



# EMPLOYMENT TRIBUNALS

London South Employment Tribunal  
12, 13, 14, 15, 20 and 21 March 2024 (in person)

**Claimant:** Lucie Venables

**Respondent:** The Police and Crime Commissioner for Sussex

## Full merits hearing

**Before:** Judge M Aspinall (sitting as an Employment Judge)  
Mr W Dixon  
Ms L Gledhill

**Appearances:** Dr L Venables, in person  
Mr T Dracass, Counsel for the Respondent

## JUDGMENT

Upon considering all the oral testimony, written testimony, and documentary evidence to which we were referred we find that all the claims brought by the Claimant (claims for constructive unfair dismissal and discrimination on the grounds of disability) all fail and are dismissed.

### Reasons

#### Background

1. The Claimant, Dr Lucie Venables, was engaged by the Respondent, The Police and Crime Commissioner for Sussex, as Head of Commissioning from November 2018 until her employment ended in October 2022.
2. The Claimant and her line manager, Mr Ian McCulloch, had a positive working relationship initially. However, issues arose when inappropriate messages sent by the Claimant to a senior police officer were discovered by the Respondent in September 2021. This led to the Claimant being subject to an internal misconduct process and receiving a first written warning valid for six months.
3. Following this first misconduct process, the working relationship between the Claimant, Mr McCulloch, and Mr Mark Streater, the Chief Executive, became strained. In November 2021, the Claimant disclosed to Mr Streater that she had ADHD. The Respondent took steps to discuss support needs with the Claimant but encountered resistance when attempting to develop a disability support plan.
4. In February 2022, a further misconduct allegation was made against the Claimant by a colleague, Ms Nicola Walker. The Respondent commissioned an independent investigation into this allegation. The subsequent misconduct hearing in July 2022 found the allegations unproven. The Claimant stated this was the final straw that destroyed her relationship with the Respondent.
5. The Claimant took a period of leave in late July 2022. During this time, she applied for and

was offered a new job with West Sussex County Council. The Claimant resigned on 2 September 2022 and her employment ended on 31 October 2022.

6. In late October 2022, after leaving her employment, the Claimant submitted a grievance complaint to the Respondent regarding her treatment. The Respondent declined to address the grievance since the Claimant was no longer an employee.
7. The Claimant brought claims to the Employment Tribunal of constructive unfair dismissal and disability discrimination against the Respondent.

### **The claims**

#### *Unfair Dismissal*

8. The Claimant argued she was constructively and unfairly dismissed by the Respondent's actions. She stated that the implied term of trust and confidence had irrevocably broken down by the time of the misconduct hearing on 21 July 2022 which exonerated her. The Claimant claimed this destroyed her relationship with the Respondent to the extent that she was entitled to resign, despite not formally resigning until 2 September 2022.

#### *Disability Discrimination*

9. The Claimant alleged that the Respondent discriminated against her on the grounds of disability. Specifically, she contended that the Respondent failing to properly address her ADHD disclosure and support needs amounted to unfavourable treatment relating to her disability.
10. The Claimant also claimed the refusal to support her application for the Strategic Command Course in early 2022 was because of her disability. She further argued that the second misconduct investigation from March 2022 was linked to her disability and was mishandled by the Respondent.

#### *Breach of ACAS Code*

11. In addition, the Claimant alleged the Respondent's actions amounted to a breach of the ACAS Code of Practice on Disciplinary and Grievance Procedures. She sought an uplift to any compensation awarded on this basis.
12. This is not a free-standing head of claim and would properly be considered at the remedy stage if the Claimant is successful in establishing that she was either a) constructively unfairly dismissed or, b) discriminated against because of, or arising from, disability.
13. The Respondent denied all the Claimant's allegations and contested the claims of unfair dismissal, disability discrimination, and breach of the ACAS Code.

### **Issues for determination by the Tribunal**

14. The issues to be decided were agreed to be those contained at pages 6 – 11 of the Case Management Orders of EJ Callan on 7 December 2023 (issued to the parties on 17 January 2024). I attach that section as an Annex to this judgment.

### **The law**

#### *Unfair Dismissal and Constructive Dismissal*

15. The primary legislation governing unfair dismissal, including constructive dismissal, is the Employment Rights Act 1996. Section 94 of the Act provides employees with the right not to be unfairly dismissed by their employer.
16. Constructive dismissal is specifically covered under Section 95(1)(c) of the Employment Rights Act 1996. This section states that an employee is dismissed if they terminate the contract under which they are employed, with or without notice, in circumstances where they are entitled to terminate it without notice due to the employer's conduct.
17. In *Western Excavating v. Sharp* [1978], the Employment Appeal Tribunal (EAT) set out the

basic test for constructive dismissal - there must be a fundamental breach of contract by the employer and the employee must resign in response to that breach.

