the test for dismissal.

61. Time limits apply to such claims. By section 48(2) a detriment claim has to be brought within three months of the act or failure in question, “or, where that act or failure is part of a series of similar acts or failures, the last of them.”

62. Section 207B of the Act then extends the time limit to allow for time spent in early conciliation. Early conciliation starts with Day A and ends with Day B and by subparagraph (3):

“In working out when a time limit ... expires the period beginning with the day after Day A and ending with Day B is not to be counted.”

63. The relevant dates here are as follows:

- | | |
|--|------------------|
| a. Start of early conciliation (Day A) | 15 July 2020 |
| b. End of employment | 10 August 2020 |
| c. End of early conciliation (Day B) | 29 August 2020 |
| d. Claim form (ET1) presented | 10 November 2020 |

64. Mr O'Brien did not submit his claim form within a month of his dismissal, but the

time spent in early conciliation (45 days) is still added to the usual three month period. It follows that any detriment before **7 July 2020** is out of time, unless part of a series of similar acts or failures.

Dismissal

65. The dismissal was certainly in time. If Mr O'Brien can establish that he did make a protected disclosure, the next question is whether he was dismissed for that reason. By s.103A Employment Rights Act 1996:

“An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee made a protected disclosure.”

66. The principal reason is the reason that “operated on the employer’s mind at the time of the dismissal”: per Lord Denning MR in **Abernethy v Mott, Hay and Anderson** 1974 ICR 323, CA. So, for example, in **Kuzel v Roche Products Ltd** [2008] IRLR 530, the tribunal found that the principal reason was simply that the line manager lost his temper. We therefore need to address the reason that operated on the mind of the decision maker, in this case Mr Hayward.

67. There are exceptions to this principle, where someone else is aware of the protected disclosures and wants the employee dismissed, but gets another manager to take the decision. The leading case is the Supreme Court’s decision in **Royal Mail Group Ltd v Jhuti** 2020 ICR 731, SC. In that case the employment tribunal had found that the employee made protected disclosures to her line manager, the line manager responded by bullying her and pretending that her performance was inadequate, and someone else was appointed to decide whether she should be dismissed. The manager had no reason to doubt what he was told about her performance. The Supreme Court thought that these facts were extreme and such cases would be rare. Usually the employee would be involved in the decision making process and could have their say. (In that case the employee was off sick with stress and the decision was taken in her absence.) The question was ultimately what was the reason for the dismissal:

“If a person in the hierarchy of responsibility above the employee decided that the employee should be dismissed for a reason, but hid it behind an invented reason which the decision-maker adopted, it was the court’s duty to penetrate through the invention rather than to allow it also to infect its own determination.”

68. The final point to note is that there can be a combination of disclosures. In **EI-Megrisi v Azad University** (IR) in Oxford UKEAT/0448/08 (4 June 2009, unreported) the Employment Appeal Tribunal held that where an employee alleges that they have been dismissed because they made multiple public interest disclosures, s.103A does not require a tribunal to consider each such disclosure separately and in isolation, as their cumulative impact can constitute the principal

reason for the dismissal.

Conclusions

69. Applying the law to the facts as found, we start with whether there were any protected disclosures here. They fall into three categories:
- a. those relating to race-fixing;
 - b. those relating to Newinn Buddy; and
 - c. those relating to DJ.
70. There was little dispute that the bulk of the disclosures were made. According to the Grounds of Resistance:
- (8) The Respondent admits that the Claimant did raise the matter referred to at subparagraph 5 of the Claimant's particulars in relation to the driving of the mechanical hare by [DS], the Track driver of the Respondent. The Respondent denies however that the Claimant raised the same concern further on 03/07/2010.
71. Hence, Disclosure 1 is admitted and we have already found that Mr O'Brien then telephoned the GBGB about this (Disclosure 2). The second incident on 3 July is dealt with shortly.
72. The Grounds of Resistance also state:
- (7) The Respondent admits that the Claimant did raise the matter referred to at subparagraphs a – d of paragraph 5 of the Claimant's particulars of claim relating to the greyhound Newinn Buddy.
73. These matters were:
- a. on 16 June 2020 telling Mr Geeves and Mr Oseman that Newinn Buddy was an accident waiting to happen and had already wiped out two other dogs in a trial – Disclosure 3
 - b. that Newinn Buddy would cause injury to other greyhounds if he were allowed to race and the duty of care to protect the welfare of the greyhound could not be maintained if Newinn Buddy was permitted to race – Disclosure 4
 - c. that GBGB rules require every racing greyhound be treated with care and respect throughout its career and that this requirement was not being followed by the Respondent – Disclosure 5
 - d. that a trial should be undertaken to assess the suitability of whether Newinn Buddy should race in the future – Disclosure 6.

