



EMPLOYMENT TRIBUNALS

Claimant: Mr C O'Neill

Respondents: (1) Brook Street (UK) Limited
(2) Home Office

Heard at: Leeds **On:** 11 to 14 March 2024

Before: Employment Judge Cox

Members: Mr G Harker
Mr M Taj

Representation:

Claimant: In person

Respondents: (1) Mr Zaman, barrister
(2) Mr McHugh, barrister

REASONS

The claim

1. In his claims, the Claimant made various allegations of race and disability discrimination. These arose from a period when he worked for the Second Respondent, the Home Office, as an agency worker employed by the First Respondent, Brook Street.
2. The Claimant describes himself as African American, but at the Hearing he confirmed that he believed he was discriminated against because of his colour rather than his nationality.
3. Since at least the time of the events leading to his claims, the Claimant has had heart disease. He had a heart attack in November 2021 and was diagnosed with

hypertension, left ventricular hypertrophy and cardiomyopathy. As a side effect of the medication he takes for his condition he has developed a degree of urinary incontinence. Both Respondents accept that the Claimant was a disabled person at the relevant time. The Home Office also accepts that it knew he was a disabled person at the relevant time. Brook Street says that it did not know he was a disabled person until 21 February 2022.

4. The allegations in the claim forms were clarified over the course of two Preliminary Hearings and the Claimant was given leave to make additional allegations. For everybody's ease of reference, at the beginning of the Hearing the Tribunal put the allegations into a numbered chronological list.

The evidence

5. At the Hearing, the Tribunal heard oral evidence from the Claimant himself. For Brook Street, the Tribunal heard oral evidence from: Mrs Sultana, Team Leader for a Central Resourcing Team that was responsible for sourcing staff for a further post with the Home Office for which the Claimant applied; and Miss Hilton, who was Manager of the Doncaster branch that dealt with the Claimant's assignment to the Home Office, and then, from February 2022, was Area Operations Manager. For the Home Office, the Tribunal heard oral evidence from: Mr Lemm, Executive Officer, who was the Claimant's line manager from April 2022; and Mr Joel, Senior Executive Officer in the Visa, Study and Information Services Resourcing Team, who deals with the recruitment of agency staff and was involved in the decision to terminate the Claimant's assignment.
6. The Tribunal was also referred to numerous documents in a Hearing file running to over 600 pages.
7. On the basis of that evidence, the Tribunal reached the following conclusions on the allegations.

Background facts

8. The Claimant was an employee of Brook Street, a temporary employment agency. He was "on the books" of the Doncaster branch, which placed the Claimant on an assignment with the Home Office from 4 October 2021. The assignment was as an Administrative Officer at an office in Sheffield that deals with applications for various different types of visa. For the purposes of the Equality Act 2010 (the EqA), the Claimant was a "contract worker" and the Home Office was the "principal" within the meaning of those term in Section 41 EqA.

9. On 14 November 2021 the Claimant had a heart attack and was hospitalised. He was on sick leave until 10 December 2021.

Failure to make reasonable adjustments

10. The first three allegations related to the Respondents' alleged failure to meet the duty to make reasonable adjustments for the Claimant.
11. An employer is under a duty to adjust any practice it has that puts a disabled worker at a substantial disadvantage in comparison with people who are not disabled. Where the duty applies, the employer must take such steps as it is reasonable to have to take to avoid the disadvantage (Section 20(3) EqA). A principal also has a duty to make reasonable adjustments for a contract worker whom it knows or could reasonably be expected to know is disabled and under a comparative disadvantage (Section 41(4) EqA). The duty applies, however, only if the employer or principal knows or could reasonably be expected to know that the worker is a disabled person and is under that substantial disadvantage (paragraph 20(1)(a) of Schedule 8 EqA).
12. There are provisions in the EqA that explain how the duty to make adjustments for a disabled contract worker is divided between the employer and the principal. The worker's employer is obliged to make reasonable adjustments only in relation to practices that are applied by or on behalf of all or most of the principals to whom the worker is or might be supplied (paragraph 5(3)(a) of Schedule 8 EqA). The employer and the principal must each comply with the duty as far as it is reasonable for them to do so (paragraph 2(5) of Schedule 8 EqA).

Allegation 1: From February 2022 until 8 June 2022 the Respondents failed to meet their duty to adjust the practice of requiring the Claimant to work in the office.

