

EMPLOYMENT TRIBUNALS

Claimant: Miss L Edwards

Respondent: Virgin Media Limited

Heard at: London Central, by CVP **On:** 16, 17 August 2022, and

30 November 2022

Before: Tribunal Judge A Jack, acting as an Employment Judge

Representation

Claimant: In person

Respondent: Mr C. Ludlow, counsel

RESERVED JUDGMENT

The judgment of the Tribunal is that the claim for unfair dismissal is dismissed.

REASONS

Claim

- 1. The claimant's ET1 was received on 15 February 2022 and brought a claim for unfair dismissal. The respondent's ET3, dated 12 April 2022, denied that the dismissal was unfair.
- 2. There is no dispute that the claimant was dismissed. The central issues are:
 - a. What was the reason or principal reason for the dismissal? The respondent says the reason was redundancy, the claimant denies this; and
 - b. If the reason was redundancy, did the respondent act reasonably in all the circumstances in treating that as a sufficient reason to dismiss the claimant?

Procedure

3. The hearing was listed for 16 and 17 August 2022. On the morning of the second day of the hearing, the respondent applied for an adjournment and permission to file new evidence. There is no dispute that the respondent has a policy that an employee at risk of redundancy who is offered an alternative role is entitled to a four-week trial period in the new role, and that the claimant was offered the role of Diversity, Equality and Inclusion Partner while at risk. The claimant says that she was refused a four-week trial period in this role in a phone call with Ms Clare Dunning on 25 October 2021. The claimant stated that she was happy for there to be an adjournment for the purpose of the respondent's obtaining a witness statement from Ms Dunning. For the reasons set out in the Case Management Order dated 19 August 2022, I adjourned the hearing until 30 November 2022 and gave permission for the respondent to obtain a witness statement from Ms Dunning.

4. There is a bundle of documents, which is 207 pages long. Additional documents were added to it, namely: a screen shot (p. 208); emails headed "consultation meeting output" (p. 209-210); and a Content Manager job description document very similar, but not identical, to the document already in the bundle at p. 81 (p. 211-214). Page references in the following are to the bundle, unless otherwise indicated. There are witness statements from: Mr Paul Godfrey, Director of Design and Creative, who made the decision to dismiss the claimant; Ms Clare Dunning, who at the relevant time was a Senior HR Business Partner; and Miss Leanna Edwards, the claimant. All three were cross-examined. Both parties provided written closing submissions to support their oral closing submissions.

Findings of Fact

- 5. The claimant was employed by the respondent as a Digital Producer from 14 May 2018. Her role involved uploading content about mobile phones onto Virgin Media's website. The platform used to do this was Adobe Experience Manager (AEM).
- 6. The claimant was also, as part of her voluntary work, a member of the respondent's internal diversity network.
- 7. The respondent planned to move from AEM to a 'headless' content management system, using Strapi and Angular. There are fundamental differences between these two methods of presenting content to customers. Rather than (as was the case with AEM) the customer finding the static webpage that deals with what they are interested in, by navigating from a central content management head, the new platform guides customers using algorithms to the information that they are interested in, and may create a webpage specifically tailored to their interests from modules of content.
- 8. The respondent proposed to reduce the total number of people working in the Production Team. There would no longer be 7 Digital Producers working with AEM, but 6 Content Managers working on the 'headless' content management system, using Strapi and Angular.

9. There are fundamental differences between the role of Digital Producer and Content Manager. The claimant was a mobile phone specialist, and built webpages from scratch, rather than simply uploading content provided to her by others e.g. in Word documents. However, a Content Manager needs a greater understanding of the content they produce than a Digital Producer, as a Content Manager needs to ensure that content matches the varying needs of different customers, and is tagged so that users can be directed by algorithms to the content most relevant to them. A Content Manager needs to understand the marketing strategy adopted by the website. A Content Manager also needs greater technical skills than a Digital Producer so that e.g. they are able to adjust the algorithms that match content to users.