74. So these disclosures are also admitted. Disclosure 7 is simply passing on these concerns to the GBGB by telephone. We do not have a record of that telephone call, only the subsequent email to Mr Levy. As we have found, this email actually related to concerns about DJ, not about Newinn Buddy. That is a curious anomaly in the claimant's case, and given the terms of the email we cannot accept that the concerns about Newinn Buddy were passed on to the governing body.
75. Disclosure 8 was that on 22 June 2020 Mr O'Brien reiterated his concerns to Mr Oseman about entering Newinn Buddy into another race and was told 'if I want your opinion, I will ask for it'. In fact, Mr O'Brien's evidence in his witness statement was that these words were said on or around 15 June (para. 21) when he noticed that Newinn Buddy's race card was missing and remonstrated with Mr Oseman. However, we find that his advice was also disregarded on 22 June.
76. Disclosure 9 concerned the events in the Steward's Box on 24 June, Mr O'Brien showing Mr Geeves the race in slow motion and stating that it had been an avoidable racing incident. It is not disputed that this was said.
77. Disclosure 10 was that on 3 July 2020 Mr O'Brien informed Mr Geeves that DS had deliberately slowed the hare again on 3 July. We see no reason for Mr O'Brien to invent the second occasion, and it was then that he told Mr Geeves that he would void the race if it happened again. Mr Geeves agreed that that was said, and so we conclude that this allegation (Disclosure 10) was also raised.
78. Disclosure 11 was about DJ's mental health, and although Mr Geeves denied saying that it would be cheaper to put the dog down, he was aware of concern over DJ's mental health and we find that it was raised with him.

Did they disclose criminality or breach of a legal obligation?

79. The race-fixing allegations clearly relate to a criminal offence. As to the concerns over the welfare of greyhounds racing with Newinn Buddy, no question was raised about whether this was a legal obligation. It appears to be fundamental to the Greyhound Commitment, which is a central plank of the work of GBGB. They have the power to discipline individuals and to remove licences from organisations. Without hearing any submissions about the legal basis for their rules and guidance we accept that Mr O'Brien had a reasonable belief that these were legal obligations, and that was not challenged.
80. The last allegation relates to the trainer, DJ. The only allegation here relates to what was said to Mr Geeves on 10 July. By that stage the main concern was over his mental health, not (as before) over the future care of the greyhounds. However important that issue was, it did not involve a legal obligation on the part of the company and so we conclude that that was not a protected disclosure. (In any event, we also conclude that the decision to dismiss Mr O'Brien had already been taken by then and so this played no part in that decision or in the other

detriments.)

Did they disclose information?

81. It is not clear to us why this has been raised as an issue. (Some of the points in the Grounds of Resistance do not stand any scrutiny, such as the assertion that Mr O'Brien was dismissed following a fair procedure.) The allegations of race fixing appear to us quite specific and detailed. The same is true of the next four allegations about Newinn Buddy. For example, telling Mr Oseman that it was not safe for Newinn Buddy to race because he had caused an accident at a trial, wiping out two dogs, is a disclosure of information. The events in the Steward's Box are also detailed and specific. In each case the necessary level of information and detail has been amply provided.

Public benefit test

82. As to the public benefit test, this also seems clear cut. There is a public interest in the criminal law being upheld, and those who like to place bets on greyhound races have an interest in its integrity. That is particularly so of those who placed bets on these particular races. Concerns over the safety of greyhounds must also affect the same section of the public. As already emphasised, greyhound welfare is integral to the work of the GBGB and to the racing industry generally. In line with GBGB policy, safe practices will concern race goers or race viewers perhaps as much as the absence of cheating or race-fixing.
83. Hence we are satisfied that Disclosures 1 to 6 and 8 to 10 meet the tests for protected disclosures.

