EMPLOYMENT TRIBUNALS

Claimant: **Mr A Hassan**

Respondents: **(1) Willing and Able Ltd (in voluntary liquidation)**
(2) Ms Folasade Paseda

Heard at: **East London Hearing Centre**

On: **7 December 2021**

Before: **Employment Judge Jones**

Representation
Claimant: In person
Respondent: No attendance or appearance

JUDGMENT

1. **The claimant was employed by the 1st respondent.**

2. **The matter will be listed for a final hearing. The claimant is to comply with the case management orders at paragraphs 73 and 74 of these reasons.**

REASONS

1. This was an open preliminary hearing to determine whether the claimant had been an employee of the respondent. He worked there between 29 January 2019 and 1 April 2020. The respondents' position was the claimant was a self-employed contractor.

2. The Tribunal apologises to the parties for the delay in promulgating these judgment and reasons. The Tribunal has been quite busy with work since the start of the pandemic and that has caused a delay in writing this judgment.

3. The Tribunal had a bundle of documents prepared by the claimant, the respondent's response and grounds of resistance to the claim. I also had live evidence and oral submissions from the claimant.

4. The Tribunal applied the following law in determining the claimant's status.

Law

5. The question for the Tribunal was whether the claimant was an employee, a worker or self-employed.

6. If he was an employee or a worker, then a separate hearing will need to be arranged for a tribunal to hear and determine the claimant's complaints of automatic unfair dismissal for asserting a statutory right and/or protected disclosure (if he is found to be an employee); race discrimination, unauthorised deduction from wages, failure to provide written particulars of employment, failure to provide itemised payslips and accrued but unpaid holiday pay on termination; if he is found to be a worker.

7. If the Claimant was self-employed then the Tribunal would have no jurisdiction to address his claim and it would be dismissed.

8. It is the Respondent's primary submission in its Grounds of Resistance that the Tribunal has no jurisdiction to consider this claim.

9. Section 230 of the Employment Rights Act 1996 (ERA) defines an "employee" and 'worker' as follows:

> *(1) In this Act "employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.*
>
> *(2) In this Act "contract of employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.*
>
> *(3) In this Act 'worker' means an individual who has entered into or works under –*
>
> > *a. A contract of employment, or*
> >
> > *b. Any other contract, whether express or implied and (if it 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 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;*

10. In the case of *Readymix Concrete South East Ltd v the Ministry of Pensions and National Insurance* [1968] 2 QB 497 (which was approved in the cases of *Hall (Inspector of Taxes) v Lorimer* [1994] IRLR 171 and *Autoclenz Ltd v Belcher and Others* [2011] UKSC 41) McKenna J posed the following three questions to help determine whether a contract of employment existed:

> 10.1 Did the worker agree to provide his own work or skill in return for remuneration? (limited or occasional delegation may not be inconsistent.)

10.2 Did the worker agree expressly or impliedly to be subject to a sufficient degree of control for the relationship to be one of master and servant?

10.3 Were there any other factors inconsistent with the existence of a contract of service?

11. In the case of *Carmichael v National Power Plc* [2000] IRLR 43 Lord Irving of Lairg referred to an “irreducible minimum” of factors, being control, mutuality of obligations and obligation of personal service as being necessary to creating a contract of service.

12. The presence of the irreducible minima does not automatically make the relationship one of employer and employee but without all three elements such a relationship would not exist. A tribunal would consider other aspects of the relationship, for example:

12.1 Can the claimant send a substitute and if so, who does the employer pay, the claimant or the substitute?

12.2 The length of time the relationship has subsisted, a long period of time can suggest parties’ intention to make the relationship permanent and more likely that a contract of service is implied *(Franks v Reuters Ltd* [2003] IRLR 423).

12.3 Is the claimant integrated into the employer’s business?

12.4 Is the claimant in business on his own account, running his own business, taking a financial risk, providing his own capital? Who provides equipment?

13. There would need to be a contract, which can be set out in a written document or implied from the parties’ conduct.

14. Sufficient control is required. This can be different if the person employed was a specialist and did not require day to day instruction on how to do their job. The putative employer had to have ultimate control i.e. the power to dismiss the worker, to define work and provide tools. Self-employed status could be demonstrated by a worker having the freedom to choose the time, place and content of their work as well as their hours.

