EMPLOYMENT TRIBUNALS

Claimant		**Respondent**
Ms S Halton	v	Barnet Football Club Ltd

Heard at: Watford
On: 15 and 16 February 2024

Before: Employment Judge R Lewis
Members : Mr D Bean
Dr B von Maydell-Koch

Appearances:
For the Claimant: Ms L Iqbal Counsel
For the Respondent: Ms D Gilbert Counsel

RESERVED REMEDY JUDGMENT

1. The respondent is ordered to pay to the claimant:

   (a) A basic award for unfair dismissal of £538.00.

   (b) The net sum of £2,003.49 as damages for breach of contract (failure to pay notice pay).

   (c) As compensation for injury to feelings the sum of £12,000.00.

   (d) Interest on the injury to feelings award of £3,610.99.

2. The tribunal makes no award in respect of any of:

   (a) pecuniary loss;

   (b) loss of statutory rights;

   (c) aggravated damages;

   (d) ACAS uplift.

3. Accordingly, the total sum payable by the respondent to the claimant is £18,152.48.

REASONS

This hearing

1. The liability hearing in this case concluded on 5 September 2023, and a reserved judgement (RJ) was sent on 1 November. These reasons should be read in conjunction with the entirety of the RJ. The tribunal and parties had agreed a date for the remedy hearing, and a short case management order was sent the same day.

2. At this hearing, there was a further agreed bundle in respect of remedy. There were additional witness statements from the claimant, to which she attached a schedule of loss, and from Ms Kleanthous, attaching a number of additional documents. There were helpful and detailed written submissions from each counsel.

3. Where we cross refer to our liability judgment, we identify it as RJ, so RJ52 is paragraph 52 in our liability judgment. Where we refer to documents, we refer to the numbering in the original liability hearing bundles. If the document is in the bundle for the remedy hearing, it is designated R, so R52 is page 52 in the bundle at this hearing.

4. At the end of this hearing, the tribunal arranged a provisional date for a further meeting if required. That is confirmed in a separate Case Management Order. That arrangement was made for administrative reasons, and will not be used if not needed by the parties.

5. The tribunal read the witness statements and written submissions. The claimant adopted her remedy statement, and was cross examined for about one and a quarter hours. Ms Kleanthous adopted her witness statement on oath and was not cross examined. The tribunal had a number of short questions for her. After hearing submissions, and dealing with administrative matters, the tribunal reserved judgment at the end of the first day of this hearing, and deliberated in chambers on the second day.

Legal framework

6. There was little disagreement on matters of legal approach. Counsel agreed the calculation of the damages for notice pay, and agreed the principle and amount of the basic award.

7. In considering the calculation of the award for loss of earnings arising from the claimant's constructive dismissal, the tribunal may approach the matter as a compensatory award in accordance with s.123 Employment Rights Act

1996 and / or as compensation for discrimination in accordance with s. 124 Equality Act 2010. As our conclusions on the constructive dismissal points were co-terminous, it seems to us that the correct approach is to prefer that which best provides the claimant with an effective remedy. That must be compensation under the 2010 Act. We accept Ms Iqbal's written submission, that the correct approach is tortious damages, which seek to place the claimant in the position which she would be in if the tort had not been committed. That in turn requires the tribunal to consider any appropriate hypothetical outcomes, based, so far as we can, on actual events and our actual findings**.** We have also dealt with the alternative approach under s.123 ERA, which is based on awarding compensation which is just and equitable, insofar as it is attributable to the actions of the respondent, and which includes the right to compensation for loss of statutory rights.

8. The claimant asked for aggravated damages. We understand that the approach is that an award is compensatory not punitive; and that its purpose is to compensate a claimant in a case where injury to feelings has been exacerbated by conduct of the respondent which is high-handed, oppressive, malicious or insulting. While each case is fact-specific, an award of aggravated damages may be made where the aggravating conduct refers to the manner in which the discrimination took place; or where subsequent conduct (including the conduct of the tribunal proceedings) 'rubs salt in the wound;' or where there has been a discriminatory motive for the conduct in question. The tribunal must take care not to penalise a respondent which properly, if robustly, defends itself in litigation; and it must be on guard to avoid double recovery.

