



EMPLOYMENT TRIBUNALS

Claimant: Mrs Beryl Coffey

Respondent: Eco UK Grants Ltd

Heard at: Newcastle Employment Tribunal by video

On: 10 May 2023

Before: Employment Judge Fitzpatrick

Representation:

Claimant: In person

Respondent: Mrs Samantha Smith, Director of Respondent

RESERVED JUDGMENT

The Judgment of the Tribunal is that:

1. The claimant's claim for notice pay is dismissed as it was not presented within the applicable time limit. The Tribunal was satisfied that it was reasonably practicable to lodge this claim in time and therefore the Tribunal has no jurisdiction to hear the complaint.
2. The claimant's claim for unauthorised deduction from wages in respect of the respondent's failure to pay the claimant in lieu of accrued but untaken holiday is well founded and succeeds. The respondent is ordered to pay the claimant wages in the sum of £923.04, subject to any statutory deductions the respondent is obliged to make.
3. The claimant's claim for breach of contract in respect of the employer's failure to pay the employee's pension contributions to the pension scheme is well founded and succeeds. The respondent is ordered to pay the claimant damages of £459.97.

REASONS

Claims and Issues

1. The claimant's claim was presented on 30 December 2022. The claimant ticked the box in her claim form to indicate she was claiming notice pay and holiday pay. She stated that she was owed two weeks' notice pay relying on an oral agreement and holiday pay that was not paid, the holiday pay was unquantified. The date of termination was recorded as 29 July 2022. She stated that she received her final payment on 30 September 2022. Acas early conciliation commenced on 30 November 2022 and the certificate was issued on 28 December 2022.
2. The respondent's response was presented, in time, on 9 March 2023. It confirmed the claimant's termination date as 29 July 2022 and that the hours of work and pay details given by the claimant were correct. It confirmed that it agreed to pay the two weeks' notice and outstanding holiday pay, subject to a deduction for an overpayment made in error. It set out calculations to support the sums it says were due to the claimant. There was no employer's contract claim.
3. On 9 March 2023 the claimant sent to the Tribunal a statement setting out the compensation she was claiming and addressing why she had not presented her claim sooner and why her claim was presented when she did. This was in response to a Case Management Order dated 24 February 2023 and issued on 6 March 2023.
4. On 24 April 2023 the claimant emailed the Tribunal, copying in the respondent, it advised that the 9 March statement had been sent to Samantha Furniss (now referred to after marriage as Samantha Smith). She stated that the respondent had deducted pension from her wages but the pension company (Nest) had not received any contributions from her or the company for January 2023 until July 2023.
5. On 25 April 2023 the respondent provided a statement prepared by Mrs Smith and a bundle of documents which included the claimant's payslips.
6. At the hearing I raised a number of preliminary points with the parties. The respondent's response referred to Acas involvement in the dispute. The parties confirmed that no agreement was reached to settle the dispute. I advised that I would not consider any evidence or information relating to the Acas conciliation process in the hearing or in reaching my decision.
7. I asked the claimant to confirm the claims she had against the respondent. She said she wanted to bring claims in respect of the notice pay, the unpaid holiday pay and the deductions from her wages for employee pension contributions. She had referred to claiming compensation in respect of bank charges in her 9 March statement but said she did not wish to pursue that point. I asked her to consider the statement put forward by the respondent dated 25 April 2023 which set out holiday dates and sums owed in respect of holiday pay. She disagreed with the respondent's account but was not able to state precisely what number of days holiday pay she was owed. I indicated that I would

adjourn briefly to allow her time to consider the matter before she was asked to give evidence. The respondent confirmed it understood the claims.

