



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Rabih Achour

**Respondent:** Beale Halai Limited

**Heard at:** Watford Tribunal via Cloud Video Platform

**On:** 8 and 9 July 2024

**Before:** Tribunal Judge Peer acting as an Employment Judge  
Mr Andrew Scott  
Mr Steven Woodward

## Representation

**Claimant:** In person

**Respondent:** Ms A. Acheampong of Peninsula Business Services Limited

# RESERVED JUDGMENT

The unanimous decision of the tribunal is that:

1. The claimant's claim of breach of contract is not well-founded and is dismissed.
2. The claimant's allegations that he was subjected to less favourable treatment because of his race are not well-founded and are dismissed.

# REASONS

## CLAIMS AND ISSUES

1. The claimant, Rabih Achour, worked for the respondent from 3 April 2023 until 30 June 2023. Early conciliation took place between 7 July 2023 and 10 July 2023. By way of a claim presented to the tribunal on 14 July 2023, the claimant brings complaints of unfair dismissal, direct discrimination because of race and breach of contract.
2. Notice of preliminary hearing for case management on 18 March 2024 was sent to the parties. The notice included an order that by 5 February 2024,

the claimant set out details of his allegations of direct discrimination because of race. The order specified the claimant set out each and every detriment or thing he says was done because of race setting out in date order what has been said or done, by whom, to whom, when, and where and to provide details of any comparator. The claimant provided information on 5 February 2024.

3. Further to a case management hearing before EJ Quill on 18 March 2024, which the claimant did not attend, a list of issues was set out with case management orders (CMO) sent to the parties on 15 April 2024. The order set out that the parties were to tell the tribunal within 14 days if the list was inaccurate or incomplete. The claimant was made aware of the orders initially by way of email from the respondent sent on 19 March 2024.

### **Complaints and issues to be decided**

7. At the hearing, it was confirmed that the complaint of unfair dismissal had been dismissed by EJ Quill. At the hearing the parties agreed and confirmed that the complaints and issues to be decided were as set out by EJ Quill and are as follows:

### **Direct discrimination because of race (section 13 Equality Act 2010)**

4. Were all of the claimant's complaints presented within the time limits set out in section 123 of the Equality Act 2010?
5. Did the respondent subject the claimant to the following treatment:
  - a. On or around 26 June 2023, inform the claimant that his probation would be extended.
  - b. On or around 26 June 2023, request that the claimant complete a questionnaire.
  - c. On or around 30 June 2023, dismiss the claimant.
  - d. Purport to dismiss the claimant under the 'failed probation' procedure, rather than the procedures which would have applied following successful completion of probation.
  - e. Dismiss the claimant without one month's notice.
  - f. Dismiss the claimant without a valid reason.
6. Was that treatment 'less favourable treatment', i.e. did the respondent treat the claimant as alleged less favourably than it treated or would have treated others ('comparators') in not materially different circumstances?
7. If so, was this because of the claimant's race and/or because of the protected characteristic of race more generally? The claimant alleges that Jonathan Beale did not like him (and dismissed him) because the claimant is Arab and/or because the claimant is not Irish.

### **Breach of contract**

8. To how much notice was the claimant entitled? One week as the respondent alleges or one month as the claimant alleges?

9. Did the claimant fundamentally breach the contract of employment such that he was not entitled to notice?

**Remedy**

10. If the claimant succeeds, in whole or part, the tribunal will be concerned with issues of remedy and in particular, if the claimant is awarded compensation and/or damages, will decide how much should be awarded.