Detriments

84. To recap, and ignoring the dismissal itself, the six remaining alleged detriments are as follows:
- a. being subject to foul and abusive language by Mr Oseman;
 - b. being ostracised and his comments being ignored by Mr Oseman;
 - c. refusing to address Mr O'Brien's grievance;
 - d. ignoring his request for an update on 6 July 2020;
 - e. being placed on garden leave on 10 July 2020;
 - f. not permitting a right of appeal.
85. This has involved some re-ordering and simplifying. It was argued that the exclusion of dismissal from the range of detriments meant that (e) and (f) were also excluded, but that does not necessarily follow. The test, again, is whether a

reasonable worker might take the view that in all the circumstances it was to his detriment. That may include being denied a right of appeal, whatever his strict entitlement, or indeed not being allowed to work his notice. Hence there are six potential detriments. The test in each case is whether the detriment was *materially influenced* by the disclosure or previous disclosures.

86. We have no doubt that the foul and abusive language was a detriment and was materially influenced by the warnings over Newinn Buddy. Mr Oseman sought to explain himself by the fact that he was provoked by Mr O'Brien's words to the effect "I told you so". The specific nature of the warning, and the fact that it was immediately proved correct in exactly the same fashion, must have made it all the harder to take. It is pointless in our view to try to separate the "I told you so" from the earlier warnings. They are part and parcel of the same episode.
87. The next alleged detriment is essentially having his opinions rejected. This became a theme of his employment and it was something he (justifiably) found frustrating. The connection with the disclosures is less clear cut, but something caused their relations to turn sour. The probationary period passed off without any difficulty. There is some indication in Mr Oseman's complaint letter of 28 June that he took exception to the things that Mr O'Brien was raising, such as the complaints about hare driving and the dispute with the trainer. He blamed Mr O'Brien for raising them and being surprised that people were angry about it. These sort of allegations must have undermined him as Racing Manager. Mr O'Brien was saying that there was cheating going on at his track. The warnings about Newinn Buddy were a direct challenge to his assessment, hence his comment to the effect "If I want your opinion I will ask for it." Overall we conclude that the defensive reaction on his part was materially influenced by these disclosures.
88. The failure to respond to Mr O'Brien's grievance was also in our view a justified frustration. Nothing was done for over two weeks after the incident in the Stewards' Box. During that time he was working as usual, but chaffing about his treatment. He was expected to carry on as normal despite being roundly abused by his manager. And his employer was doing nothing about it. Similarly, the failure to provide him with any updates when he asked added to his frustration. These points therefore also amount to detriments.
89. Was this just an inevitable consequence of the decision to dismiss him, or was it because of the allegations he had made? The grievance process had been started and the interviews were carried out almost immediately, so something must have intervened. At some point, about which the respondent was unforthcoming, a decision must have been made to prefer Mr Oseman and to dismiss Mr O'Brien. That was probably not at the outset. Mr Oseman was off sick and may not have returned to work at all. In the meantime Mr O'Brien was having to cover the work of both of them. When it became clear that Mr Oseman was willing and able to return to work it seems likely that the die was cast.

90. Was that because of the accumulation of disclosures, or just down to length of service? There was little to choose between the two men in terms of knowledge and experience, and Mr Oseman's judgment had been called into question over the accident to Ballymac Amarilo, so a decision in favour of Mr Oseman was not inevitable, although it would have been more costly. It is difficult to make any clear findings, and this aspect is considered further in connection with the dismissal, but it seems to us that a significant part of the reason why Mr O'Brien had fallen out of favour was that he had made these various allegations. Whether because they inflamed Mr Oseman or because they brought the stadium into disrepute with the GBGB, owners, trainers, or the betting public, it was all unwelcome. In that sense, the decision to prefer Mr Oseman and hence to ignore Mr O'Brien's grievance, was in our view materially influenced by these disclosures.
91. The decision to place him on garden leave however is simply a practical arrangement. He says that he was made to leave work that day and this made him feel or appear to be at fault. We accept that he felt that this was a detriment. The alternative was to allow him to work his notice. This was not done because of the tension between the two men, which may well have been even worse during the notice period. However, we accept that an immediate departure was the usual practice for the respondent and the disclosures played no part in it.
92. The same is true of the refusal to allow him an appeal. He will have felt with some reason that that was unfair, but again it was part of the respondent's normal practice when making a "short-service" dismissal of this sort.