8. I asked the parties if all relevant evidence was before the Tribunal. The respondent indicated that it had screenshots of a holiday calendar that it wished to put before the tribunal which supported the dates it says the claimant took holiday. The claimant did not disagree with the admission of the screenshots but made it clear she disputed the accuracy. I asked the respondent to send the evidence to the Tribunal and the claimant and I would allow time for the claimant to consider it and determine if it should be admitted.
9. There was a brief adjournment during which the respondent sent in the holiday calendar screenshots and the claimant considered her position as regards holiday pay. On restarting the hearing, I asked if the claimant wished to continue with the claim for pensions given that there were other ways she could pursue recovery of pension contributions. She confirmed she wanted the pension issue to be determined by the tribunal.
10. I raised time limit issues with the parties, identifying the primary time limits and basis upon which an extension of time could be given in respect of claims for unlawful deductions and breach of contract and indicated that the tribunal would have to consider if claims were in time.
11. The issues for the tribunal to determine:
 - 11.1 What sum was the claimant due to be paid as notice pay and how much was outstanding?
 - 11.2 What holiday had the claimant accrued but not taken in the final holiday year and how much was the claimant entitled to be paid?
 - 11.3 Did the employer breach the employee's contract in failing to pay the sums deducted for employee's pension contribution to the pension scheme? And if so, how much should be awarded?
 - 11.4 Are the claims within time?

Procedure, documents and evidence heard

12. There was a small bundle of documents. There were written witness statements for two witnesses, the claimant and Mrs Smith of the Respondent. Mr Michael Smith, a manager within the Respondent, attended as a witness for the Respondent but had not provided a statement.
13. The claimant confirmed to me that she had been able to consider the holiday calendar screenshots and did not object to them being admitted as evidence. I determined that they should be admitted as they were relevant to the matters in issue and the claimant did not object to their admission. Aside from admitting the holiday calendar screenshots as late evidence I did not determine any other issue.

14. The hearing was listed for 3 hours, starting at 10am. By the time evidence and closing submissions had concluded it was 1.35pm and the hearing had over-run its allocated listing. I therefore concluded the hearing and confirmed to the parties I would issue a Reserved Judgment with reasons.

Fact findings

15. I set out below the key findings of fact relevant to the issues that I have to determine. To be concise I have not repeated every single point, however, I have borne in mind everything that was drawn to my attention.

16. The respondent is a small business in the energy efficiency sector. The claimant was employed in an administration capacity, her commencement date is disputed, but irrelevant to the issues. The claimant's termination date of 29 July 2022 was agreed by the parties. At the time of the claimant's employment the respondent had approximately 10 employees.

17. The parties agreed the amount of the payments the claimant had received from the respondent and the dates on which they were received, the last payment was made on 30 September 2022.

Accrued holiday

18. There is a dispute between the parties about the amount of holiday that the claimant was entitled to and how much was outstanding, although it is common ground that the claimant was entitled to receive pay for any holiday accrued but untaken at the time of termination. It was also common ground that the rate of payment for accrued but untaken holiday should be based on a day's pay, although the rates put forward differed: the respondent said £115.38, the claimant said £98.24. The parties agreed the dispute was limited to holiday accrued in 2022 only. The respondent accepted that the entitlement should be based on a January to December calendar year. There was no contract of employment or document setting out the claimant's holiday entitlement before the Tribunal. Holiday pay was not shown on the claimant's payslips. The respondent operated on a trust basis with its employees. It was a small employer with limited, if any, procedures in place.

19. The claimant stated that the holiday entitlement was to 25 days holiday with bank holidays in addition to that. She explained that this was agreed at a meeting with several staff in October 2022, she said that Michael Foster (a senior staff member) and Mr Smith were present at the conversation. Mrs Smith contended the holiday entitlement was to 21 days holiday with bank holidays in addition to that. I prefer the claimant's evidence and find that the claimant was contractually entitled to 25 days holiday with bank holidays in addition, pro-rated for part time working. The respondent's position was unsupported by any written evidence and Mrs Smith was not heavily involved in the business at the relevant time. Mr Smith did not contradict the claimant's evidence.

20. Initially while giving evidence the claimant said she had taken two days holiday in 2022 but revised that to three days during the course of the hearing: 10 March, 29 March and

20 June. The claimant referred to the calendar on her mobile phone to confirm the dates that she had taken holiday. Mrs Smith contended the claimant had taken six days holiday excluding bank holidays and referred to the screenshots of the holiday calendar in support. The claimant said that the holiday calendar was not accurate noting that it did not show the dates she knew she had taken holiday. When the dates of holiday in the calendar were put to the claimant, she categorically denied taking holiday on those dates.