9. Ms Iqbal applied for uplift in accordance with s.207A TULRCA 1992. The relevant Code was the ACAS Code on disciplinary and grievance procedures, and in particular paragraphs 35-39 inclusive, which provide for the statutory right to be accompanied at a grievance meeting. The statutory right is set out at s.10(3) Employment Relations Act 1999, which limits the categories of statutory companion to trade union officers or a fellow employee of the respondent.

<u>Pecuniary loss</u>

10. The central question at this hearing concerned the claimant's claim for pecuniary loss. As written earlier, she submitted her resignation on 18 December 2020 when on maternity leave. Her return date to work was 3 May 2021. She had no work until late March 2022, when she took up her present work. In her schedule of loss she set out a claim for loss of earnings between 3 May 2021 and 28 April 2023, when she began her second period of maternity leave. She claimed loss of SMP during the second period of maternity leave, and two years further loss of income after the anticipated date of return from second maternity leave (28 April 2024). For reasons set out below, the tribunal makes no award in respect of pecuniary loss.

11. As our approach to pecuniary loss has limited the matters which we have considered, it follows that we make no findings on the body of evidence which we heard about the claimant's mitigation since termination of her employment.

12. We preface our findings with the observation that we have attached considerable weight to information and documentation presented at this hearing by the respondent, all of which was available to the claimant to make available to the tribunal, but which was not identified in her witness statement or, it appears, the subject of disclosure from her side.

13. The claimant's evidence was that she had no work between her date of return from maternity leave (3 May 2021) until March 2022. She said that Mr Currie, with whom she had worked at Dagenham, and then at Barnet (RJ69) had since gone to work for Southend United FC. She spoke to him about opportunities at Southend, and on 29 March 2022 took up her present post as Sports Physiotherapist with SUFC, working part-time on a self-employed basis, and working with the club's Academy rather than with the first team. Her third child was born in May 2023.

14. A significant issue before us related to the claimant's living arrangements. In late 2019, at about the start of the events in this case, the claimant's individual home was a flat in Woodford, which she said in evidence was owned by her parents. Her partner's individual home was a flat in Southend, which he owned.

15. At RJ71 and 131, we noted that the claimant's evidence was that when she asked for a contract of employment in December 2019, her stated reason was for the purposes of a house move, but the actual reason was for NHS treatment. The claimant had her 12 week scan at Southend Hospital in about the first week of January 2020 (341). Although the consultant's letter which contained the results of the scan was undated in the bundle, we have calculated the date of the scan from the due date information given on the claimant's MAT B1. We infer that by December 2019, and probably earlier, the claimant was committed to ante-natal care at Southend Hospital.

16. The claimant's evidence was that at the lockdown (starting in late March 2020) she moved to her partner's flat in Southend. Their twins were born in July 2020.

17. The claimant's partner sold his flat, and bought a family-size house in Southend, which according to Land Registry records (R180) was completed on 22 March 2021. It has been the claimant's home since then.

<u>The claimant's actual resignation</u>

18. Within that framework, we return to the claimant's resignation; the reasons for it; and the hypothetical question as to what would have happened if there had not been the unlawful acts which we have found took place.

19. We repeat, as set out in RJ262 and 263, that the claimant resigned for the reasons set out in her letter of 17 December 2020, which included the substance of the claims which we have upheld, but went much further. We find that her actual material reasons for resignation included a number of the events which we have found were not acts of unlawful detriment or discrimination .

20. We accept the possibility that there were other reasons, not identified in our reserved judgment because not made clear to us fully until this hearing, and which we include in our consideration of the prospects of the claimant returning to work for the respondent on 3 May 2021 We say that the following factors set out at paragraphs 21 to 35 inclusive below, were among the considerations which actually led her to decide not to return to work at BFC. In the absence of reliable evidence from the claimant about the development of her thinking and mental process, we cannot say with certainty when a particular consideration formed part of her thinking. We accept that our analysis may not be exhaustive, and it is not in order of priority.

21. We refer first to the accommodation factor, which we have summarised above. We find that at least a year before her resignation, the claimant contemplated making her home in Southend, and that she did so from the start of the lockdown.

22. Ms Gilbert put to the claimant the travel factor, which seemed to us an obvious one. During her employment, the claimant had driven to work from Woodford. The claimant agreed that at the very least travel by car from Southend to Barnet involved three hours driving per day and possibly more. In her evidence, the claimant volunteered that her partner commutes to London (we were told that he works in the City and we assume therefore that he is a commuter by rail).