- 10. On 19 August 2021, Mr Godfrey announced the proposed changes to the Production Team. Presentation slides were used to support the announcement and make clear that all seven Digital Producer roles were at risk (p. 84 88). The rationale was stated to be "Current AEM platform will be decommissioned. A number of the team could be upskilled to undertake new roles" (p. 88). Voice is the employee representative body within the respondent, and the claimant was in contact with Ms Stacey Burton (Voice Representative) on the same day, as she was unhappy with the way in which the announcement was made. Ms Amandeep Jasdhoal (Head of People Digital) sent an email later the same day giving some details about the collective and individual consultation process (p. 91).
- 11. On 23 August 2021 Mr Godfrey held a meeting at which he explained the proposed new team structure and the proposed role of Content Manager. The recruitment process for the new roles, including the essential and desired competencies and the psychometric test that would be used was explained. Attendees, including the claimant, were told that a number of members of the existing team could be upskilled to take the proposed new roles. There was discussion about the two proposed posts of Content Manager & Mobile, and Mr Godfrey stated that these roles would in part concern "the tail" of mobile content on AEM but the two roles would also focus on the future ways of working. That is, although there would continue to be some need for some employees to spend some time on AEM and mobile content, all members of the new team would be expected to be fully abreast on the future ways of working (p. 207) i.e. the new headless environment and Strapi.
- 12. The claimant had access to various documents via Teams (p. 208), including the respondent's redundancy policy, although different documents were uploaded to the site at different times. The redundancy policy states that "If you accept a new role within the company, you'll be able to work on a trial period for four weeks" (p. 62). The Individual Consultation Q&A similarly states "If you are at risk of redundancy and are offered an alternative role, you are entitled to a 4 week trial period in a new role" (p. 79, text under the heading 'What happens if I am offered a new job within Virgin Media?').
- 13. It is also relevant that although the expectation was that individuals at risk of redundancy would have three individual consultations, this was not inflexible. It was recognised that if an impacted individual indicated that

they did not want to be reconsidered for redeployment within the respondent, there might be no need for a third meeting (p. 78).

- 14. There was no dispute that a collective consultation took place (as is confirmed by the outline at page 76).
- 15. The claimant made a written grievance on 30 August 2021, which argued (among other things) that the proposed changes were unfeasible (p. 101). Ms Jasdhoal responded the next day, 31 August 2021, saying that the concerns raised would be dealt with as part of the consultation process.
- 16. Staff at risk of redundancy were able to ask for someone other than their current line manager to lead their individual consultation meetings. On 1 September 2021, the claimant asked for her individual consultation meetings to be conducted by Ms Syreata Sterling.
- 17. On 6 September 2021, the claimant applied for two internal vacancies: the role of Head of Diversity, Equality and Inclusion, and Diversity, Equality and Inclusion Partner.
- 18. The claimant did not apply for the role of Content Manager.
- 19. The claimant attended her first individual consultation meeting on 21 September 2021. She said that she understood the reasons that had been given for the need to change but did not agree with the business rationale. She was offered, but did not accept, outplacement support (p. 114-117).
- 20. There is a dispute between the parties as to whether Mr Godfrey said on 14 October 2021 that the figures for redundancy payments were only provisional, and that the figure would be at risk should there be any poor performance. The claimant accepted that she did not hear Mr Godfrey say this herself. She was relying on the report of someone else, who did not themselves give evidence. Mr Godfrey denied saying this, saying that all he said (if he said anything on the subject at all) was that employees are expected to perform satisfactorily during their notice period. I find on the balance of probabilities that Mr Godfrey did say that employees are expected to perform satisfactorily during their notice period, and that this was either misunderstood by the person he was speaking to, or by the claimant when the conversation was reported to her.
- 21. The claimant was interviewed for both diversity roles. She was successful in the competition for Diversity, Equality and Inclusion Partner and was offered this role by Ms Clare Dunning on Friday 15 October 2021. The claimant asked if she could still have her final consultation meeting on Friday 22 October 2021, and said that she had some external processes happening so would appreciate time to think (p. 122).
- 22. The claimant's annual basic salary as Digital Producer was £44,310, although her annual earnings including overtime were around £47,000. The basic salary for the role of Diversity, Equality and Inclusion Partner would have been higher, £50,000, and in addition to this she would be eligible for a bonus of 15% i.e. £7500, although that would have been discretionary rather than part of her basic pay. So the claimant had successfully applied for a new role, in an area (DE&I) that engaged and interested her, that paid significantly more than her existing role. However

the claimant made clear on 15 October 2021 that the pay for the new role did not match her expectations.