21. The holiday calendar system had been set up by the claimant and Ms D'Silva, who had responsibility for HR, after a conversation between them where they decided they needed to regulate holidays. However, it fell out of use and what happened was that holiday was agreed amongst staff as it was such a small group of people. The claimant said she would speak to Mr Smith or text him, and he would say yes, everything went through Mr Smith and everyone trusted each other. The claimant was asked when she started and stopped putting dates into the calendar and she said she could not recall but that she only made entries when she was covering Ms D'Silva's holiday. Mr Smith stated that the claimant and Ms D'Silva looked after holidays, he did not authorise them and that the holiday calendar was accurate. I prefer the claimant's evidence. It is clear from the screenshots of messages in the Claimant's witness statement that Mr Smith was a senior member of staff in the respondent. He had responsibility for managing cash flow within the business and was responsible for paying the claimant and advising her of shortfall in payments. He also informed the claimant of the termination of her employment. I therefore find it more likely than not that the claimant would have got holiday authorised by him as he was effectively her manager.
22. The only evidence as regards holiday produced by the respondent was the screenshots of the holiday calendar. Mr Smith referred to the ability to access data which would show who had put the entry in to the calendar and when. However, this evidence was not put before the Tribunal. Even if it had been, I find the holiday calendar would not necessarily be conclusive as to the accuracy of the holiday dates, for example it is possible that holiday could have been booked in and changed prior to the proposed date but not removed from the calendar. Therefore, I do not place significant weight on the screenshots of the holiday calendar.
23. I find that the claimant took three days holiday excluding bank holidays. I was concerned by the claimant's inconsistency when giving oral evidence but on balance find that it lends to her credibility in that she admitted to taking an extra day's holiday than originally stated, thus decreasing the amount of any compensation she may be awarded. Even if the respondent has limited holiday procedures in place I would have expected that it could have produced some other evidence as regards her dates of holiday, for example email or text messages to ask for holiday, or out of office messages on the respondent's email system when she was on holiday.

2 weeks' notice pay

24. The claimant's employment terminated on 29 July 2022, that is the date set out in in her claim form and the respondent accepted the date as accurate in the response form.

25. A conversation took place between Mr Smith and the claimant before the date of termination when Mr Smith told the claimant her employment would end and Mr Smith said he would pay the claimant two week's pay. At the time she was working three days a week, so the sum would amount to six days pay.
26. I considered the nature of this payment and I find that the payment was a non-contractual payment in lieu of notice. The claimant ticked the box "notice pay" in the claim form and in the details of claim referred to "2 weeks notice pay" and her witness statement refers to it being a "payment of no notice given".

Pension payment

27. The claim form did not include a claim in respect of the deduction of employee pension contributions. This claim was raised by the claimant by email to the Tribunal and the respondent on 24 April 2023. At the hearing the claimant confirmed that she wished to recover the sums she said the respondent deducted by way of employee contributions to her pension, but which the respondent had not paid into her pension with Nest. This is an amendment to her claim form. I accept the claimant's evidence that the email was sent to the Tribunal and the respondent as she had just become aware that the sums that had been deducted from her wages for pension contribution had not been paid to Nest. The respondent was aware of the claimant's claim in respect of unpaid pension contributions as the claimant had corresponded with them. The respondent agreed that pension payments had not been made to Nest due to financial difficulties.
28. I find that the claimant had agreed to a deduction from her wages for the purpose of it being paid into her pension scheme, but the money was deducted from her wages by the respondent and not paid to into the pensions scheme with Nest.

Time limits

29. The claimant's employment terminated on 29 July 2022 and she received her final payment from the respondent on 30 September 2022. The claimant was in contact with Mr Smith about the sums that remained outstanding following the termination of her employment in October. She was told by a friend, at the beginning of October, that she should contact Acas. The claimant continued to try to communicate with Mr Smith about the sums she was owed. Mr Smith replied to a text message from the claimant on 12 October 2022 but did not answer a series of texts thereafter in October and November. The claimant sent a text to Mr Smith on 29 November to which there was no reply, she then commenced Acas conciliation on 30 November and the certificate was issued on 28 December 2022. The claimant submitted her claim form on 30 December 2022. I find there was no other reason for the delay in commencing Acas conciliation and submitting her claim other than the claimant's desire to resolve matters with the respondent directly.