15. Mutuality of obligations means that the employer is obliged to provide the worker with work and the worker is obliged to carry out that work.

16. If the Tribunal’s assessment of all these factors leads it to conclude that the claimant was not an employee, then the next question is to assess whether he was a worker or self-employed.

17. A worker is someone who undertakes to do work personally. A right of substitution defeats both employee and worker status.

18. In conducting this assessment, the Tribunal must consider questions such as whether the person was in business on his own account i.e. whether he was providing services personally to someone who was not a client or customer of a

business undertaking. In the case of *Cotswold Development Construction Ltd v Williams* [2005] IRLR 181 Langstaff J suggested that one can usually answer this question by asking whether the claimant actively markets himself as an independent person to the world in general or whether he or she was recruited to work for the principal as an integral part of the organisation.

19. In the case of *Suhail v Barking, Havering and Redbridge NHS Trust* UKEAT/0536/14 (11 June 2015, unreported) the person claiming worker status was a doctor operating as an out of hours GP. He marketed his services, was free to and did work for anyone and charged by submitting invoices. He also looked after his tax matters himself. He had one particular engagement to work in one hospital department and the question was whether he was a worker in relation to that NHS Trust. It was held that he was not.

20. In the landmark case of *Uber v Aslam* [2021] IRLR 407, the Supreme Court held that the written agreements did not provide the appropriate starting point in applying the statutory definition of a *'worker'*. The task for the tribunals and courts was to determine whether the claimants fell within the definitions of a *'worker'* in the relevant statutory provisions so as to qualify for the rights, irrespective of what had been contractually agreed. In short, the primary question was one of statutory and not contractual interpretation.

21. The Court stated that the general purpose of employment legislation is to protect vulnerable workers from being paid too little for the work they did, being required to work excessive hours or subjected to other forms of unfair treatment (such as being victimised for whistleblowing). It would be inconsistent with that purpose to treat the terms of a written contract as determinative of whether an individual fell within the definition of a *'worker'*. To do so would have reinstated the mischief which the legislation was enacted to prevent. It was the very fact that an employer was often in a position to dictate such contract terms and that the individual performing the work had little or no ability to influence those terms that gave rise to the need for statutory protection in the first place.

22. The Tribunal must start with the statutory language. The ultimate question is whether the relevant statutory provisions construed purposively were intended to apply to this transaction. We must also view the facts realistically.

23. The tax position while not decisive is a relevant consideration. If the claimant is fully self-employed it is likely that he would pay his own tax and national insurance. If he is employed, then the Tribunal would expect to see tax and national insurance payments deducted from his gross wage and paid on his behalf to the authorities. The claimant would then be paid net pay. Various other arrangements between those two extremes are possible and would influence the conclusion on the claimant's status.

24. Section 83(2) Equality Act 2010 defines employment as employment under a contract of employment, contract of apprenticeship or contract personally to do work. This is a wider definition than that at section 230 ERA, as set out above.

25. In the Court of Appeal case of *Secretary of State for Justice v Windle & Arada* [2016] IRLR 628 the court emphasised a continuing requirement for mutuality of obligations even when applying the '*worker*' definition. The case concerned casual interpreters for Her Majesty's Courts and Tribunals Service seeking to claim race

discrimination. This was therefore a case under the Equality Act and not the ERA. Underhill LJ gave the judgment and stated that the extended discrimination definition is indeed on all fours with the '*worker'* definition and so the two are to be interpreted in the same way. The Court decided that there was no difference in law between the classic '*employee'* definition and the 'worker/discrimination law' definition in relation to mutuality as it applies to both. This means that where there are gaps between assignments with no mutuality during those gaps, that will need to be considered and could be a factor pointing towards pure self-employed status as opposed to a worker or employee status.

26. From the evidence in the hearing, the Tribunal make findings of fact and then goes on to draw conclusions after applying the relevant law.

Findings of Fact

27. The respondent was a business under the education and skills funding agency and on the government register of apprenticeship training providers. It is the claimant's case that the 2nd respondent, Ms Paseda, was the first respondent's director and company secretary and she occupied those positions from September 1998. It is the claimant's belief that Mr T Williams was Ms Paseda's husband and business partner and the other director of the business.