24. These factors indicate that if the claimant were working at Barnet and her partner in the City, both would be some distance from home and children for long days, and not close at hand in the event of emergency or any other contingency.

25. We turn next to what we call the Barnet job factor. Ms Kleanthous' witness statement for today set out at paragraphs 12 to 15 a number of matters concerning the claimant's job as BFC's First Team Physiotherapist. The respondent required the job to be covered by the same individual working full time, primarily because of continuity and consistency of care. The job required flexibility, and the first team Physiotherapist was required to be present at all matches and training sessions. Presence at all matches included presence at away fixtures, including those so far away (eg Farsley) that an overnight stay was required. Weather or other unforeseen factors might lead to short notice change of fixtures, which physiotherapists and colleagues would be expected to accommodate.

26. The claimant had worked with Mr Currie before he moved to BFC, to which she followed him. They had a good, trust-based working relationship: he

was the only colleague to whom she confided news of her pregnancy in December 2019. He left BFC early in 2020, and we find that his absence was the loss of a bond of friendship which often underpins working relationships.

27. The fourth, and in our view, major factor was the claimant's unresolved conflict with Mr Bartlett, and her continued animosity towards him. We were told that he remained in post until the first quarter of 2023. We refer to the matters set out at RJ75, 88, 90, 96, 98-101, 103, 114, 121-127 inclusive, and 152.

28. Within days of being line managed by him in December 2019, the claimant showed signs of the hostility and resentment which coloured their interactions until 28 January 2020. Our finding has been that those events were wholly uninfluenced by unlawful acts or by discrimination. There was, in other words, in our judgment nothing done by Mr Bartlett during that period which counted as discrimination or detriment. The claimant did not accept the legitimacy of his line management, and the paragraphs referenced above show that within a few weeks she and Mr Bartlett had disagreements about, among others, scanning, confidentiality, ways of expressing themselves, GDPR and the claimant's confidentiality, points of everyday work practice, and email style. The claimant made obvious her lack of respect for Mr Bartlett. It seems to us, on the findings made in our liability judgment, that she would not have returned to work under his line management.

29. When the claimant came to write her resignation letter (670), she mentioned those who were involved in the grievance process; but the only other colleague whom she named was Mr Bartlett, and she named him three times in the letter, referring twice to his 'treatment' of her and once to his 'conduct.'

30. We find that well before the time of her resignation, the claimant's relationship with Mr Bartlett had broken down, though they had worked together for less than six weeks, and had not done so for 10 months by the time of her resignation. In considering how the relationship might have been repaired, we noted the conclusion of the claimant's grievance (445):

> "I do not wish to enter into a protracted dispute with the club and hope that my grievance can be sensibly and swiftly resolved. I propose to instruct my solicitors to write further on a "without prejudice" basis to the club to set out my proposals for resolution of this issue. In the meantime, I look forward to hearing from you with details of how my formal grievance is to be investigated."

31. While of course we have no access to what was said in the "without prejudice" letter, that language was entirely consistent with the claimant's proposal of 28 January to Mr Kleanthous for a settlement. We interpret the above as implying a proposal for an agreed severance. There would have been little logic to the alternative, which would have been a proposal for a means of returning to work, a year in the future, put forward at a time of the personal uncertainties of pregnancy and accommodation, and the wider

uncertainty of the start of the lockdown; and there was no evidence that any such proposal was made.

32. We note a consistency factor, but approach it with caution. We found that in January 2020 the claimant met Mr Kleanthous and put forward a severance proposal; we infer that she put forward a similar proposal in April 2020. We accept that she might, at any time between April and December 2020 (or indeed May 2021), have changed her mind about leaving BFC; but there was no evidence that she did so.

33. We then turn to the career factor, put forward forcefully by the claimant at this hearing. We heard the claimant's unchallenged evidence that she is passionately committed to a career in football physiotherapy, and indeed as first team Physiotherapist at Barnet had achieved a laudable degree of specialism and career development. We accept that her present role, working part time for an Academy, rather than full time for a first team, is a career step backwards.

34. We must take particular care when we weigh up the claimant's evidence. The tribunal may have experience, within the tribunal and outside, of the challenges faced, and overcome, by returners from maternity leave. While we are entitled to draw on that experience, we must take care to avoid the risk of generalisation or stereotyping when we hear evidence in any one case. The claimant, like any other mother, and any other individual, must be considered as an individual.