- 23. On 18 October 2021, during the consultation period, the claimant saw an advert on LinkedIn, placed by Pixelated People, for a mobile phone AEM content producer (p. 134). The claimant contacted Pixelated People and was told that she was already working for the firm which was seeking contractors (p. 136). She therefore believed, and reasonably believed, that her existing role was being advertised externally during the consultation period regarding potential redundancies.
- 24. The claimant emailed Ms Dunning on Tuesday 19 October 2021 regarding the DE&I role, saying that the compensation for the new role did not meet her expectations and that she was being offered more in terms of autonomy and salary in other roles (p. 137).
- 25. Friday the 22nd of October 2021 was a busy day.
- 26. The claimant's second and final consultation meeting took place on 22 October 2021. During the course of that consultation the claimant messaged Ms Stacey Burton to ask if she would receive a redundancy payment if she rejected the DE&I role (p. 95). Also during the course of that meeting, the claimant exchanged emails with Ms Clare Dunning, who asked her if she was taking redundancy or wanted to discuss the DE&I role further (p. 142 & 143).
- 27. Ms Burton messaged the claimant at 12:30 on 22 October 2021 in the context of a discussion about whether a four-week trial period would place the claimant's redundancy payment at risk. Ms Burton said that her redundancy payment should still be protected, and that "The trial period is a statutory requirement, not a Virgin Media thing" (p. 96).
- 28. The claimant emailed Ms Sterling at 16:39 on 22 October 2021, attaching a letter (misdated 21 October 2021) which argued that the current redundancy process was unfair and argued (among other things) that there was not a genuine business need for her redundancy and that she had seen her current AEM role being advertised by a recruitment agency as a contract role (p. 151-153).
- 29. The claimant also emailed Ms Dunning on 22 October 2021, at 5 pm, to say that one of the options she had discussed during the day was whether she could trial the DE&I role for 4 weeks, with her redundancy payment protected. The claimant asked Ms Dunning if it was possible for them to discuss that (p. 154).
- 30. Ms Jasdhoal emailed Ms Sterling copied to the claimant at 17:41 on 22 October 2021. This stated that the advert by Pixelated People had not been briefed by Mr Godfrey (p. 157).
- 31. The claimant responded at 19:02 on 22 October 2021. She stated (among other things) that the compensation for the DE&I post was not in line with her expectations, the scope of the role was not challenging enough, and that the team were still negotiating the scope of the role with her (p. 157).

32. Ms Dunning and the claimant had a discussion on the afternoon of Monday 25 October 2021. There is a stark dispute about what was said in that phone call. The claimant says that she asked for the option of a four-week trial and that Ms Dunning refused this, saying "there isn't any point in doing a trial as you won't experience anything in the first four weeks". Ms Dunning was equally clear that they did not discuss the possibility of a trial.

- 33. The claimant honestly believes that a trial was discussed at this meeting and that she was refused the option of having a trial. She did not object to the respondent's application for an adjournment so that the respondent could obtain evidence on this point, and my assessment is that this is because she expected Ms Dunning to confirm her account. It does not follow, of course, that her honest belief is correct. The first time that the claimant said that she was refused a trial was in her witness statement, and it may be that, having come to see the potential importance of the issue having reviewed the documents in the bundle, she has come to honestly believe that she asked for and was refused a four-week trial, even though she did not.
- 34. The memory of Ms Dunning is not entirely reliable with respect to their conversation. She was firm that the claimant told her that she had been offered a diversity role at the LSE which was better paid and with bigger responsibility than the diversity role she had been offered at the respondent. In fact, the claimant received an offer of employment for six months, from LSE, dated 29 December 2021, for the role of Manager, Comms, Content & Channels, Communications (p. 194). This offer was made two months after the discussion on 25 October 2021 and was not for a diversity role. So Ms Dunning's recollection, honest though it is, is not entirely reliable.
- 35. I find, on the balance of probabilities, that Ms Dunning did not refuse the claimant the option of a four-week trial. It was clear from Ms Dunning's evidence that she had been very impressed with the claimant in her interview, and that she was very keen for her to take the role of Diversity, Equality and Inclusion Partner. She was also well aware of the respondent's policy regarding trials and would have had every reason to agree to a four-week trial, if that is what the claimant had said that she wanted. There would have been a risk that the claimant would trial the post and decide against it, after the next most preferred candidate had become aware that they were the respondent's second choice for the role. But that risk is inherent in the respondent's policy, a policy which (it is clear from the evidence of Ms Dunning and Mr Godfrey) is well established in, and well understood by, the respondent. This finding is further supported by the contemporaneous documents. Although the claimant had requested a discussion with Ms Dunning, her concern in that email had been whether her redundancy payment would be at risk if she asked for a 4 week trial (paragraph 29 above). Further, her emails after the discussion took place are clear that she had declined the offer of the DE&I role and made no mention of her having asked for, but having been refused, a fourweek trial (paragraphs 37 and 40 below).
- 36. On 27 October 2021 Mr Godfrey made the decision to terminate the claimant's employment, in a meeting which started at 9 am, and was also