28. On 29 January 2019, the claimant was interviewed by Kate Deakin, on the respondent's behalf. During the interview the claimant was asked for copy of his P45, details of his qualifications, his national insurance number and address. On behalf of the 1st respondent, Ms Deakin copied the claimant's passport and his P46. She asked him for a P45 but as he did not have that he gave his P46 instead.

29. On 29 January 2019, the claimant was instructed to develop a course which would continue for at least the following 15 months. He was given a sample of work against which he was told to benchmark his work. He was to develop a scheme of work for the Asst Accountant Level 3 Apprenticeship training. By email at the same date, Miss Deakin repeated her instructions to prepare the course material and she attached course details along with the course Assessment Plans, which described the knowledge, skills and behaviours that he needed to be aware of in order to create the scheme of work. The claimant was not paid separately for developing the scheme of work on the training manual.

30. In her email, Miss Deakin informed the claimant that his scheme of work needed to be set out over the course duration of 15 months with the end point assessment (EPA) being carried out in the 15th month. The claimant was advised that he would be delivering the one-day classroom session a month, in addition to creating the training materials and would need to work out his scheme of work over 14 days (1 per month) with the 15th month being the end point assessment. He was instructed to ensure that he delivered teaching and learning around the 5 knowledge areas and 5 skills areas in the classroom session.

31. Ms Deakin attached samples of other schemes of work for other programs run by the 1st respondent so he could see what they looked like and how they were mapped out across the duration of those courses. The claimant was also provided with a link to the common inspection framework which would be used by Ofsted when they attend to inspect the first respondent as a training provider. Ms Deakin

instructed the claimant to submit scheme of work to her by Monday, 4 February 2019. Ms Deakin was the first respondent's head of apprenticeship and training.

32. At the hearing, the claimant produced the delivery schedule which the respondent gave him which showed him teaching on one day a week in addition to the work he did developing training materials. The delivery schedule was stated to be for 15 months.

33. Ms Deakin asked the claimant to teach his first lesson on 13 February 2019.

34. The respondent referred in its response to the claimant having signed a contract for services with the respondent on 5 March 2019**.** The Tribunal had copies of two documents. One was headed '*offer letter – associate'* and dated 5 March. This was a single sheet of paper which the claimant states had been handed to him by one of the respondents' staff. The document stated that it was confirmation of the engagement of the claimant's services by the first respondent and that the claimant was engaged to provide services as a learning mentor for which he would receive payment at the rate of £200 per day for each agreed full working day. The document stated that the payment would be subject to tax and national insurance contributions throughout the entirety of the engagement. The document also stated that the contract could be terminated by either party. The document bore a scanned signature of Ms Paseda and the document bore what appears to be the claimant's signature on 30 April 2019, confirming acceptance.

35. The second document described itself as a 'contract for services' between the 1st respondent and the claimant as '*Contractor'*. This document was not signed by either party. This document described the claimant as a contractor and that he was engaged by the company to provide services and/or work. Under the heading '*purpose'*, the document stated that its purpose was not to establish an employment relationship, but to define the extent under which the relationship between contractors allows for there to be a contract for services, to work as and when requirements allow. It stated that the contractor would not be entitled to any paid leave of absence by reason of sickness, injury or holiday or for any other reason from the company. The document specifically stated that the contractor is not entitled to any of the statutory rights afforded an employee under section 230 of the Employment Rights Act 1996.

36. Other clauses relevant to the claimant's status were as follows:

36.1 Section 4.2 - *'the contractor shall not be obliged to accept an assignment offered by the company, nor is the company obliged to offer such assignments to the contractor'.*

36.2 Section 8.2 - '*the contractor has the unaffected and unlimited right at its absolute discretion, to send a substitute or delegate to perform the works or to hire assistance to complete the works. The agreement of the company is not required in any circumstances, nor does notice of sending a substitute or delegate or hired assistance need to be given to the company. In the event that the contractor sends a substitute or delegate or hires assistance, the contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the company will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance'*.