35. We weigh up all the factors cumulatively. The working landscape for the claimant changed significantly during 2020, for reasons which we have found to be wholly unrelated to any unlawful factor. The claimant found herself working without the link with Mr Currie, and in a line management structure which she disliked and did not respect. That may not be an uncommon experience; in this situation it contained further factors: the absence of Mr Currie, the smallness of the work setting, and the need therefore to interact with Mr Bartlett on a very frequent basis. The many significant changes in the claimant's personal circumstances came on top of all that. In light of all the above, including the relevant findings in RJ, we find that there was no prospect whatsoever of the claimant returning to the respondent at the end of her first maternity leave on 3 May 2021. So that there is no doubt about it, if we must express the matter in terms of percentage chance, our finding is that the chance was zero.

<u>The claimant's resignation: hypothetical</u>

36. For present purposes, we must now consider an alternative scenario which, in a related context, has been called 'the world as it might have been,' a phrase which we find useful and vivid (<u>Software 2000 v Andrews</u> 2007 IRLR 569).

37. In the alternative scenario, we consider how matters might have developed, in the absence of any unlawful act. We are in that context limited to the unlawful acts which we found took place; and we approach this alternative

scenario on the footing that all other findings in our liability judgment remain unchanged, in particular the findings that there was no pregnancy related discrimination on the part of Mr Bartlett. (We note that the only finding which we have made about Mr Bartlett which touches on one successful claim is that he wrote the email of 10 March 2020 set out at RJ145 and discussed at RJ204 and 205. There was no evidence that the claimant saw this email before disclosure in this case, and evidence to suggest that she did not).

38. We dispose of one point shortly. The first successful claim in chronology was that the claimant by letter of 14 May 2020 was informed that her conduct was to be investigated; in the event the investigation went no further. We find with some confidence that if that letter had not been sent, it would have made no difference whatsoever to matters as they developed, because in the event nothing further came of the letter.

39. We then turn to the heart of this point, which is the grievance process, on which the claimant's claims succeeded on three factual points. They were the outcome of the original grievance; the outcome of the grievance appeal; and the question of her right of accompaniment. We deal with them here together, as that seems to us the realistic approach.

40. Our task is to consider what would have happened if the events which we have found to be in any way unlawful did not happen; and then to consider what difference that position would have made to our finding about the claimant's potential return from maternity leave. We preface this part of our judgment with the observation that it is a difficult hypothesis to construct. In the more usual situation (eg redundancy or conduct cases) there is first consideration of a respondent's actual decision, and then discussion of the hypothetical decision which might have been made in different circumstances.

41. The problem with the hypothesis which we now have to construct is that it involves not just a decision maker for the respondent but other actors making decisions, including the claimant; and that it touches on points of judgment or discretion into which our insight is limited, not least because we did not hear the evidence of Mr Day or Mr Patel. The discussion as to whether for example Mr Chaggar or Mr Polkey might have been fairly dismissed some months later than they actually were is, by comparison, relatively straightforward.

42. We ask first, what was it that the respondent did or failed to do which was the basis of the claims about the grievance process being upheld. The answers are found at RJ249.2, 249.3, 249.5 and 253.

43. Summarising our own judgment: what the respondent did not do was test Ms Buckland's evidence, and in particular test the extent to which it corroborated the claimant's allegations. It nevertheless appears to have rejected her evidence.

44. We then asked what would have happened if Ms Buckland's evidence had been tested further. What would that have involved? It might have involved an attempt at a more detailed discussion with Ms Buckland, which gives rise to the first problem, namely that as she was just leaving the respondent, and was plainly not happy in her recollection of working there, she might have refused to co-operate further and could not be compelled to do so. Certainly, she did not want to present her own grievance. Such information as she gave might then have been the subject of fresh investigation with Mr Bartlett, and/or (in correspondence through solicitors) the claimant, and/or any other person reasonably suggested as a source of information or evidence.

45. We find that that procedure could have led to three possible outcomes. One outcome would have been that the grievance was rejected in full, this time in the absence of discrimination; one outcome would be that it was upheld in full or part; and experience allows for the possibility of a third possible outcome, in which a grievance is formally rejected, but the underlying events are acknowledged by the decider to give rise to learning experiences, perhaps requiring training, perhaps in the framework of workplace mediation.