18. In *Lewis v. Motorworld Garages* [1985], the court added that the breach of contract must be significant enough to go to the root of the contract. The employer's conduct must indicate they no longer intend to be bound by an essential term.
19. In *Mahmud & Malik v. Bank of Credit and Commerce International SA* [1997], the House of Lords confirmed the implied duty of trust and confidence between employer and employee in all contracts. Breach of this term can justify resignation and a claim of constructive dismissal.
20. In *Martin v. Devonshires Solicitors* [2011], the Court of Appeal confirmed an employer could remedy a breach before the employee resigns, preventing a constructive dismissal claim.
21. In *Auckland v. Department for Work and Pensions* [2015], the EAT clarified an employee must promptly resign after a breach to argue constructive dismissal. Waiting too long could affirm the contract and lose the right to claim.

#### *Discrimination and Harassment*

22. Section 13 of the Equality Act 2010 prohibits direct disability discrimination, stating that treating a disabled person less favourably because of their disability is unlawful.
23. Section 15 defines discrimination arising from disability. Treating a disabled person unfavourably because of something connected to their disability is unlawful, unless it can be justified.
24. Section 26 prohibits harassment related to disability. Unwanted conduct violating a disabled person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment constitutes harassment.
25. Section 27 prohibits victimisation - subjecting a person to detriment because they have done, or may do, a 'protected act' such as bringing discrimination proceedings.

#### *Similar Acts*

26. Under Section 48(3)(a) of the Employment Rights Act 1996, where an act complained of forms part of a "series of similar acts", the time limit runs from the last act in the series. This allows employees to bring claims about earlier acts outside the normal time limit if sufficiently linked to a recent one.
27. As held in *Arthur v London Eastern Railway* [2007], the acts must have some connection and be similar to amount to a series.
28. The Employment Appeal Tribunal stated in *Royal Mail v Jhuti* that the acts do not have to be identical but must have some linkage beyond merely a common ground, such as being related to a protected disclosure. There must be a factual connection between the acts.
29. When assessing similarity, the employment tribunal should consider all the circumstances, including whether there were common perpetrators, concerted organisation, or a shared motive.
30. At least one act must be within the time limit and proven to share the alleged unlawful ground with the earlier acts. Unproven or unactionable acts alone cannot extend the time limit.

### **Time limits and jurisdiction**

31. There are specific time limits for submitting a claim to an employment tribunal under both the Employment Rights Act 1996 and the Equality Act 2010. Failure to bring a claim within the stipulated period can lead to the claim being dismissed as out of time.

#### *Unfair Dismissal Time Limits*

32. For unfair dismissal claims, Section 111 of the Employment Rights Act 1996 states that proceedings must be started within 3 months of the effective date of termination of employment.

33. This time limit can be extended if it was not reasonably practicable for the complaint to be presented within 3 months. The tribunal has discretion to extend the time limit where appropriate.

34. Section 48(3) of the Employment Rights Act 1996 also provides that where an act complained of is part of a "series of similar acts", the time limit runs from the date of the last act in the series. This allows a complaint to cover earlier acts outside the normal 3-month period if sufficiently linked to a recent one.

#### *Discrimination Time Limits*

35. For discrimination claims under the Equality Act 2010, Section 123 states proceedings must be brought within 3 months starting with the date of the act complained of.

36. Where there has been a continuing act extending over a period, the time limit starts at the end of that period. A 'continuing act' involves repeated conduct which can reasonably be considered part of an ongoing unlawful act.

37. The time limit can also be extended to account for any period where there was early conciliation via ACAS or where the claimant was trying to resolve the dispute via a workplace grievance procedure.

38. Further, Section 140B of the Equality Act 2010 gives the tribunal discretion to hear a complaint out of time if it is just and equitable to do so considering the reasons for delay and prejudice to both parties.

#### *Burden of Proof*

39. The burden is generally on the claimant to convince the tribunal that it is appropriate to extend time or hear an otherwise out of time complaint. However, where relevant, the respondent bears the burden of showing the complaint was reasonably discoverable and could have been brought sooner.