The Law

30. Extracts of the applicable law are set out below.

Deduction from wages

Section 13 Employment Rights Act 1996 (ERA)

- (1) An employer shall not make a deduction from wages of a worker employed by him unless—
 - (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or
 - (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

Section 23 ERA

- (1) A worker may present a complaint to an employment tribunal
 - (a) that his employer has made a deduction from his wages in contravention of section 13
- (2) Subject to subsection (4), an employment tribunal shall not consider a complaint under this section unless it is presented before the end of the period of three months beginning with—
 - (a) in the case of a complaint relating to a deduction by the employer, the date of payment of the wages from which the deduction was made,
- (3) Where a complaint is brought under this section in respect of—
 - (a) a series of deductions or payments, the references in subsection (2) to the deduction or payment are to the last deduction or payment in the series or to the last of the payments so received.
- (3A) Section 207B (extension of time limits to facilitate conciliation before institution of proceedings) applies for the purposes of subsection (2).
- (4) Where the employment tribunal is satisfied that it was not reasonably practicable for a complaint under this section to be presented before the end of the relevant period of three months, the tribunal may consider the complaint if it is presented within such further period as the tribunal considers reasonable.

Section 27 ERA

- (1) In this Part “wages”, in relation to a worker, means any sums payable to the worker in connection with his employment, including—
 - (a) any fee, bonus, commission, holiday pay or other emolument referable to his employment, whether payable under his contract or otherwise.... but excluding any payments within subsection (2)
- (2) Those payments are -
 - (c) any payment by way of a pension, allowance or gratuity in connection with the worker's retirement or as compensation for loss of office

Extension of time for ACAS conciliation

Section 207B ERA

- (1) This section applies where this Act provides for it to apply for the purposes of a provision of this Act (a “relevant provision”).
- (2) In this section—
 - (a) Day A is the day on which the complainant or applicant concerned complies with the requirement in subsection 1 of 18A of the Employment Tribunals Act 1996 (requirement

to contact ACAS before instituting proceedings) in relation to the matter in respect of which the proceedings are brought, and

(b) Day B is the day on which the complainant or applicant concerned receives or, if earlier, is treated as receiving (by virtue of regulations made under subsection (11) of that section) the certificate issued under subsection (4) of that section.

(3) In working out when a time limit set by a relevant provision expires the period beginning with the day after Day A and ending with Day B is not to be counted.

(4) If a time limit set by a relevant provision would (if not extended by this subsection) expire during the period beginning with Day A and ending one month after Day B, the time limit expires instead at the end of that period.

(5) Where an employment tribunal has power under this Act to extend a time limit set by a relevant provision, the power is exercisable in relation to the time limit as extended by this section.

Breach of contract

Article 7 of The Employment Tribunals Extension of Jurisdiction (England Wales) Order 1994 (Extension of Jurisdiction Order)

7. Subject to Article 8B an Employment Tribunal shall not entertain a complaint in respect of an employee's contract claim unless it is presented -

(a) within the period of three months beginning with the effective date of termination of the contract giving rise to the claim

(c) where the tribunal is satisfied that it was not reasonably practicable for the complaint to be presented within whichever of those periods is applicable, within such further period as the tribunal considers reasonable.

Extension of time for ACAS conciliation

Article 8B Extension of Jurisdiction Order

8B. (1) This article applies where this Order provides for it to apply for the purposes of a provision of this Order ("a relevant provision").

(2) In this article—

(a) Day A is the day on which the worker concerned complies with the requirement in subsection (1) of section 18A of the Employment Tribunals Act 1996 (requirement to contact ACAS before instituting proceedings) in relation to the matter in respect of which the proceedings are brought, and

(b) Day B is the day on which the worker concerned receives or, if earlier, is treated as receiving (by virtue of regulations made under subsection (11) of that section) the certificate issued under subsection (4) of that section.

(3) In working out when the time limit set by a relevant provision expires the period beginning with the day after Day A and ending with Day B is not to be counted.

(4) If the time limit set by a relevant provision would (if not extended by this paragraph) expire during the period beginning with Day A and ending one month after Day B, the time limit expires instead at the end of that period.

(5) Where an employment tribunal has power under this Order to extend the time limit set by a relevant provision, the power is exercisable in relation to that time limit as extended by this regulation.