Allegation 2: From around April 2022 to 8 June 2022 the Respondents failed to meet their duty to adjust the practice of requiring the Claimant to work on the third floor from a desk more than 13 feet from the nearest toilet.

Allegation 3: From around April 2022 to 8 June 2022 the Respondents failed to meet their duty to adjust the practice of requiring the Claimant to work in a case preparation team rather than the Manifesting team.

13. These three allegations are inter-related. At the Hearing, the Claimant confirmed that allegations 2 and 3 were effectively the same complaint: he had been allocated a desk on the third floor but he believed that he should have been given

a desk on the fourth floor, where the Manifesting team worked, because it was easier for him to get to the toilet from there. He was not saying that the case preparation work itself put him under a substantial disadvantage compared with a non-disabled person.

14. The Claimant argued, and the Tribunal accepted, that, because of his incontinence caused by his heart medication, the Claimant would be under a substantial disadvantage in comparison with non-disabled people if he did not have ready access to a toilet. He could have ready access if he worked from home or, if he worked in the office, if his desk was close enough to a toilet to enable him to reach it when he felt an urgent need to urinate.
15. The Tribunal was not satisfied that Brook Street had failed in any duty it had to make adjustments, either in relation to the Claimant working from home or in the allocation of his desk in the office, for several reasons.
16. The Claimant told Brook Street that he had been hospitalised with a serious heart condition but the Tribunal heard no evidence that the Claimant told Brook Street about his medication or that it caused him to be incontinent. In the absence of medical evidence, the Tribunal does not accept that the agency knew or could reasonably have been expected to know of that problem and any disadvantage it might cause the Claimant at work. It therefore did not have a duty to make adjustments for him.
17. In addition and in any event, the Tribunal was not satisfied that a requirement to work in the office and the allocation of desks were practices that would be applied by most or all of the potential principals to whom the Claimant might be supplied: these practices were specific to the Home Office's work and office. Whilst some principals to which the Claimant might be supplied might require the Claimant to work in the office, the Tribunal had insufficient evidence to conclude that most or all of them would, particularly in the current climate where working from home is much more prevalent.
18. More fundamentally, even if Brook Street had been under a duty to make adjustments, there was nothing that it could reasonably have done, because the Claimant's work location was not within its control. It was up to its client, the Home Office, to decide whether the Claimant would be permitted to work from home and to allocate him a desk.
19. In relation to the duty as it applied to the Home Office, the Tribunal finds that during February and March 2022 the Claimant was not in fact required to work from the office. He accepted in evidence that there were days in that period when he worked from home. He ended up coming into the office to work because the

Home Office had not supplied him with a monitor and cable that he said he needed to do the work he was assigned to do when he was at home: the screen of the computer he had was not big enough for him to see the material on which he needed to work. Any difficulties he had, however, were not due to his heart condition. The Home Office's unchallenged evidence was that other employees were able to work from home without this equipment. Further, even if he had been required to work from the office in February and March, he had not mentioned his incontinence to the Home Office at this point. The Tribunal does not accept that the Home Office knew or could reasonably have been expected to know during this period that the Claimant was put at a substantial disadvantage by being required to come into the office and so was not under a duty to make adjustments.

20. On the other hand, the Tribunal does accept that from April 2022, when the Claimant joined Mr Lemm's team, he was required to work in the office. At this point, during a conversation with Mr Lemm, the Claimant explained that he was taking medication that meant that he needed to sit at a desk close to a toilet. As the Home Office knew by this time that the Claimant was disabled because of a heart condition, it could reasonably have been expected to know that he was taking this medication to treat the heart condition and that he would be under a substantial disadvantage if he was not allowed ready access to a toilet. The Tribunal finds that at this point the Home Office was under a duty to make whatever steps it might be reasonable for it to have to take to avoid that disadvantage.
21. The Tribunal accepts, however, that Mr Lemm did take those steps. Having seen a sketch diagram of the location of the two desks that were allocated to the Claimant during this period on the third floor where Mr Lemm's team was based, the Tribunal is satisfied that they were both close to the toilet. The desk that the Claimant says he should have been allocated as a reasonable adjustment, on the floor above, did not appear to have been any closer to the toilet. Indeed, the Tribunal accepted Mr Lemm's evidence that it would in fact have been more difficult for the Claimant to access the toilet on the fourth floor because, unlike the third-floor toilet, it was beyond a door controlled by a security fob.
22. Further and in any event, it would not have been reasonable to move the Claimant to the fourth floor, because he needed to be seated near the other members of the team with which he was working, for the reasons explained by Mr Lemm: he was part of a group that was being trained and mentored in the work as one cohort; he could get to know the team; he could have closer and faster support from Mr Lemm and the more experienced team members; and team leaders need to monitor his progress, performance and attendance. All of that meant that it would not have been reasonable to move him to work on the floor above.