### **The hearing before the Tribunal**

40. The hearing took place at the London South Employment Tribunal over 6 days between 12 and 21 March 2024.

41. The Claimant, Dr Lucie Venables, represented herself. The Respondent, The Police and Crime Commissioner for Sussex, was represented by Mr Tim Dracass of Counsel.

42. At the outset, the Tribunal heard submissions from the parties on the required reading, issues in dispute and the claims brought by the Claimant. The parties provided chronologies and lists of issues to assist the Tribunal.

43. The Claimant's witness statement, those of her witnesses, had been provided prior to the hearing. The Respondent's witness statements were also provided, along with an agreed bundle of documents.

44. The Tribunal heard live evidence from the following factual witnesses called by the Claimant:
  - a. The Claimant herself, Dr Lucie Venables
  - b. Ms Kay Birch, the Claimant's former colleague
  - c. Supt Vanessa Britten, a senior police officer
45. We also had a witness statement from Ms Nichola Povey who was not required to be called as a live witness for the Claimant as she gave evidence only of things which occurred in her own employment relationships some months after the Claimant had left the Respondent's employ.
46. The Tribunal also heard live evidence from the following witnesses called by the Respondent:
  - a. Mr Ian McCulloch, the Claimant's former line manager
  - b. Mr Mark Streater, Chief Executive of the Respondent
47. All witnesses provided their evidence-in-chief by confirming their written witness statements. The opposing party was then able to cross-examine the witnesses and re-examination occurred as necessary.
48. The Tribunal carefully considered the pleadings, witness statements, and documentary evidence presented by both parties over the course of the 6-day hearing.
49. The Claimant and Respondent were each given the opportunity to make closing submissions once evidence had concluded, summarising their respective cases regarding the claims before the Tribunal.
50. There were no statutory or agreed determinations that could be made during the hearing. The Tribunal reserved judgment to be provided in writing later once the panel had fully deliberated on the evidence and submissions.
51. The parties were advised that the Tribunal would aim to provide the written judgment in accordance with standard practice. The judgment would be sent to the parties upon completion.

### **The evidence presented to the Tribunal**

#### *Written and Documentary Evidence*

52. The Tribunal was presented with an agreed bundle of documents from the parties. This included extensive email correspondence, meeting minutes, policies, and the investigation report relating to the Claimant's employment.
53. Key documents referred to in witness statements and oral evidence included the Claimant's original employment contract, the Respondent's staff handbook containing policies, and the Claimant's resignation email of 2nd September 2022.
54. The inappropriate message exchanges between the Claimant and a senior police officer leading to the first misconduct allegation were contained in the bundle from.
55. Emails regarding the Claimant's ADHD disclosure such as on 10th December 2021 and related meetings were included.
56. Documentation about the Strategic Command Course such as policy criteria and email

exchanges were provided.

57. The Respondent's investigation report dated 4th May 2022 into the second misconduct complaint was produced along with the Claimant's responses.
58. The Claimant's ET1 claim form and supplementary documents outlining her arguments regarding constructive dismissal and discrimination were submitted. We also considered all other pleadings in the case and all documents from the bundle to which we were referred.
59. Witness statements from Mr McCulloch, Mr Streater, and Ms Walker for the Respondent, along with statements from Ms Povey and Det Chief Superintendent Britten for the Claimant, were considered.

#### *Oral Evidence*

60. The Claimant gave oral evidence expanding on the background and timeline of events covered in her written statement. Under cross-examination, she accepted inaccuracies in her own account, or clarified certain points, about her interactions with the Respondent regarding her employment, misconduct processes and disability disclosure.
61. Superintendent Britten's oral evidence focused on the investigation and different outcome of the misconduct complaint against her compared to the Claimant's first misconduct case.
62. Ms Birch gave evidence in accordance with her witness statement and there was limited cross examination by Counsel for the Respondent.
63. Mr McCulloch's oral evidence aligned with his written statement regarding his management relationship with Claimant and handling of her ADHD disclosure. He provided further context about email exchanges and meetings during lengthy questioning by the Claimant.
64. Mr Streater's oral testimony was consistent with his detailed witness statement concerning the Claimant's employment, misconduct investigations, and disability considerations. He elaborated on his role in key decisions during extensive cross examination.