Time limits

93. Of the four detriments upheld, the first two are outside the normal time limit of 7 July 2020:
- a. the foul and abusive language by Mr Oseman on 24 June; and
 - b. being ignored by Mr Oseman on 22 June and at other times.
94. (Mr Oseman went off sick on 24 June so the second allegation covers events up to that date but not later.)
95. The last two detriments are closely linked and towards the end of that period:
- a. refusing to address his grievance; and
 - b. ignoring his request for an update on 6 July 2020.
96. The last of these is also out of time. The first is an ongoing complaint, which extended to 10 July 2020 when he was dismissed. He made several enquiries about his grievance. The enquiry on 6 July was in writing but he asked again 8 July and was again blanked by Mr Geeves.

97. Since one of the detriments – the failure to address his grievance - was in time, the next question is whether the others were similar acts or failures. We conclude that they are. There is a close connection between them. The grievance was about the outburst on 24 June. This followed Mr Oseman brushing off Mr O'Brien's advice about Newinn Buddy on 22 June. In his grievance interview Mr O'Brien also complained about the way he was treated generally – "I can't have an opinion unless it's Clive's". Finally, these events all took place over a period of a few weeks and all involved Mr O'Brien, Mr Oseman and Mr Geeves. It is difficult to see any basis to separate them and none was suggested. Hence Mr O'Brien is entitled to succeed in relation to these four detriments.

Dismissal

98. The next and major question is whether the *principal* reason for the dismissal was the protected disclosures. Or was it simply that the working relationship had broken down?
99. Our starting point is to consider what was in the mind of Mr Hayward. As noted earlier, he had made some enquiries of his own about the race-fixing allegation. He was satisfied that there was nothing in it. He also talked to Mr Geeves about the situation. Most of the information came from Mr Geeves and he told us that he had no reason to doubt it, much like the manager in **Jhuti**. Some of it was wrong however, in particular the fact that Mr O'Brien had said that he was not prepared to work with Mr Oseman, a significant point. Other details were exaggerated, or at least we have not seen any real evidence to support them, such as the breakdown in relations with the vet. This apparently relates to a remark made by the vet about wearing a mask. The issue with the trainer refers to the allegation in December 2019 when Mr O'Brien was abused. As to the strained relations with other senior staff, they were never identified. That may well be a reference to Mr Geeves himself. But that was the information he was given. We are satisfied on that basis that Mr Hayward's only reason for dismissal was the breakdown in the working relationship. The stadium was struggling financially. Covid precautions meant that they had no crowd in attendance and they had lost about half of their online viewers, so the cheapest and easiest route was most attractive.
100. However, the fact that all this information came from Mr Geeves means that this is one of those rare cases, as in **Jhuti**, where we have to work out whether there was an underlying reason on Mr Geeves' part for the dismissal. (As in that case, Mr O'Brien had no chance to give his side of the story before he was dismissed.) To what extent therefore was *Mr Geeves* concerned about these allegations?
101. That is not easy to say, but he does not seem to have taken any particular action or put himself out as a result of any of them. The race-fixing was of course a very serious issue, but nothing had come of it. The GBGB had not followed it up. There was no investigation pending. That also seems to be the case following the

second incident. That may have had a greater effect because of the threat to void a race in future, and Mr O'Brien's resignation as Welfare Officer, although not itself a protected disclosure, must also have caused annoyance.