36.3 Section 8.3 - *'the contractor may undertake work for any other organisation at any time, whether before, during or after this assignment, and the undertaking of such work will not preclude the company offering the contractor additional assignments as and when they become available. The company acknowledges and agrees that the contractor cannot be required to give the company any priority over any other client'.*

36.4 Section 9 - *the contractor will not work under the direction and control of the company and is free to use their own initiative in completing the agreed works. The contractor will have flexibility with regard to hours worked on site and is not obliged to seek permission to leave a site at any time, but will nonetheless assist the company by making all reasonable attempts to work within agreed overall deadlines. The contractor acknowledges that they are in business and offered special services on your own account and will in no circumstances represent or hold themselves out as a servant, employee or worker of the company.*

36.5 Section 13 - *either party for whatever reason can immediately terminate this contract for services.*

37. The claimant wanted a written contract with the respondent and was keen to have a written contract. I say this because there is evidence from the documents which he produced, that he corresponded with the respondent by email to chase up a written contract with terms that correctly reflected the agreement between them. Although Ms Paseda agreed to provide him with such a contract, they did not manage to agree terms before he was dismissed.

38. The claimant was never provided with an agreed written contract, signed by himself and either of the respondents.

39. An email dated 1 April 2020 shows that the matter of the contract was still a topic of discussion between the claimant and the 2nd respondent. The claimant wrote to Ms Paseda and asked her to provide clarity on his status with the 1st respondent before the end of the tax year. He informed her that he had checked with HMRC and they confirmed that the 1st respondent had not sent something called RTIs to it. An RTI is an electronic submission which an employer completes and submits to HMRC each time they pay their employees, regardless of the expected length of employment or amount of pay. The RTI advises HMRC which employees have been paid and gives full details of the payment and the deductions from it.

40. The claimant also complained in the email that the respondents had provided all other staff with written contracts, but he had not been given one and that he had been refused a contract when he first started. He also stated his belief that he was an employee and not a contractor/self-employed.

41. There are documents in the claimant's bundle that show that he was given a work email address at the 1st respondent on or around 17 April 2019. The claimant was provided with all the materials necessary to do his job. He was given IT support, online materials and the respondent arranged for him to teach on their premises and provided whiteboards, markers and overhead projectors for him to use. He was given full access to APTEM, which is a platform the respondent used to provide

training. The claimant also travelled to where the learners were based and taught them there.

42. The claimant was not paid for his scheme of work.

43. The materials he created were put on the APTEM and the students could access them there.

44. The 2nd respondent sent the claimant the grievance and disciplinary policies and told him that he could use the grievance procedure if he ever had an issue.

45. I find that the claimant never provided a substitute and the subject of him doing so never arose. The claimant was engaged by the respondent because of his abilities and his skills. It is unlikely that in reality either party envisaged that the claimant would ever provide a substitute.

46. The claimant was told that he needed to submit invoices in order to be paid. The claimant was not happy about this but was told that he needed to submit timesheets as well as invoices which would then be used to calculate payroll, which would be paid through the 1st respondent's PAYE system. The claimant was not happy about this and protested at being asked to submit invoices. The claimant did reluctantly submit invoices for payment so that he could get paid. The claimant did not invoice the respondent for the time he spent on the telephone supporting the learners or for the schemes of work, but he did advocate to get his daily rate increased.

47. In May 2019 the claimant was emailed by the respondent's business process manager, Paresh Chotai, who enquired whether he was able to develop materials for and deliver the Payroll Administrator Level 3 standard training. This was another apprenticeship course. He was asked when he would be able to provide this to the respondent.

48. These email instructions from the Ms Deakin and Mr Chotai on behalf of the 1st respondent did not refer to payment for the work that the claimant was being asked to do. However, it is the claimant's evidence that he was paid at the rate of £200 per day or £500 per day which was the rate when he also prepared course materials. Although these were the agreed rates between the parties, towards the end of his employment, the 2nd respondent challenged the claimant about his day rate, and he got the impression that she believed that he was being paid too much. It was not clear to the Tribunal what amount the claimant actually received as net pay because the sums of £200 and £500 were the gross amounts from which the respondent was to deduct tax and national insurance. The claimant referred to this in his April 2020 emails to Ms Paseda. As the Tribunal was not shown any payslips, it was not clear what he was actually paid. The claimant was not given any payslips, which he was unhappy about and complained.