#### **Findings of fact and application of the law**

65. The Claimant was employed by the Respondent as Head of Commissioning from November 2018 until her employment ended on 31 October 2022.
66. The working relationship between the Claimant and her line manager Mr McCulloch was initially positive. However, in September 2021 inappropriate messages sent by the Claimant to a senior police officer were discovered, resulting in an internal misconduct process and a first written warning valid for 6 months.
67. The first misconduct allegation arose in September 2021 when inappropriate WhatsApp messages sent by the Claimant to a senior police officer, then DCI Vanessa Britten, came to the Respondent's attention.
68. The messages, critical, rude, and disparaging of colleagues – including the Police and Crime Commissioner for Sussex and senior police officers – were discovered through passive monitoring of the DCI's police-issued mobile telephone; something which we find that Sussex Police were entitled to do. The Claimant was fully cooperative and candid when challenged by the Respondent, immediately admitting to sending messages and emails and expressing regret and disappointment in herself.
69. The Tribunal finds that the messages undoubtedly amounted to serious misconduct warranting disciplinary action. The Respondent reasonably concluded that gross misconduct was potentially involved given the nature of the communications and senior

positions held by both parties.

70. Following a disciplinary process, the Respondent generously gave the Claimant a first written warning valid for six months. At first cooperative, the Claimant later expressed grievance regarding this sanction after the misconduct process concluded.
71. DCI Britten, despite being involved in the same messaging, received no disciplinary sanction herself. The Tribunal finds there were justifiable reasons for the differing outcomes.
72. As a serving police officer, DCI Britten was subject to separate misconduct regulations with higher thresholds for sanctions. She also denied the allegations. Critically, DCI Britten disclosed having ADHD herself during the process and pleaded it as a mitigating factor, whereas the Claimant did not reveal her own ADHD for several more months.
73. We find the Claimant's sense of grievance was sharpened by what she saw as unequal treatment. However, her frank admissions compared to DCI Britten's denial and disclosure of her disability, with evidence explaining how it was likely to have led to the misconduct alleged, reasonably explained the divergence in outcomes.
74. The Claimant, by her own admission, was most aggrieved at her own fall from grace - from a previously unblemished record. Her high standing likely increased the Respondent's disappointment at the serious misconduct. It was also, most likely, the reason why she was given a written warning rather than being dismissed.
75. Therefore, while the Claimant later objected to the sanction, the Tribunal finds the Respondent acted reasonably in treating the misconduct as serious and issuing a first written warning following a fair process. At the time they had no knowledge of the Claimant's ADHD.
76. Following this first misconduct process, the working relationship between the Claimant, Mr McCulloch and the Chief Executive Mr Streater became strained.
77. On 10 December 2021, the Claimant informed Mr Streater that she had ADHD. The Respondent took steps to discuss her support needs but encountered resistance from the Claimant to developing a disability support plan.
78. In March 2022, a further misconduct allegation was made against the Claimant by her colleague Ms Walker. The Respondent appointed an independent investigator and conducted a separate misconduct process.
79. The misconduct hearing in July 2022 exonerated the Claimant. However, she stated this destroyed her relationship with the Respondent.
80. Between July and September 2022, while on leave, the Claimant applied for, interviewed for, and was offered a new job with West Sussex County Council.
81. The Claimant resigned on 2 September 2022, providing three months' notice. However, her employment ended on 31 October 2022 after the Respondent agreed a shorter notice period.
82. A leaving her employment, the Claimant submitted a grievance complaint to the Respondent regarding her treatment. The Respondent declined to address the grievance as she was no longer an employee.
83. The Tribunal finds the second misconduct allegation was unrelated to the Claimant's disability. She did not disclose her ADHD to Ms Walker prior to the complaint. The allegation arose from a deteriorating relationship between them.

### *Unfair (constructive) Dismissal*

84. The Claimant argued she was constructively and unfairly dismissed due to the Respondent's conduct destroying the implied term of trust and confidence in the employment contract.
85. However, the Tribunal finds that while the working relationship was strained following the first misconduct process, none of the alleged subsequent events, individually or cumulatively, amounted to a fundamental breach of contract entitling the Claimant to resign.
86. The misconduct hearing on 21 July 2022 exonerated the Claimant and concluded matters relating to the second allegation. This did not constitute a repudiatory breach by the Respondent meriting resignation. This meeting, however, was what the Claimant described to us as being the last straw which led to her resignation.
87. However, the Claimant did not promptly resign after this event. She continued working, went on leave, and secured alternative employment before resigning in September 2022. This affirmed the contract, and she cannot claim constructive dismissal.
88. The Tribunal concludes the Claimant chose to resign on 2 September 2022 because she had been offered a new job, not because of any fundamental breach by the Respondent.
89. Even if the Claimant had been constructively dismissed, this would have been for an inextricably linked reason following a reasonable investigation process. The Respondent acted reasonably in response to Ms Walker's misconduct allegation given the circumstances.