23. For these reasons, the allegations of failure to make reasonable adjustments failed against both Respondents.

Allegation 4: On 6 May 2022 Ms Shabani, an employee of R1, was annoyed because the Claimant had booked a medical appointment and so she had to change the date of an interview for an Executive Officer position

24. Allegations 4 and 5 both involved Ms Shabani, who was employed by Brook Street at the relevant time. Both allegations were of direct disability discrimination or, in the alternative, harassment related to disability.

25. It is unlawful direct disability discrimination if:

- a. an employer treats a disabled employee less favourably than it treats, or would treat, a non-disabled employee in circumstances that are not materially different and
- b. the treatment is because of the employee's disability (Sections 13, 23 and 39 EqA).

26. It is unlawful harassment where an employer subjects an employee to unwanted conduct that has either the purpose or the effect of violating the employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee. In deciding whether conduct has that effect, the Tribunal must take into account the employee's perception, but also the other circumstances of the case and whether it was reasonable for the conduct to have that effect (Sections 26 and 40 EqA).

27. Ms Shabani has left Brook Street's employment and did not give evidence at the Hearing. At the relevant time she worked in Brook Street's Central Resourcing Team, based in Uxbridge. The Central Resourcing team was responsible for recruitment and supply of workers to the Home Office's Tactical Surge Team (TST), which deals with crisis situations and peaks in service demand within the Home Office. The Central Resourcing Team is a separate part of the business to the Doncaster branch, which was managing the Claimant's existing assignment as an Administrative Officer.

28. The Claimant had applied for an assignment as an Executive Officer in the TST that he had seen advertised and Ms Shabani was involved in processing his application. She was inexperienced, having started the role only three months previously, in February 2022. It is not Brook Street's practice to put forward a worker who is already on an assignment with a client for another assignment at the same client, unless the Brook Street Temporary Controller dealing with the current assignment and the client both agree. This is because of the disruption caused to the client and the loss of revenue to Brook Street, who prefer to recruit a new worker for the new assignment rather than move an existing worker. If a

worker is to move assignments, their previous assignment needs to have ended, whether by expiry of its fixed term or through early termination by the client itself or by the worker resigning.

29. It is apparent from email correspondence in the Hearing file that Ms Shabani attempted to arrange an appointment to speak to the Claimant on the 'phone about the TST role. The proposed time of the appointment was changed twice at the Claimant's request, once because he had a hospital appointment and once because it was on one of his working days. (He worked a compressed working week at the Home Office and so had a free day during the week.) The interview was finally fixed for 12.15pm on 6 May 2022 but Ms Shebani did not call the Claimant. The Claimant sent her an email as follows:

I did get a call from Brookstreet concerning the interview that was pre arranged for today at 12.15pm. Advise please.

30. There was a typographical error here, in that the email should have read "I did not get a call..."

31. Ms Shabani replied as follows, not realising the typographical error:

Who contacted you, do you have the name? I will need the documents from you and after that we can go in an interview. Please sent them to me so we can book the interview."

32. The Claimant responded:

You contacted me last week (please see your e mail extension). You then set up an interview for me that was supposed to take place today at 12.15pm. You didn't call me. I don't know what documents you refer to. I previously applied online by way of attaching my Resume. Records will show that I am an employee of your stationed at the HO/Sheffield.

33. Ms Shabani then sent the Claimant an email that the Claimant confirmed at the Hearing was the basis of allegation 4. It read as follows:

In my first email when I contacted you I asked for your full name. You replied to me and then I sent you an email that I booked the interview with you for the role. You postponed it and still postpone it again.

As you are currently working for Brook Street and you are in an assignment with the Home Office, as of today we can't put any through the process candidate whom are already working for the HO.

I asked you the documents, such as passport in order to check that I have your personal details correctly.