attended by Ms Jasdhoal. He took into account the claimant's grievance letter of 30 August 2021, her letter emailed on 22 October 2021 after her second consultation meeting, and the notes from each of her individual consultation meetings.

- 37. On 27 October 2021 at 12:12, the claimant emailed Ms Jasdhoal and Ms Burton to say that she had declined the offer of the DE&I role and would be taking her redundancy (p. 163). At this point she was not aware that the decision to dismiss her had been taken, but it is clear that she wanted to receive her redundancy payment rather than take up the DE&I role. She made no mention of having asked for and been refused a four-week trial period.
- 38. On 27 October 2021 at 18:09 Ms Jasdhoal emailed the claimant with a detailed response to her letter (p. 167-168). She said that following the outcome of the DE&I role the respondent would serve notice today. I find that the claimant was given notice on 27 October 2021. I see no basis on which I could find that she was also given notice earlier, and find that she was not also given notice earlier on in the process.
- 39. Ms Jasdhoal's email also explained the circumstances which had led to the advert being placed by Pixelated People and apologised for the confusion which had been caused. Mr Godfrey had investigated the advert. NTT Data had been instructed by the respondent to look for contractors, when the respondent was initially looking for contractors to support the new platform. Pixelated People were used by NTT Data as a recruitment agency and had used an old job description. The advert had therefore been placed in error, and it was not the case that the respondent was looking for contractors to perform the role of mobile phone AEM content producer. I am satisfied that the advert placed by Pixelated People, during the consultation period, was an advert for a mobile phone AEM content producer and that Pixelated People believed that the role they were advertising was with the respondent. I am also satisfied on the basis of Mr Godfrey's evidence, supported by the email from NTT Data to Mr Godfrey on 26 October 2021 (p. 162), that Pixelated People had made a mistake, that this role was not available at the respondent, and that the respondent had not asked for an advert to be placed for mobile phone AEM content producers.
- 40. On 28 October 2021 the claimant emailed Ms Jasdhoal, saying that she had declined the DN&I role by email in the advised timeframe on 19 October 2021 and that HR had insisted on negotiating job scope until 25 October, which she further declined (p. 169). No mention was made in this email of discussions relating to a four-week trial period, or of her being refused the opportunity to trial the post.
- 41. It was agreed that the claimant's last day at work would be 13 November 2021. The claimant received a redundancy payment. She did not appeal the decision to dismiss her.
- 42. Some members of the Production Team did apply for the role of Content Manager. Some of those who applied were successful; some were not.

43. One member of the team (Mr Hughes) made a counterproposal during the course of the consultation relating specifically to his work on ACE. His counterproposal was accepted by Mr Godfrey, and he remained in the Production Team. He later applied to be a Content Manager, and was accepted.

- 44. At the time that the claimant was dismissed, Mr Godfrey expected that there would no longer be a need for specific employees to publish and amend content solely on the AEM system after the reorganisation. At the time that Mr Godfrey gave evidence in August 2022, the respondent still used AEM as a legacy system. The respondent still employed contractors in the Production Team, and some of their time was spent on AEM. Sixty or seventy percent of their time was spent on the new platform. Some of their time was spent on mobile phone content, using the old platform AEM, but not to the extent of a full time AEM role.
- 45. Approximately 15% of the respondent's website was still managed by AEM at the time that Mr Godfrey gave evidence in August 2022, although the intention was to move from AEM in its entirety by the end of 2022. The duties that the claimant used to perform took around 10% of the team's time at the time that Mr Godfrey gave evidence.
- 46. The respondent is a substantial undertaking with significant administrative resources, including a dedicated HR function.