### *Disability Discrimination*

90. The Claimant argued that the Respondent's failure to properly address her ADHD disclosure and support needs amounted to unfavourable treatment related to her disability.
91. Based on the evidence presented, the Tribunal finds that the Claimant first mentioned having ADHD to her line manager Mr McCulloch in October 2021. However, this was conveyed indirectly by providing a link to a website rather than explicitly stating she had ADHD.
92. While the Claimant testified that she intended this to notify Mr McCulloch of her disability, the Tribunal finds there was no clear indication from the manner of disclosure that the Claimant considered her ADHD to be disabling or that she required adjustments at that time. Providing a link without context did not amount to a clear disability disclosure.
93. It was not until December 2021 that the Claimant directly stated to Mr Streater that her negative behavioural traits were driven by ADHD. This represents the first unambiguous disclosure that the Claimant had ADHD and viewed it as a disability in connection with her employment. We find that this was, constructively, the first occasion on which the Respondent had genuine knowledge that the Claimant was saying that she was disabled.
94. The Tribunal concludes that the Respondent was definitively notified of the Claimant having a disability when she explicitly conveyed this to Mr Streater in December 2021. Prior to this, despite mentioning she had ADHD in October 2021, the Claimant did not frame this in a manner indicating she considered herself disabled or required accommodations.
95. Based on the evidence, the Tribunal finds the Respondent took reasonable steps to discuss the Claimant's eventual ADHD disclosure and related requirements with her. They encountered repeated, insuperable, resistance from the Claimant in taking any practical steps, including in implementing a support plan of any kind.
96. The Claimant objected to her disability being recorded or discussed with others. It was not reasonably practicable for the Respondent to make any adjustments without her



cooperation.

97. The refusal to support the Claimant's Strategic Command Course application in early 2022 was due to the recent first misconduct outcome and ongoing second allegation, not her disability.
98. The second misconduct process was initiated independently by Ms Walker's complaint. It was handled impartially and concluded the allegations were unproven.
99. There is no evidence linking the investigation or its handling to the Claimant's disability. The Respondent conducted a fair process in response to the misconduct allegation.
100. The Tribunal concludes that none of the alleged unfavourable treatment occurred because of the Claimant's disability. The claims for direct disability discrimination and discrimination arising from disability both fail.

#### *Harassment*

101. The Claimant did not establish that any of the alleged unwanted conduct was related to her disability, violated her dignity, or created a prohibited environment.
102. The Claimant argued that the following alleged conduct by the Respondent constituted harassment related to her disability:
  - a. Ignoring her ADHD disclosure on 19 November 2021
  - b. Calling her to a meeting on 9 March 2022 to discuss her ADHD shortly after a misconduct investigation meeting.
  - c. Statements at a 27 June 2022 meeting that it was expected she would face further sanctions and that the Respondent knew what these would be based on experience.
  - d. Referring to her as a "psychopath" in the 12 July 2022 misconduct investigation paperwork.
  - e. Repeatedly contacting her by phone, text and email on 22 July 2022 while she was on special leave.
  - f. Dismissive behaviour when she raised learning points from a gender-focused training course on 7 December 2021.
  - g. Refusing her request to attend a leadership course on 8 December 2021 and telling her she would need to self-fund it.
103. The Tribunal considered these allegations and the related evidence in detail. The Respondent disputed that most of the alleged conduct occurred or that any of it was connected to the Claimant's disability.
104. Regarding the 19 November 2021 disability disclosure, the Tribunal finds no evidence that it was ignored or dismissed explicitly because of the Claimant's ADHD. There were issues with the manner of disclosure as addressed separately in our findings.
105. The 9 March 2022 meeting was held to discuss both the Claimant's misconduct investigation and ADHD considerations. Holding one meeting about both issues was a reasonable course of action in the circumstances.
106. There is no evidence to support the alleged statements were made at the 27 June 2022 meeting. The Claimant accepted in oral testimony that specific phrases were not used.
107. The 12 July 2022 misconduct paperwork was not seen by the Claimant until after it was

concluded she had no case to answer. While inappropriate language was used in internal documents, this did not create a hostile environment.

108. Regarding contacts on 22 July 2022, the Claimant was on special leave but remained employed at that date. Some work-related contact was still reasonable and appropriate.
109. For the other alleged incidents, the Tribunal finds no direct evidence linking them to the Claimant's disability. They appear to be general workplace issues unconnected to her ADHD.
110. In conclusion, the alleged unwanted conduct was not proven to be harassment related to the Claimant's disability. There is no evidence of violations of dignity or creation of a prohibited environment because of her disability.
111. The Tribunal finds that the Claimant has not proven facts supporting a claim for harassment related to her disability.