So, at this stage unfortunately I will not be able to put your through the process for the EO role.

Only when your assignment will be finished then you can reapply.

Best regards,

Alda

34. The Tribunal could identify nothing in this email to indicate that this email was because of, or related in any way to, the Claimant's disability. Indeed, the Tribunal had no evidence that Ms Shabani herself even knew that the Claimant had a heart condition..
35. Further and in any event, the Tribunal did not accept that this email shows that Ms Shabani had the purpose of violating the Claimant's dignity or creating a hostile environment for him, nor that it could reasonably have been viewed as having that effect. The email could certainly have been more clearly drafted, but it appears to have been an attempt to summarise recent events from Ms Shabani's perspective and to address the Claimant's query about documents. It might have been helpful to the Claimant had Ms Shabani stated clearly that she had only now realised that the Claimant was already on an assignment with the Home Office and that in those circumstances she could not take his application forward.
36. This allegation relating to Ms Shabani's email therefore failed and was dismissed.

Allegation 5: From 6 May 2022, Ms Shabani did not advance the Claimant's application for an Executive Officer post or put him forward for other posts.

37. Although the Tribunal did not have evidence from Ms Shebani herself, all the documentation to which it was referred indicated that the Claimant's application for the Executive Officer post was not progressed initially because he was already on an assignment at the Home Office. A few weeks later, the Claimant spoke to Mrs Sultana to raise concerns that his application was not being progressed. He told her that he had already cleared his application with his Temporary Controller at Brook Street and the Home Office. Mrs Sultana then instructed her staff to check this information and progress the Claimant's application. The Central Resourcing Team was not aware that the Home Office had terminated the Claimant's assignment on 8 June 2022 because of his attendance record (as discussed further below).
38. On 26 August 2022 the Claimant emailed the TST with what appears to be a request for his existing arrangement for condensed hours to be maintained if he

got the TST assignment. He said that this was because he needed one day to be left free for medical appointments relating to his “permanent cardiomyopathy health condition”. The Home Office forwarded this to Brook Street Central Resourcing.

39. Mr McIntyre of Brook Street Central Resourcing attempted to contact the Claimant by email, text and telephone, asking him to call urgently, but received no response. On 30 August Mr McIntyre sent the Claimant an email asking the Claimant to contact him urgently regarding his request for adjustments. He said that if he did not hear back by 10am on 31 August he would assume that the Claimant was no longer interested in the TST role. The Claimant did not contact him. On 1 September Mr McIntyre sent another email saying that, as he had not heard back from the Claimant, he was withdrawing his application for the TST role. On 3 October 2021, unaware that Brook Street had withdrawn the Claimant’s application, the Home Office sent the Claimant an email welcoming him to the TST and inviting him to attend an induction session by Teams. An hour later, it emailed the Claimant to ask him to disregard its earlier email, which had been sent in error.
40. It was more likely than not that Mr McIntyre’s inability to contact the Claimant by ‘phone was due to the fact that sometime before 28 May 2022, the Claimant had changed his mobile ‘phone number. He had let Miss Hilton know his new number, but not the Home Office or anyone else at Brook Street. By this time, Miss Hilton was Regional Manager and not based at the Doncaster branch.
41. In October 2022, the Claimant applied for two more posts with the Home Office through the Doncaster branch of Brook Street. In accordance with its standard procedure, Brook Street asked the Home Office whether it would re-employ the Claimant. The Home Office confirmed that it did not want the Claimant to re-join them.
42. The Tribunal could not identify anything in this chain of events to indicate that Brook Street’s Central Resourcing team’s decision not to progress the Claimant’s application for the assignment in the TST team was because of or related to his disability. Mr McIntyre did know about the Claimant’s disability from the content of his 26 August email asking for his condensed hours to be continued. But the reason he decided not to progress the application was because the Claimant failed to contact him and he therefore assumed that the Claimant was not wanting to pursue his application. Brook Street’s decision not to progress the Claimant’s October applications was not because of or related to his disability but because the Home Office had indicated that it would not re-employ him. Brook Street would have done exactly the same whatever the reason for the Home Office’s decision not to re-employ.
43. This allegation therefore failed and was dismissed.