Case Law

31. Tribunals must also consider relevant case law. With regard to the non-contractual payment in lieu of notice I referred to *Delaney v Staples [1992] ICR 483*. The House of Lords held that a non-contractual payment in lieu of notice did not amount to wages. It held that "wages" are payments made in connection with the provision of services during employment. The definition excludes payments in respect of the termination of employment.
32. The principles relevant to the granting of an amendment are set out in particular in *Selkent Bus Co Ltd v Moore [1996] ICR 386*. In exercising its discretion whether to allow an amendment, the employment tribunal should take into account all the circumstances and balance the injustice / hardship to each party of allowing or refusing the amendment. The relevant circumstances include:
- a. The nature of amendment, ie whether it is a minor relabelling or, on other hand, new facts and a new cause of action are involved.
 - b. The timing of application and why it was not made earlier, particularly if the claimant knew all the relevant facts.
 - c. Where a new complaint or cause of action is proposed, the tribunal must consider whether the complaint is out of time and if so, whether the time-limit should be extended under the applicable statutory provisions. This is not the only consideration, but it is important in respect of a new cause of action. It is far less important where only a minor relabelling is involved.
33. More recently, in the case of *Vaughan v Modality Partnership UKEAT/0147/20/BA* the EAT reminded parties and Tribunals that the core test in considering applications to amend is the balance of injustice and hardship in allowing or refusing the application.

Conclusion

Notice Pay

34. Pay in lieu of notice is not wages within the ERA, *Delaney v Staples*. The claim in respect of pay in lieu of notice must be considered as a breach of contract claim. I have to determine if the claim was presented within time and if it was not whether it was not reasonably practicable for the claim to be presented within time. I have to apply the statutory tests. Reasonable practicability is a question of fact.
35. The effective date of termination of the Claimant's contract of employment was 29 July 2022. The primary time limit to bring her claim of notice pay would have been 28 October 2022. As early conciliation did not commence until after expiry of the primary time limit there can be no extension of time for Acas conciliation. The claimant was told by a friend to commence Acas conciliation in early October 2022. It is essential to take this step before bringing a claim to Tribunal. She did not do so because she was trying to contact Mr Smith to chase up payment, however he did not reply to any messages after 12 October 2022. The claimant contacted Acas on 30 November 2022, conciliation ceased on 28 December 2022 and her claim was issued on 30 December 2022.

36. I find that the claim for notice pay was not brought within the requisite time limit. I was not satisfied that it was not reasonably practicable for the claim to be presented within the normal time limit, I noted that the Claimant knew of the need to undertake Acas early conciliation within the primary time limit but did not do so. The judgment of the Employment Tribunal is that the Tribunal does not have jurisdiction to consider the claim for notice pay and this claim is dismissed.

Accrued Holiday Pay for 2022

37. The claim in respect of accrued holiday pay can be considered as an unauthorised deduction from wages claim, as the definition of wages in the ERA includes holiday pay. The primary time limit to bring the claim is within 3 months of the date of the last payment of wages. The last payment of wages was received on 30 September 2022, therefore the primary time limit for the claimant to bring her claim would have been 29 December 2022. Early conciliation took place within the primary time limit, therefore there can be an extension of time for early conciliation. Early conciliation took place from 30 November 2022 (Day A) until 28 December 2022 (Day B). The claim form was received on 30 December 2022. In accordance with s207B(4) ERA the last date by which the Claimant could present the claim for unauthorised deductions from wages was 28 January 2023, namely one month after Day B. This claim is within time.

38. I find that in accordance with an oral contract the claimant was entitled to 25 days holiday per year in addition to bank holidays, pro-rated to account for part time working. In 2022 there were 10 days bank holiday. I find that the claimant took three days holiday in addition to bank holidays which fell on her normal working days. She worked four days per week from the beginning of January until the end of May. She worked three days per week in June and July until her termination on 29 July 2022. Her normal working days were Monday to Thursday until she reduced to three days a week when there was a degree of flexibility to suit the business, but Friday was her usual non-working day. There were six bank holidays during her period of employment in 2022, two fell on a Friday so I find it probable that she had the benefit of four bank holidays. Therefore, the claimant took seven days holiday.