102. As to the allegations about Newinn Buddy, nothing at all was done about them. Although we were told that Mr Oseman later received a verbal warning, apparently not committed to paper, over his swearing at Mr O'Brien, at no point was he disciplined or taken to task over the fact that he refused to put Newinn Buddy into another trial, that he ignored the clear warnings from his experienced Deputy, or that he put other greyhounds at risk. The Newinn Buddy disclosures themselves did not seem to concern anyone very much. The major issue was the fallout from the race, not the warnings that preceded it.
103. To find that the principal reason for dismissal was the making of these disclosures, or a combination of them, is a relatively high threshold. Mr O'Brien does not suggest that he was dismissed independently of the events on 24 June and as a direct result of his disclosures. His case, and his list of detriments, rests on a chain of events roughly as follows:
 - a. he made the various disclosures;
 - b. that led to annoyance or worse on the part of Mr Geeves and Mr Oseman;
 - c. this was compounded by the accident to Ballymac Amarilo;
 - d. that led to events in the steward's box and Mr Oseman being blamed;
 - e. he reacted with abusive language; and
 - f. that led to Mr O'Brien's dismissal.
104. If the chain consisted of the disclosures and dismissal only it would be far easier to show that they were the reason why. We do not doubt that the disclosures had some continuing influence. That is reflected in our decision that the lack of a grievance process was a detriment. However, despite our considerable sympathy for the position in which Mr O'Brien was placed, we cannot find that the disclosures were the principal reason for his dismissal. On any view, there was a breakdown in the working relationship between the two men, even if neither of them gave an ultimatum that they would not work with the other. It is very difficult to see how they could have repaired things after the abusive language used in the Steward's Box, and that is reflected in Mr O'Brien's reference to hospital food. Mr Geeves may well have been more annoyed or concerned about the build-up of incidents than Mr Hayward, but still the overriding consideration was that they could not carry on working together, and so it would be better if Mr O'Brien was dismissed. That may not be fair. Indeed, it was very unfair. Mr O'Brien was the victim of the abusive behaviour and yet he was the one dismissed. But that

breakdown in their working relationship was, we are satisfied, the main reason for the dismissal, and so that complaint cannot be upheld.

Remedy

105. It remains to assess compensation for injury to feelings resulting from these four detriments. We remind ourselves that the purpose of such an award is compensation rather than to punish the employer.

106. In **Virgo Fidelis Senior School v Boyle** 2004 ICR 1210, the Employment Appeal Tribunal held that it was appropriate to adopt the same approach to compensation in whistleblowing detriment claims as in discrimination claims.

107. Mr Henry cast doubt on that authority, relying on a passage in the *Employment Tribunals Remedies Handbook 2021-22* at page 22, which provides:

The award may also include compensation for injury to feelings (though this has been queried in *obiter* remarks by Singh LJ in **Gomes v Higher Level Care Ltd** [now reported at 2018 ICR 1571, CA]. Where a worker has brought the claim under s45A, 47B or 47D and the detriment is the termination of the contract, which is akin to a claim for unfair dismissal of an employee, it is arguable that injury to feelings may be awarded, but only up to the amount of a basic award (see *Injury to Feelings*).

108. The first sentence does confirm that such compensation may be awarded, but we had some trouble with the rest of this passage,. As already noted, it is not open to a worker to bring a detriment claim about his dismissal so the second sentence has no application. It is certainly not derived from the **Gomes** case, which makes no mention of a basic award. In that case the Court of Appeal considered whether compensation under Reg 30(4) of the Working Time Regulations, i.e. a failure to allow daily rest breaks. The Court decided that compensation for injury to feelings was not appropriate in that sort of case. There was some argument that those situations were similar to cases involving detriment for trade union membership, which was discounted, and it was also argued that there were some contractual cases, such as holiday claims, where compensation for injury to feelings was awarded. That argument was rejected too, in favour of an award based on the rate of pay for the time lost. The case of **Virgo Fidelis Senior School v Boyle** was not referred to. Counsel for the employee, at para 51, referred to a first instance decision which allowed compensation for whistleblowing detriment cases. Singh LJ then noted at para. 52 that the test in section 49(2) for the award of compensation in whistleblowing cases is very similar to that in discrimination cases, and then said (para. 53) that this took matters no further. That is because the Court was dealing with a case under the Working Time Regulations, not the very different regime in discrimination or whistleblowing cases.

109. However, that case is a reminder of the relevant test at section 49(2):

“The amount of the compensation awarded shall be such as the tribunal considers just and equitable in all the circumstances having regard to— (a) the infringement to which the complaint relates, and (b) any loss which is attributable to the act, or failure to act, which infringed the complainant's right.”

110. Applying **Virgo Fidelis Senior School v Boyle** compensation for injury to feelings is available in such cases. The general guidelines that apply to compensation in discrimination claims were set out by the Court of Appeal in **Vento v Chief Constable of West Yorkshire Police** 2003 ICR 318, CA. These guidelines provide for three broad bands:

- a. a top band applicable to the most serious cases, such as where there has been a lengthy campaign of discriminatory harassment;
- b. a middle band applicable to serious cases that do not merit an award in the higher band; and
- c. a lower band applicable to less serious cases, such as where the act of discrimination is an isolated incident or one-off occurrence.