#### *Victimisation*

112. The Claimant argued she was subjected to detriments by the Respondent because they believed she would take legal action in relation to protected acts under the Equality Act 2010.

113. Specifically, she alleged the following detriments:

- a. Being excluded from key areas of work between January and March 2022.
- b. The refusal to support her Strategic Command Course application on 26 May 2022.
- c. Receiving the misconduct investigation paperwork referring to her as a "psychopath" on 12 July 2022 .
- d. Being excluded from a management discussion on wellbeing proposals on 22 February 2022.
- e. Having the second misconduct investigation proceed in March 2022.
- f. Being referred to in the investigation paperwork as "gaslighting", "narcissistic", and "lacking in empathy" on 12 July 2022.

114. The protected acts the Claimant alleged she was being victimised for comprised:

- a. Complaints in late September 2021 about her treatment in the first misconduct process and stating she would seek legal advice.
- b. Reiterating on 4 March 2022 she was examining potential legal remedies due to perceived differences in outcome between her sanction and that of the other officer in the first misconduct case.

115. The Respondent disputed the Claimant was subjected to any detriments because of protected acts. The alleged detriments either did not occur or were reasonable responses to performance and misconduct concerns.

116. The Tribunal finds no evidence that the Claimant was excluded from work areas because she had brought, or it was believed she would bring proceedings. Responsibilities were changed due to the ongoing misconduct investigation.

117. The refusal to support the Strategic Command Course application was due to the recent misconduct outcome and open allegation, not protected acts.

118. Use of inappropriate terminology in internal documents was ill-advised but not proof of subjecting the Claimant to a detriment.
119. There was no evidence connecting the Claimant's exclusion from the wellbeing discussion to protected acts.
120. The second misconduct investigation resulted from Ms Walker's independent complaint, not due to victimisation.
121. In conclusion, the Tribunal finds the Claimant did not establish the alleged detriments occurred because of, or in belief she would carry out, a protected act under the Equality Act 2010. The victimisation claim cannot succeed based on the evidence presented.

## **Conclusions**

122. Having carefully considered all the evidence and submissions, the Tribunal unanimously concludes that the claims of constructive unfair dismissal and disability discrimination brought by the Claimant fail and must be dismissed.
123. On unfair dismissal, the Tribunal finds that none of the events following the first misconduct process amounted to a fundamental breach of the implied term of trust and confidence by the Respondent.
124. The misconduct hearing on 21 July 2022 exonerated the Claimant regarding the second allegation. This did not constitute a repudiatory breach entitling the Claimant to resign.
125. The Claimant did not promptly resign after the July misconduct hearing but continued working and secured alternative employment first. This affirmed the contract, precluding a claim of constructive dismissal.
126. The evidence indicates the Claimant chose to resign in September 2022 because she had been offered a new job, not because of any breach by the Respondent.
127. Even if the Claimant had been constructively dismissed, it would have been for an inextricably linked reason following a reasonable investigation process into the misconduct complaint.
128. On disability discrimination, the Tribunal finds the Claimant did not clearly notify the Respondent she considered her ADHD a disability requiring adjustments until December 2021.
129. Once aware, the Respondent took reasonable steps to discuss adjustments but encountered resistance from the Claimant to implementing any support plan.
130. None of the alleged unfavourable treatment was because of the Claimant's disability. The refusal to support the course application and second misconduct process were due to other factors.
131. The Claimant did not establish harassment as the alleged unwanted conduct was not connected to her disability or shown to violate her dignity.
132. Likewise, the Claimant did not prove she was subjected to any detriment because of protected acts. The victimisation claim cannot succeed.
133. In conclusion, having analysed all the evidence and submissions in detail, the Tribunal unanimously determines the claims of unfair dismissal and disability discrimination are not well-founded and must be dismissed.

134. While the working relationship between the parties deteriorated as a direct result of the misconduct of the Claimant (the first misconduct issue), none of the Respondent's actions amounted to a fundamental breach of contract, or the implied term of trust and confidence, or less favourable treatment - of any kind - related to the Claimant's disability.

**Judge M Aspinall  
Sunday, 31st March 2024**

**Sent to the Parties on:  
Friday 5<sup>th</sup> April 2024**

**For the Tribunal Office**

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