Allegation 6: On 8 June 2022 the Home Office terminated the Claimant's assignment

44. The Claimant alleged that the Home Office's decision to terminate his assignment on 8 June 2022 was unfavourable treatment because of something arising in consequence of his disability or direct discrimination because of his race.
45. It is unlawful for a principal to treat a contract worker unfavourably because of something arising in consequence of the worker's disability, unless the principal can show that was a proportionate means of achieving a legitimate aim (Section 15 and 41(1) EqA).
46. A principal commits an act of direct race discrimination if:
- a. the principal treats a contract worker of one race less favourably than it treats, or would treat, a contract worker of another race in circumstances that are not materially different and
 - b. the treatment is because of the contract worker's race (Sections 13, 23 and 41 EqA).
47. The Tribunal accepted the Home Office's unchallenged evidence that the reason it decided to terminate the Claimant's assignment was because he had been off work with an ankle injury since 23 May 2022 and had failed to keep in touch with the Home Office to discuss his absence.
48. Mr Lemm's team, of which the Claimant was part, dealt with visas issued for study purposes. 60% of applications for study visas are received between July and September as people apply for visas to start education at the end of the summer. This is referred to as the "summer surge". The Home Office takes on a few hundred temporary staff for this short period to deal with the surge.
49. On or around 22 May 2022, the Claimant sustained an injury to his ankle. The circumstances were that he had arrived at the building where he lived, already needing to urinate, to find that the lift servicing his floor was out of order. He therefore had to use another lift that serviced the floor above and then come down the stairs to his home. He was hurrying and tripped. As a result of that trip, he sustained an ankle injury. As a result of that injury, he had to have time off work. He confirmed in his evidence that there was nothing about his heart condition or the medication he took for it that made it more likely that he would trip or that, if he tripped, he would sustain a significant injury requiring him to take time off work.

50. There were several elements in this sequence of events that were unconnected to the Claimant's disability and, in the Tribunal's view, meant that the Claimant's sickness absence did not arise in consequence of his disability. These included at least the following: he had to use a lift to get to his home quickly because he lived on the ninth floor; the lift serving his floor was out of order; the other lift served only the floor above, so he had to descend stairs to get to his home; he tripped while running down the stairs; and the injury he sustained from that trip was serious enough to require him to take time off work.
51. The Claimant informed Mr Lemm that he was off sick with an ankle injury and on 27 May he provided a fit note that lasted until 6 June 2022. On 6 June Mr Lemm expected the Claimant back at work but he did not show up. Mr Lemm tried to contact the Claimant several times on 6 and 7 June by calling the mobile 'phone number he had for him but without success. This is more likely than not to have been because he was calling the Claimant's old number, not being aware it had changed. The Claimant did not argue that Mr Lemm's inability to contact him arose in any way in consequence of his disability. On 7 June, Brook Street forwarded to the Home Office a further fit note it had received from the Claimant covering his absence to 20 June.
52. At this point, Mr Joel discussed the Claimant's situation with Mr Lemm's line manager Ms Stubbs. It was unclear when the Claimant would be fit to return to work. The business was heading into its peak period. Even if the Claimant returned to work on 20 June, he would have missed training he would need to do the work on his return. There were no resources to give him individual training. It was decided that the Claimant's assignment should be ended so that he could be replaced. On 8 June 2022 Mr Joel emailed Brook Street to request that the Claimant's assignment be terminated because he had been continuously unavailable to carry out the role he had been provided to undertake.
53. There was simply no evidence before the Tribunal that the Home Office's decision was influenced in any way by the Claimant's race. If the HO had wanted to dispense with the Claimant because of his race it could have done so on a previous occasion in December 2021, when it considered terminating his assignment when he had time off work after his heart attack.
54. The Claimant said that he had been treated less favourably than three named comparators, who are all white: Mr Morton, Ms Saddler and a female employee dismissed in April 2022. There was no evidence before the Tribunal to establish that Mr Morton and Ms Saddler had ever been in the same or not materially different relevant circumstances as the Claimant, namely, working as contract workers and off sick for a period with no certain date of return shortly before the summer surge. Further, there was insufficient evidence before the Tribunal to even identify who the third comparator was. It was therefore not possible to conclude that the Claimant had been treated less favourably than any of them.

55. The allegations relating to the termination of the Claimant's assignment therefore failed and were dismissed.

Allegation 7: On 23 September 2022 Brook Street dismissed the Claimant

56. The Claimant alleged that Brook Street's decision to dismiss him on 23 September was discrimination because of something arising in consequence of his disability.