The Law

- 47. An employee has the right not to be unfairly dismissed by her employer: s. 94(1) Employment Rights Act 1996 (ERA).
- 48. An employee is dismissed by her employer if the contract under which she is employed is terminated by the employer: s. 95(1)(a) ERA.
- 49. In determining whether the dismissal of an employee is fair or unfair, it is for the employer to show the reason for the dismissal: s. 98(1) ERA. The burden is also on the employer to show that the reason is a potentially fair reason, such as that the employee was redundant: 98(2)(c) ERA.
- 50. An employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to the fact that the requirements of that business for employees to carry out work of a particular kind have ceased or diminished, or are expected to cease or diminish: s. 139(1)(b)(i) ERA.
- 51. Section 98(4) ERA provides that where an employer has shown the reason for the dismissal and that the reason is a potentially fair reason,

the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) —

- (a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and
- (b) shall be determined in accordance with equity and the substantial merits of the case.

52. Factors that may be relevant to determining whether, in the circumstances of the case, a dismissal for redundancy is fair or unfair may include: whether employees were warned and consulted about the redundancy; whether, if there was a union, the union's view was sought; whether there were objective criteria for selection; and whether alternative work was available: *Williams and ors v Compair Maxam Ltd 1982 ICR 156, EAT*.

- 53. Another factor which may be relevant to determining whether, in the circumstances of the case, a dismissal for redundancy is fair or unfair may be that the claimant asked for and was refused a statutory trial period. *Elliot v Richard Stump Ltd*, 1987 ICR 579, EAT, concerned a dismissal for redundancy. The EAT held that, in the particular circumstances of that case, it was unreasonable to refuse a statutory trial period, and the dismissal was unfair.
- 54. Section 138 ERA provides for a trial period of four weeks. The statutory trial period arises where an employee is re-engaged under a new contract of employment in pursuance of an offer made before the end of her employment under the previous contract, the re-engagement takes effect no more than four weeks after the end of that employment, and the provisions of the new contract differ from the corresponding provisions of the previous contract as to the capacity and place in which the employee is employed and the other terms and conditions of employment. The trial period begins when employment under the old contract terminates, and it ends four weeks after the date on which the employee starts work under the new contract: s. 138(3)(b)(i) ERA. If the employee terminates or gives notice to terminate the new contract during the trial period, and the contract is then terminated, she will be treated as having been dismissed when the original contract came to an end and for the same reason that that contract ended: s. 138(2)(b)(i) and (4) ERA.
- 55. *Iceland Frozen Foods Ltd v Jones* 1983 ICR 17 is clear that in judging the reasonableness of the employer's conduct, the tribunal must not substitute its decision as to what was the right course to adopt for that of the employer. The tribunal is to determine whether, in the particular circumstances of the case, the decision to dismiss the employee fell within the band of reasonable responses which a reasonable employer might have adopted. If the dismissal falls within the band, the dismissal is fair: if the dismissal falls outside the band, it is unfair.

Conclusions

- 56. There is no dispute that the claimant was dismissed.
- 57. I have found that the respondent planned to move from AEM to a 'headless' content management system, using Strapi and Angular. It was proposed that there would no longer be seven Digital Producers working with AEM, but six Content Managers working on the 'headless' content management system. There are fundamental differences between the role of Digital Producer and Content Manager. It was expected that there would continue to be a need for work with AEM, and that there would be a tail of residual work on mobile content using AEM. However at the time that the claimant was dismissed, Mr Godfrey expected that there would no

longer be a need for a specific employee to publish and amend content using AEM system after the reorganisation.