46. We simply do not have the evidence or information on which to make a finding as to which of those outcomes would have taken place. Our finding is that any one of them, including the first, was open to the respondent. We can go no further than finding that there was logically a one in three chance of each outcome.

47. We have found that the respondent's refusal to allow her partner to accompany her to the grievance appeal was discriminatory. What difference would it have made if he had done so? That is particularly difficult to assess, as his presence would have led the claimant herself to take part in the appeal. We have found it exceptionally difficult to assess what would have been the outcome if the claimant had taken part in an appeal meeting which she did not attend before a decision maker whose evidence was only available to us in writing.

48. We accept that if the claimant had been permitted the right of accompaniment by her partner, she would have taken part in the appeal with Mr Patel and represented herself. We must then ask what difference that would have made. Undoubtedly, it would have had some effect on the claimant's sense of injustice, by giving her the sense that she had had a right to be heard, and had properly exercised that right. The importance of a well-founded sense of workplace justice is not to be underestimated.

49. We can only find that all three outcomes set out above would still have been open to the respondent, although, logically, the claimant's presence might have reduced the possibility of an outright rejection of all her points.

50. However, we are simply unable to say that the claimant's participation would on balance of probabilities have changed the outcome. We say so in particular because of the extreme likelihood that the claimant would have

focussed on the points about which she felt strongly, but which we have rejected as claims of discrimination, namely the allegations about Mr Bartlett's language and conduct in January 2020. It seems to us that we can find only that if there had been a grievance appeal which the claimant attended, accompanied by her partner, all of the above outcomes remained open to the respondent.

51. We have said above that our finding is that one possible conclusion of a non-discriminatory grievance process would have been that the grievance was rejected in full. If however the grievance had been upheld in part or full, or if a "mediation" outcome of the type outlined above had been made, what would have happened then?

52. It seemed to us that Ms Iqbal impliedly acknowledged the enormous difficulty of that question by submitting that there would have been some form of "sensible" resolution, that there would have been meetings, that the respondent would have resolved issues. All of that is theoretically possible, but it is speculation. It must be speculation, because much would have turned on the language of the grievance outcome, and on its impact on the claimant and Mr Bartlett, and then in turn on their reaction to it. It seems to us unlikely in the extreme that a partly successful grievance, or a "mediation" outcome, would have satisfied the claimant's sense of injustice such as to lay the groundwork for continuing to work with Mr Bartlett. We are confident that Mr Bartlett, whatever his feelings on the matter, would have presented with professionalism, but equally that he would not have compromised with the claimant on the fundamentals, which were that he was her line manager; he had authority over her and her work; she reported to him; and that he was entitled to require medical information from her. On all of these points, he had the support of the Chairman and other senior colleagues. In his management, he might continue to use robust language which the claimant found aggressive, but which he, and the tribunal, considered to be within the bounds of legitimate management.

53. We repeat our discussion and conclusions set out at paragraphs 21-35 inclusive above. Our conclusion is that hypothesising the absence of any form of discrimination, and / or of any unlawful detriment for protected disclosure, there was no prospect of the claimant returning to work for the respondent at the end of her maternity leave.

54. We have considered whether we should make an award which represents a percentage chance of her having done so, and our finding is that expressed as such, and for the same reasons as we have already given the percentage is zero.

55. We make no award for loss of statutory rights under ERA, because at her resignation the claimant had not yet completed two years service, and we decline to compensate her for loss of something which she did not have.

<u>Other heads of claim</u>

56. The parties agreed a one year basic award as set out above. The parties agreed the above figure in respect of notice pay.

Injury to feelings

57. An award for injury to feelings is an award limited to the successful claims of discrimination. We noted how the claimant in her first witness statement and in today's witness statement had described the hurt and distress which she experienced at work. However, as Ms Gilbert rightly pointed out, we must disregard all articulations of injury to feelings before 14 May 2020, and we accept that at that date, the claimant was, for reasons which we have found not to be discriminatory, upset about events at work, and had been for several months.