39. It was common ground that the claimant was entitled to pay for accrued but unused holiday. To work out the claimant's entitlement to pay for accrued but untaken holiday I first have to work out how much holiday she was entitled to. Over the course of 2022 year (365 days) the contractual entitlement to holiday for the claimant would be 35 days holiday, 10 days bank holiday and 25 days holiday, pro-rated to account for part time working. Holiday accrues at a rate of 0.096 days (35/365). 1 January until 31 May is 151 days. A person working 5 days per week during this period would accrue 151×0.096 days holiday = 14.5 days. The claimant worked 4 days a week during this period so would accrue $14.5/5 \times 4 = 11.6$ days. 1 June to 29 July is 59 days. A person working 5 days per week would accrue 59×0.096 days holiday = 5.67 days. The claimant worked 3 days per week so would accrue $5.67/5 \times 3 = 3.4$ days. In total the claimant was entitled to 15 days holiday including bank holidays during her period of employment in 2022. She took seven days holiday. The claimant did not receive any pay for accrued but untaken

holiday. Therefore, the claimant is entitled to pay for eight days accrued but untaken holiday.

40. A day's pay for the purposes of this calculation is gross pay. The claimant was paid the equivalent of an annual salary of £30,000 for a full time worker. The gross day's pay for holiday pay is calculated by dividing the annual salary by the working days per year, $\text{£}30,000/260 = \text{£}115.38$. The claimant has had an unauthorised deduction from wages as the respondent has failed to pay the claimant in lieu of 8 days accrued but untaken holiday and the respondent is ordered to pay the claimant the sum of £923.04 (8 x £115.38) being the gross sums unlawfully deducted. I calculate the amount of payment on a gross basis, but the Respondent is entitled to make any deductions which are due for tax and national insurance contributions before payment is made to the claimant.

Pension contributions

41. The claimant sought to add a claim in respect of the unpaid pension contributions by email of 24 April 2023. The claimant had agreed to deductions being made from her wages by the respondent for the purpose of paying the sums to the pension scheme, but the respondent had not paid the sums to the scheme. On this basis the claimant can argue that the respondent is in breach of an express or implied contractual term to pay the sums deducted to the pension scheme. I have to consider whether to allow the amendment with reference to the case law principles set out above and the duty of the Tribunal to deal with cases fairly and justly. The core test is balancing the injustice or hardship in allowing or not allowing the amendment.
42. The respondent contended that the claim was raised late in the proceedings. This is correct. However, the respondent was able to deal with the issue in the hearing as it was aware of the detail of the dispute given that the parties had corresponded about it outside of the tribunal process since the claimant became aware of the issue. The respondent accepts that pension contributions deducted from the claimant's salary were not paid to the pension scheme and confirmed it was willing to resolve that.
43. Whilst the claim in respect of pension contributions was raised late and outside the applicable time limit, I accept that the claimant raised the claim as soon as she became aware that sums that had been deducted from her wages for pension contributions had not been paid into the pension scheme. Therefore, it was not reasonably practicable to bring the claim within the time limit and she brought the claim within a reasonable period thereafter. I considered the injustice to the claimant if the claim was not allowed. There would likely be a delay in her recovering any sums if she had to pursue another course of action and I noted that she expressed a desire for finality in her dealings with the respondent. I also considered that both parties would have to spend more time and effort dealing with this issue if the claim was not determined at this hearing.
44. Taking all of this into account I have determined to allow the amendment and will consider the claimant's claim in respect of pension contributions on the basis that the claimant raised the claim as soon as she became aware of it and there is little injustice to the respondent in dealing with it, as the respondent was fully aware of the facts of the

claim, it's witnesses were able to deal with it during the hearing and it is a relatively straightforward issue.

45. The claimant had agreed to deductions being made from her wages by the employer for the employer to pay it into a pension scheme. The respondent admitted the sums deducted for employee pension contribution had not been paid to the pension provider. I consider that there was an express or implied term of the claimant's contract that such sums deducted as employee contribution to pension scheme were to be paid to the pension scheme and the respondent's failure to do that amounts to a breach of contract. I conclude the claimant is entitled to damages for the breach of contract. Referring to the claimant's wage slips I award the claimant £459.97.

Overpayment made by the respondent

46. The respondent asserted that it made an overpayment to the claimant, amounting to just over £700 paid in error. In closing submissions Mrs Smith argued that the overpayment should be deducted from any sums awarded to the claimant. However, the Tribunal does not have the power to set off sums paid in error to the claimant from an award it makes.

Employment Judge Fitzpatrick

Date: 29 May 2023

JUDGMENT SENT TO THE PARTIES ON