- 58. The claimant argues that the respondent was advertising for contractors to perform the role of mobile phone AEM content producers during the consultation period. If correct, that would directly undermine the respondent's case. However I have found that this advert was the result of a mistake by Pixelated People. It does not show that the respondent expected there to continue to be a need for AEM content producers.
- 59. The claimant argues that there in fact continues to be a need for work with AEM, and that AEM continues to be used by the Production team. That is however consistent with the respondent's expectation that there would be a tail of residual work on mobile content using AEM, as migration to the new the new 'headless' content management system would take some time to achieve. I have found that the duties that the claimant used to perform took around 10% of the team's time in August 2022.
- 60. The claimant points to the fact that Mr Hughes, who was previously a Digital Producer, remains in the Production Team. However he initially remained in the team to work on ACE, later applied to be a Content Manager, and was accepted. The fact that he is still in the team does not show that there continues to be a need for Digital Producers, or for a specific member of staff working with AEM.
- 61. For the reasons just given, I am satisfied that that the requirements of the business for Digital Producers who uploaded content using AEM was expected to diminish. I am also satisfied, in the light of my findings above, that the claimant's dismissal was wholly or mainly attributable to the fact the requirements of the business for Digital Producers who uploaded content using AEM was expected to diminish. In other words, I am satisfied that the claimant was dismissed by reason of redundancy.
- 62.I have found that employees at risk of redundancy were warned of this on 19 August 2021. There was a process of collective consultation, and the claimant had two individual consultation meetings. Existing members of the Production Team were told that a number of members of the existing team could be upskilled to take the proposed new roles. Digital producers were given the opportunity to apply for the role of Content Managers via a competency-based selection process. The claimant did not apply for the role of Content Manager. She did however apply for the role of Diversity, Equality and Inclusion Partner, and was successful. Her salary would have increased had she accepted this role, but she decided not to accept it, saying in her email of 19 October 2021 that she had received other offers which offered more in terms of autonomy in shaping culture and DEI and in salary.
- 63. Mr Godfrey was open to counterproposals made during the consultation process and accepted a counterproposal from Mr Hughes.
- 64. The claimant raised a grievance and concerns in two detailed letters, the first being sent on 30 August 2021 and the second on 22 October 2021. The respondent sent detailed responses to each, on 31 August 2021 and on 27 October 2021. The claimant's two letters, and the notes of her

individual consultations, were taken into consideration by Mr Godfrey when deciding to dismiss her.

- 65. The Claimant argues that the Respondent was wrong to deal with her grievance by way of the consultation process, and that this was contrary to paragraph 33 of the ACAS Code of Practice on disciplinary and grievance procedures, which states "Employers should arrange for a formal meeting to be held without unreasonable delay after a grievance is received". However the second paragraph of the Foreword to this Code states that it "does not apply to dismissals due to redundancy". Fairness required that her grievance letter be considered, which it was, rather than it be considered outside of the consultation process.
- 66. The claimant believes that her one month notice period started on 17 October 2021 i.e. prior to her second individual consultation meeting. However I have found that she was first given notice on 27 October 2021.
- 67. The Claimant had two individual consultation meetings, rather than three. It is clear from the respondent's documents that the respondent's expectation was that there would ordinarily be three individual consultation meetings, although this was flexible and it was clear, for example, that it was considered that a third meeting might not be necessary in certain circumstances. The claimant submits that the consultation was inadequate. However in the light of my findings above, I am satisfied that the consultation was, in the circumstances, adequate.
- 68. The Claimant submits that she asked for and was refused a four-week trial period. This would have been contrary to the respondent's policy. Mr Godfrey accepted in his oral evidence that "if that is what happened, that is not fair". (He did not accept that it had in fact happened.) *Elliot v Richard Stump Ltd* supports the claimant's submission that where an employer refuses a statutory trial period, a dismissal may be unfair. However, for the reasons given above, I have found that the claimant was not refused a four-week trial period.
- 69. Taking account of the circumstances as I have found them to have been (including that the respondent is a substantial undertaking with significant administrative resources, including a dedicated HR function), I am satisfied that the respondent acted reasonably in treating redundancy as a sufficient reason for dismissing the claimant. It is plainly unfortunate that the claimant was under the impression from 18 October 2021, at the end of the consultation period, that her existing role was being advertised externally. However by this time she had already decided not to apply for the role of Content Manager, and her stated reasons for not accepting the offer of a diversity role concerned the level of salary and the scope of the role. Taking account of all of the circumstances as I have found them to be, I am satisfied that the decision to dismiss the claimant for redundancy was within the band of reasonable responses. In other words, I am satisfied that the dismissal was fair.
- 70. The claim for unfair dismissal therefore fails.

Tribunal Judge A Jack, acting as an Employment Judge

29 December 2022

RESERVED JUDGMENT & REASONS SENT TO THE PARTIES ON 29/12/2022.

FOR EMPLOYMENT TRIBUNALS