111. The President of the Employment Tribunals has issued periodic guidance on the appropriate award in each Vento band, and the most recent applies to for claims submitted after 6 April 2020. This provides that:

- a. awards in the lower band should fall between £900 to £9,000;
- b. awards in the middle band should fall between £9,000 to £27,000; and
- c. awards in the upper band should fall between £27,000 to £45,000, with the most exceptional cases capable of exceeding that upper limit.

112. We are satisfied that this is a middle band case. It is not an isolated incident or one-off occurrence. Nor can it be said to be a less serious case given the offensive language on 24 June, and the detriments are certainly wider than that one incident. Mr Ahmed suggested £18,500, just over the middle of that band.

113. Mr Henry suggested that there was an element of contributory fault and that the main incident in the Steward's Box was the result of some provocation by Mr O'Brien. He referred us to our earlier remark when we said:

‘It is pointless in our view to try to separate the “I told you so” from the earlier warnings. They are part and parcel of the same episode.’

114. That was in the context of causation. We did not in any way suggest that the “I told you so” comment was on a par with the abusive language which followed. It is hard to know what Mr O'Brien was supposed to say in response to a question like, “I suppose you think this is my fault?” Possible some more diplomatic form of word might have been found than yes, but that was his view. It is not for us to say

how the accident was caused – that is not our role - but Mr O'Brien gave a warning that it was an accident waiting to happen, and then there was an accident, so it would be surprising if he said anything else. Threatening Mr Oseman with legal action may have provoked him but by then the damage was done. It does not seem to us appropriate to apply any reduction for contributory fault in those circumstances. It was not a situation of Mr O'Brien's making.

115. As just noted, this was not one incident on 24 June; the allegation of being ostracised refers in particular to the warnings on 22 June, and also to the other occasions when his opinion was discounted or dismissed. That covered several months before this date and then a period of weeks afterwards. We accept that the Steward's Box was not a public place but Mr Pollard was there too, and Mr Geeves, and even one additional person present will have made it harder to shrug off such language.
116. Balancing those factors as best we can, 25% of the way up the middle band is £13,500. That seemed not to fully reflect the effect of these matters and so we assess that £15,000 is the appropriate figure.
117. We have to apply interest to that award at 8%. The date of the main injury was 24 June 2020, 631 days ago, and on that basis interest of £1,867.07 is also due. The total is therefore **£16,867.07**.

Application for reconsideration

118. Mr Henry made an application for reconsideration on the basis that we had misapplied the test of causation for detriment claims. As set out above, the "material influence" test derives from **Fecitt v NHS Manchester**. He submitted, by reference to paragraphs 56 to 59 of that decision, that causation requires more than a general connection, there must be causation. In this case, we must be satisfied that the failure to address the grievance was caused by the protected disclosures, and not because the company was taking advice from an HR adviser or that the matter had been passed to Mr Hayward.
119. Having examined paragraphs 56 to 59 we cannot see how they assist. They cover counsel's submissions only. The key passage for these purposes is at paragraph 45:

"In my judgment, the better view is that section 47B will be infringed if the protected disclosure materially influences (in the sense of being more than a trivial influence) the employer's treatment of the whistleblower."

120. We remain satisfied that the previous disclosures were a more than trivial influence on the decision not to deal with Mr O'Brien's grievance and the failure to respond to his requests for information. The involvement of Mr Hayward or of HR advisers does not explain a delay of this length, and no such evidence was put

forward. Mr Hayward's witness statement states only that he became aware of the racing incident on 30 June, that he discussed it with Mr Geeves on 1 July and agreed that he would deal with "any disciplinary hearings arising out of these grievances." No HR advice was disclosed.

121. Mr Henry asked us to consider a further point, which is that the second detriment is framed in these terms:

"Being ostracised and his comments being ignored by Mr Oseman, including but not limited to, on 22 June 2020"

122. According to the dictionary definition, he submitted, "ostracised" meant being excluded from the group, and Mr Oseman was just one person. This is not a point previously raised, but the meaning of this detriment seems sufficiently clear to us, and in any event we see no reason why a group cannot comprise two people.

123. Accordingly the application for reconsideration is refused.

Employment Judge Fowell

Date: 17 March 2022

Judgment & reasons sent to the parties: 05 May 2022

FOR THE TRIBUNAL OFFICE