**THE HEARING**

11. The hearing was a remote hearing. The form of remote hearing was fully remote by way of Cloud Video Platform (CVP). A face-to-face hearing was not listed due to the ongoing Covid-19 pandemic, all parties were content to proceed by way of remote hearing and all issues could be determined in a remote hearing.
12. The tribunal ensured that members of the public could attend and observe the hearing. This was done via a notice published on Courtserve.net.
13. On the first day, the claimant joined the hearing from a public library. We were assured that he was able to present evidence from a place within that library when we asked him about this on several occasions given our concerns. This was clearly not the case as he was asked to move more than once. We then arranged for facilities to be made available at Watford tribunal for him to participate in the hearing and present his evidence from the afternoon of day one.
14. The claimant acted in person. We therefore took time to explain points of procedure and law. The respondent was represented by Ms. A. Acheampong of Peninsula Business Services Limited.
15. The claimant told us he had anxiety which did not cause a problem save when provoked. We explored with him what he meant by provoked and what adjustments we might make to support him with the hearing and providing evidence such as having a sign to indicate if he was feeling anxious. We agreed he would raise his hand. We kept this under review during the hearing. We were satisfied that the hearing was fair in this respect and the claimant was able to participate.
16. For the claimant, we heard evidence from the claimant.
17. For the respondent, we heard evidence from Patrick McGuire (Project Manager), Jonathan Beale (Director), Jhantilal Halai (Director), Shirley Fitzgerald (Office manager) and Khimji Hirani.
18. There was an agreed trial bundle (including index) of 214 pages (HB).
19. The respondent also produced a copy of written reasons dated 25 April 2024 for a judgment given orally at a hearing before an Employment Judge on 26 March 2024 concerning the claimant and a different respondent construction company. The judgment struck out a claim for breach of

contract. A deposit order was made in relation to a claim for direct race discrimination.

20. We read the evidence in the bundles to which we were referred and refer to the page numbers of key documents relied upon when reaching our decision below.

### **FINDINGS OF FACT**

21. Having considered the evidence, we found the following facts on a balance of probabilities.
22. The parties will note that not all the matters that they told us about are recorded below. That is because we have confined our findings of fact to those relevant to the legal issues. Where there were disputes as to factual matters between the parties, we have explained the reasons for the fact finding we reached applying the balance of probabilities standard of proof.

### **Background and contract**

23. The respondent is a construction company. The claimant says he is a chartered engineer with over 25 years' experience.
24. On 22 March 2023 (HB 68/214) an offer letter was sent to the claimant which set out, 'I have pleasure in offering you the position of Project Manager with Beale Halai Limited and in confirming the conditions governing your appointment.'
25. Clause 2a of the terms and conditions of the claimant's appointment provides 'Please note this offer is subject to your successful completion of a 3-month probationary period and receipt of satisfactory references. During your probationary period this appointment may be terminated by either party giving one week's notice.'
26. The claimant was employed as a Project Manager and his employment started on 3 April 2023. We find that as the claimant started employment on 3 April 2023, the 3-month probationary period was due to end on 3 July 2023.
27. We find that in circumstances where probation was not successfully completed, the contract provided that the appointment would end. The contract makes no express provision for extension of probation. We also find that the contractual provision was that during the probationary period either party could give one week's notice to terminate the employment.

### **Radlett project**

28. The project the claimant was due to work on did not commence on time. The claimant was allocated to work temporarily alongside Patrick McGuire (project manager) on the Radlett site from 4 April 2023 until 2 May 2023. The claimant was given an induction on 4 April 2023 which covered matters such as safety organisation and responsibilities, health and safety policy and site rules. The claimant signed the induction form (HB 209-210)

confirming that he understood his own personal responsibility for health, safety and welfare and the wearing of personal protection equipment for his own personal use. In light of the claimant's stated experience and that he had completed induction and signed the induction form, we find that the claimant understood his personal responsibility for health and safety and site requirements in this regard.

29. Patrick McGuire told us that on one occasion he found the claimant smoking on site and so explained to him why he could not smoke on site in light of health and safety rules and pointed him to the smoking area. He also told us that although he did not pull the claimant up again regarding this, the claimant did smoke regularly outside the office. Patrick McGuire told us that a photograph of the claimant smoking (HB 166) was taken when Patrick McGuire was on paternity leave and was of the claimant smoking in an area which was not the designated smoking area. The claimant accepted the photo was of him smoking. We find the claimant smoked in areas which were not designated for smoking.
30. We find that there was an incident between the claimant and an engineer, an incident involving Michael Lavelle (a groundworks manager), and an incident related to a gateman. The claimant referred to these incidents as examples of inappropriate communication or abuse towards him. Patrick McGuire told the tribunal that he was on leave at the time and only knew about the incidents on his return to the office on 1 May 2023 when he was able to catch up with his emails. He confirmed that when he found out, he took steps to investigate and speak with those involved.
31. By way of email dated 28 April 2023, the claimant set out that he had asked Mr Narsim (an engineer), *'to do rando readings below the slab for me to make sure that deflection within the tolerance his answer "I AM BUSY".'* (HB 211). Patrick McGuire told us that the engineer's recollection was that he had said he was busy as he was at that time but that he would get to it.
32. The claimant's written statement refers to questioning work done by the groundworks manager who then insulted him by asking 'who the [f word] are you?' The claimant asked Patrick McGuire in cross-examination if he recalled when 'he [Michael Lavelle] attacked me in the office where I was sleeping opened the door and abused me'. We note that the claimant's question discloses that the claimant was sleeping in the office on at least one occasion although he refused to accept this during cross-examination. Patrick McGuire was not present at the time and came to understand that there had been what he referred to as an exchange of words between the claimant and the groundworks manager. We note that the claimant repeatedly used the 'f' word during the hearing referring to it being used towards him by 'Irish'. We acknowledge that gratuitous use of the 'f' word is offensive.
33. The claimant had been planning to sack the gateman from the project. Patrick McGuire explained to the claimant that it was not helpful to upset his team and he had no authority to remove members of his team without his knowledge. We find that whilst the claimant was appointed as a project manager, at this point he was supporting Patrick McGuire who was the project manager. We find that in those circumstances it would not be