57. The Claimant was sent a letter by Miss Hilton on 8 September stating that as his last assignment had ended on 13 May 2022 and he had not been regularly in touch or accepted another assignment since then, the agency was ending his contract on 23 September. (The Claimant's last assignment had in fact ended on 8 June.) If he accepted another assignment by 23 September, she said, his employment would continue. The Tribunal accepts the evidence of Miss Hilton that the Claimant was sent this letter as part of an automated process, implementing the agency's standard process of automatically terminating the employment of an employee who has not been on an assignment for a certain period.

58. There was no evidence that this decision was because of anything arising in consequence of the Claimant's disability. It was taken because he had not been on an assignment for some time and the agency's policy was to terminate a worker's contract in those circumstances. As explained above, the reason the Claimant had not been on assignment since 8 June was not because of any unlawful discrimination by the Home Office, let alone by Brook Street.

59. This allegation therefore failed and was dismissed.

Allegation 8: The Home Office rejected the Claimant's applications for the following posts:

- a. **In June, July, October 2022: Executive Officer**
- b. **In December 2022: Customer Service Advisor**
- c. **In December 2022: Administrative Officer**

60. The Claimant alleged that he had been the subject of direct race discrimination when the Home Office rejected his applications for various posts.

61. In relation to these allegations, the Claimant relied on three comparators who are white and whom he said were treated more favourably than him: someone called Christopher (whose surname he did not know), Mr Morton and Ms Saddler. There was no evidence before the Tribunal that any of these individuals had applied for any of the posts in question. It was not even possible to identify who "Christopher" was. There was therefore no evidence that any of these comparators had been treated more favourably than the Claimant in not materially different circumstances.

62. The Claimant confirmed during the Hearing that the post referred to in allegation 8(a) was the Executive Officer post referred to in the context of allegations 4 and 5 above. The Home Office told Brook Street that they would not accept the Claimant for the post because of its previous decision to terminate his assignment because of his attendance record. There was simply no evidence that that decision was affected in any way by the Claimant's race.
63. The Tribunal was provided with no evidence that the Claimant applied for the posts in 8(b) and (c) or that, if he did, the Home Office ever received his applications. The Home Office's unchallenged evidence was that it had no record of receiving any such applications from the Claimant. In his evidence to the Tribunal, the Claimant confirmed that he had applied for these posts via Brook Street. The Tribunal found it more likely than not that, if the Claimant did apply for these posts, his applications were not forwarded to the Home Office because it had already confirmed it would not accept him.
64. These allegations therefore failed and were dismissed.

Time limits

65. The Claimant's claim against Brook Street was presented on 5 December 2022, after a period of early conciliation from 21 October to 2 December 2022. His claim against the Home Office was presented on 12 December 2022, after a period of early conciliation from 27 October to 6 December 2022. It was not until a Preliminary Hearing on 12 May 2023 that he was given leave to add Brook Street to his allegations 1, 2 and 3 (failure to meet the duty to make adjustments) and to add allegation 8 against the Home Office.
66. If the Tribunal had found that any of the Respondents' conduct did amount to discrimination, it would have needed to consider whether it had jurisdiction to deal with them, given the three-month time limit for presenting a claim to the Tribunal. As the Tribunal found that no discrimination had in fact occurred, it did not need to consider this issue.

Deposits

67. On 3 October 2023 the Tribunal ordered the Claimant to pay a deposit of £10 in respect of each of allegations 1, 2 and 3 as they related to Brook Street, because the Tribunal considered that the Claimant had little reasonable prospect of establishing that it was Brook Street, rather than the Home Office, who was responsible for any failure to adjust these practices. In addition, the Tribunal ordered the Claimant to pay a deposit of £20 in relation to allegation 8 because it considered that the Claimant had little reasonable prospect of establishing that his job applications were unsuccessful because of his race when all the documentation supported the Home Office's contention that he was not

considered for re-employment because his previous assignment had been terminated because of his sickness absence record.

68. The Tribunal considered, and the Claimant accepted, that these were substantially the same reasons why these allegations failed at the Hearing. The Tribunal therefore ordered the deposits to be paid over to the relevant Respondent (Rule 39(5) of the Tribunal's Rules of Procedure).

Employment Judge Cox
Date: 8 April 2024