49. The claimant prepared the scheme of work and additional training materials for both of the courses mentioned above, lectured on both courses and was a learning mentor for students. In the bundle at page 21 was a learning mentor's monthly checklist which the claimant had to complete to show and self-certify that all required learning mentor activities had been completed for that month. The form stated that it should be attached to each month's invoice to ensure that all payments were processed without delay.

50. The claimant was told that he would get paid the same rate for the Payroll Administrator course as he was being paid for the Asst Accountant course. This was authorised by Madu Ramnauth, who was in charge of the program.

51. The claimant was obliged to work for at least 15 months as that was the duration of the courses he was engaged to teach. The claimant was required to report to his manager and give detailed feedback every month. His work was supervised. He was not allowed to give his personal contact details such as telephone number or email, to the learners and instead, he had to communicate with them through the APTEM portal, which was paid for, provided, and controlled by the 1st respondent.

52. The claimant attended staff meetings and copies of minutes for two meetings were in the bundle of documents that he provided to the Tribunal. Both minutes show the claimant in attendance. The claimant's evidence was that he attended 4 staff meetings and that he did not get paid for attending them. The claimant also called in sick on one occasion on 12 March 2020 and the email that he sent to the 2nd respondent in which he apologised for not being able to attend a meeting due to ill-health, was also in the bundle. The claimant did still send in his comments on the topics for discussion in the staff meeting so that he could contribute even though he was unable to attend. He also offered to call in and give his views over the telephone.

53. He was managed initially by Kate Deakin, then Sara and after Sara left, by Mabhu Ramnauth. They told him what they wanted him to devise and they checked the materials once he produced them. His manager also made suggestions for improvement. He incorporated those suggestions into the materials.

54. During the Mandatory Training day in 2019, the claimant asked for a contract of employment which confirmed his rights as an employee. He was told that he would soon be processed as an employee, given a contract and his pay would be put through payroll. The claimant made frequent requests for this between March 2019 April 2020, but his requests were ignored.

55. Just before the Ofsted visit in February 2020, Ms Paseda indicated that she wanted to formalise the claimant's working arrangement with the 1st respondent by giving him a contract of employment which would start at the beginning of the financial year, April 2020. However, the claimant refused to sign the draft document sent to him as the 2nd respondent dated it from 31 March 2020, whereas the claimant wanted it to be dated from the beginning of his engagement with the 1st respondent, in January 2019.

56. The claimant wrote many emails to Ms Paseda in April 2020 (3/4, 15/4 and 16/4) and reminded her that it was the 1st respondent's responsibility to pay tax and national insurance to HMRC and provide him with payslips confirming those deductions and his net pay.

57. The claimant working relationship with the respondent was terminated on 17 April, shortly after he sent these emails. In the Grounds of Resistance, the respondent did not give a reason for ending the working arrangement with the claimant. The claimant's email account was disabled in April 2020. The claimant wrote to the 2nd respondent to request copies of all documents on his personnel as a

Subject Access Request, but the respondent failed to provide him with the information requested.

58. The claimant provided the Tribunal with a copy of a letter dated 18 December 2020, which he received from liquidators, Begbie's Traynor. The letter informed him that the first respondent had entered into creditors voluntary liquidation, following a winding up resolution passed by the company's members on 16 December 2020 and that he was considered a creditor.

Decision

59. It is this Tribunal's judgment that the claimant had a contract with the respondent. The claimant was engaged by Ms Deakin on the 1st respondent's behalf for his skill, expertise and knowledge to devise and deliver courses, which would be run on one day a month for each student, for at least 15 months. In January 2019, the claimant was instructed to devise one course, the Asst Accountant Level 3 Apprenticeship, which was expected to last 15 months. In May 2019, Mr Chotai instructed him to create a similar training course for the Payroll Administrator Level 3 standard, also running for 15 months. The claimant had an expectation that as long as he was delivering the work to standard, he would be working for the respondent, delivering this training until at least August 2020.

60. It is this Tribunal's judgment that the claimant agreed to provide his own work, using his own skills, in return for remuneration. The claimant took instruction from his managers, Ms Deakin, then Sara and then Mabhu Ramnauth. His work was checked to see if his managers were satisfied with what he produced. He was supervised. The claimant was not allowed to have personal contact with the learners and all contact had to be through the respondent as they were the respondent's learners.