58. We remind ourselves that the award for injury to feelings must be compensatory, not punitive; and it should be evidence based. The events for which the claimant is to be compensated were spread over a period of months, and were not a single or one off event. All the events took place at a time of particular vulnerability, namely the last months of maternity leave, and the first three months of her twins' lives. They engaged a number of actors within the respondent, not just a single manager or decision maker. They also arose largely out of her attempts to resolve matters through the grievance procedure. It seems to us important to bear in mind that she was discriminated against while pursuing the procedure which should have given her a sense of workplace justice, leading to resolution and closure.

59. We accept that the claimant had also been off sick before the start of maternity leave, while reminding ourselves that the sickness leave was not, on our finding, because of discrimination. The claimant gave no medical evidence specifically related to the events of discrimination, nor was there any evidence, of the type sometimes seen, from a family member or close friend, describing the impact of discrimination at work. We also note that the discriminatory events in this case took place on paper, in the context of formal conflict, and were filtered through lawyers and representatives.

60. Drawing these factors together, we find that this is a case for the lower quarter of the middle Vento band. We have set the injury to feelings figure as £12,000.00.

Interest

61. We calculate interest as running at 8% from 14 May 2020 (we do not agree with the schedule of loss which gave the date as 1 April 2020, which was the date of the claimant's grievance, not the first date of contravention) to 16 February 2024, the date of calculation, a total of 1373 days. Our workings are:

    Annual interest at 8% on the principal sum of £12,000 is £960;

    We divide £960 by 365; that gives a daily rate of £2.63.

Multiplying the daily rate by the number of days, we calculate £3,610.99.

Aggravated damages

62. We heard submissions on the claimant's application for aggravated damages. We do not agree that this is a case where the respondent has conducted itself in a high-handed or oppressive manner. That is to be measured objectively, and we simply see no evidence which takes the events which we have upheld out of the run of management decisions, and / or of defensive responses to allegations. We can see no factual basis for an award of aggravated damages and the claim fails.

63. In written submissions, Ms Iqbal's first point was that three of our findings showed that the respondent had rubbed salt in the wound at the time of the discriminatory events. They were that the decision to open its disciplinary investigation constituted a detriment / victimisation (RJ263); our findings on Mr Day's outcome (RJ249-250), and on the grievance appeal outcome (RJ253); and on the denial of the right of accompaniment at the grievance appeal (RJ257). Her second point relied on the respondent's assertion that the claimant had made disclosures in bad faith (which we rejected at RJ167 and 197). Her third point was based on the content of Ms Kleanthous' witness statement for the remedy hearing, which, she submitted, showed the respondent 'doubling down' and an inability to accept that the claimant's treatment had been discriminatory.

64. We do not agree that the 'first point' matters, or any of them individually, meet the threshold of rubbing salt in the wound. We have found that each was an act of discrimination; but we can see no basis to find that in any of them the claimant's hurt was in fact aggravated. The second and third points arose in the conduct of litigation, in which both sides and their representatives have used robust language. A party must have the right to advance its case, provided that it does so properly. We find that the respondent did not cross the boundary from proper conduct of its case.

65. We agree with Ms Iqbal that Ms Kleanthous' remedy witness statement, in parts (notably at paragraphs 30e and 32), tried to go behind the tribunal's findings of fact. We agree with Ms Iqbal that that is wrong in principle. However, taking the point in the round, we do not find that the respondent went beyond the proper boundaries of advancing a legitimate defence, either on liability or remedy, and there was little to suggest that in context those sentences in the statement had aggravated any injury to feelings. Ms Iqbal's approach made insufficient allowance for the context of the remedy statement, which was to defend a schedule of loss of over £190,000.00 by advancing points most of which we find were well-made.

ACAS uplift

66. We reject the claimant's application for uplift for breach of the Acas disciplinary code. The Code is narrow, and applying its wording, Ms Iqbal limited her application to a complaint that the claimant had been denied her right of accompaniment.

67. We have found that the claimant was discriminated against by not being permitted the right of accompaniment. We do not agree with her formulation that she was refused or not allowed accompaniment; she was limited to the statutory right. The statutory scheme is incomplete because it does not provide a safeguard for those who are not union members, and / or those who for a variety of other reasons may be unable to arrange accompaniment by a colleague. It is inherent in the statutory scheme that its coverage is not universal. Our finding has been limited to the finding that in this particular situation, it operated in a way which was discriminatory.

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Employment Judge R Lewis

Date signed: 4th March 2024

Sent to the parties on: 07/03/2024

For the Tribunal Office

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