61. The claimant was given documents including samples of work to ensure that what he created was similar and kept to the respondent's expectations.

62. It is also this Tribunal's judgment that the draft agreement, which was not signed by either party, stated that this would not be a contract of employment. The offer letter stated that the parties were entering into a contract for services. The claimant was paid for some work and was not paid for attending staff meetings, creating schemes of work and for speaking to and supporting learners on the telephone. The claimant appeared to be a conscientious worker who was committed to his job and the learners and so he was prepared to attend meetings and submit work for which he was not being paid. The respondent's offer letter dated 5 March stated that deductions would be made for tax and national insurance but also stated that this would not be employment. The unsigned contract for services stated that this would not be an employment relationship. The claimant strongly rejected that document, and it is this Tribunal's judgment that it did not form part of the agreement between the parties as the claimant sent it back to Ms Paseda, who intended to draft another document for him to look at. That does not appear to have happened.

63. In this Tribunal's judgment the claimant was integrated into the business. He attended staff meetings, he was on the email address list and contributed to the discussions within the team. The claimant did not only work on the two courses. He also mentored learners, which was the only matter referred to in the document he signed on 30 April. It is this Tribunal's judgment that that document does not cover all parts of the relationship and agreement between the parties. The claimant also

developed schemes of work for which he was not paid and he attended staff meetings, for which he was also unpaid. The claimant's apology for non-attendance demonstrated that there was an expectation that he would attend that meeting and make a contribution to the discussion.

64. In this Tribunal's judgment, the work the claimant did for the respondent was not part of a business that he was carrying out on his own account. The claimant was not providing his own capital and he was not working for the respondent as part of his own business. The claimant's expectation was that based on the agreement he had with the respondent, the 1st respondent would pay his tax and national insurance out of the £200 per day rate and pay him a net wage. The claimant continually advocated for this during his engagement with the respondent. The claimant regularly asked the respondent for a contract, he asked Ms Paseda to confirm that deductions were being paid over to HMRC and he subsequently contacted HMRC to see whether they had received the deductions that had been made from his wages. The clamant never consented to be paid gross and never agreed to be responsible for his own tax and national insurance.

65. It is this Tribunal's judgment that the respondent had agreed to provide the claimant work for 1 day a month for each course for at least 15 months. There was therefore mutuality of obligations for the duration of each course. As the second course began in May 2019, it is this Tribunal's judgment that there was mutuality of obligations up to and around August 2020.

66. Lastly, it is this Tribunal's judgment that there was no discussion about the claimant sending a substitute to do his work and that as he was hired for his skill and expertise, it was not envisaged by either party that he would do so. It is unlikely that the respondent would have been content for the claimant to send a substitute to teach one of its learners when it had to ensure that provision of courses and services that met with standards set by government agencies.

Judgment

67. Taking all the above into account and all the surrounding circumstances, it is this Tribunal's judgment that the written agreement was not signed by the parties and was not agreed. In addition, it was not applied and does not reflect that actuality of the relationship between the claimant and the 1st respondent.

68. It is this Tribunal's judgment that the claimant was subject to a sufficient degree of control from the 1st respondent which the second respondent exercised by telling him when to start teaching and terminating the claimant's engagement with the business. The claimant's work, time, place of work and materials were controlled by the respondents as was his pay.

69. It is this Tribunal's judgment that the claimant could not send a substitute and that he was not in business on his own account and not paying his own tax and national insurance. His reasonable expectation was that the 1st respondent was paying his tax and national insurance, as stated in the only document that he did signed, which was the document entitled '*offer letter'*; and as he had been led to believe in his discussions with the 2nd respondent.

70. It is this Tribunal's judgment that the claimant was an employee of the 1st respondent.

71. For all those reasons, it is this Tribunal's judgment that the claimant was also a worker for the 1st respondent.

72. The Tribunal has jurisdiction to hear all the claimant's complaints.

73. The matter will be listed for a 1-day final hearing and the claimant is to confirm whether he wishes to proceed with this matter given that the 1st respondent is in voluntary liquidation. The claimant is also to confirm that he wishes to continue his claim against the second respondent and if so, what exactly are the complaints against her.

74. The claimant must send that information to the Tribunal and to the respondents by 2 August 2022.

Employment Judge Jones

Date: 23 June 2022