appropriate for the claimant to seek to remove someone without discussing this with Patrick McGuire who was the designated project manager for the Radlett site or likely other senior management within the respondent.

34. We find these incidents demonstrated communication or interpersonal difficulties between the claimant and others he was working with in the project team.

### **Wilton Park**

35. The claimant moved to work on a different site, Wilton Park.
36. On 3 May 2023, Jonathan Beale sent the claimant a message (HB 74) which set out that Jonathan Beale intended to get to the bottom of the matter meaning the incidents that had arisen. The claimant did not accept that any conversation had taken place between him and Jonathan Beale later that day during which he had said that he did not want to take matters further. Jonathan Beale's written statement sets out that in any event he spoke with others as to their version of events as Patrick McGuire had done.
37. On 11 May 2023, the claimant overheard a conversation between Jonathan Beale and Ravi Singh. The claimant told us in evidence that he was annoyed and referred to an email he sent to Jonathan Beale copying in Jhanti Halai (Director), Shirley Fitzgerald (Office Manager), Yatin Hirani (Junior Quantity Surveyor) and Nitesh Khetani (Contracts manager) (HB 75).
38. The email sent by the claimant is as follows:

*"You just called Ravi and you gave him direct instruction as if I don't exist. In Radlett, you changed the decision was done by Nitesh the contract manger not by me to off hire useless labour and your friend Patrick came next day shouting at me and kicked me out of the project. I heard you saying that I stopped Yatin to do your instruction, I clarified yesterday the matter, I am getting so annoyed of your repeating this! And ENOUGH IS ENOUGH  
One more thing, if you feel I am not capable to fulfil your instruction and Ravi and Yatin can do that, please don't be shy and let me know!  
Either I am the project manager, or you are. You gave me responsibility so give me time to prove if I am capable or no. I wont tolerate any unprofessional behaviour from anyone from this moment."*

37. The claimant did not accept this email to the director of the company copied to others including a junior colleague was unprofessional. The claimant gave evidence that his use of capitals was not shouting and was for emphasis and also said, 'what's wrong with this'.
39. Jonathan Beale refers in his written statement to the email as 'aggressive' and that 'I struggled to get my head around how he thought it was acceptable to demand that I do not contact another member of staff as the Director of the company. I discussed his conduct with my business partner Mr Halai, and we decided to terminate his employment.' Jhanti Halai refers in his written statement to the email as 'inappropriate' and that 'Due to the

claimant's conduct and the email he sent, we decided to terminate his employment.' The claimant was dismissed on 11 May 2023.

40. Even if the claimant is not familiar with the common understanding that the use of capitals in emails is taken as equivalent to shouting, use of the phrase 'enough is enough' emphatically in conjunction with being annoyed with the director of the company in a context of the director giving instruction to his staff is inappropriate. It is implicit in the final sentence of the email that the claimant is accusing the director and others of being unprofessional. We found an email copied to others an inappropriate mode of communication to raise any concerns of this type. We do not accept the claimant's evidence that there is nothing wrong with this email. We find the email to be an entirely inappropriate email to send to the director. We find the email unprofessional both in tone and content.
41. On 12 May 2023, the claimant messaged Jonathan Beale that, '*work to baelehali [sic] is behind me now, I just want you to know that I am very sorry for the mail I have sent I was under huge stress personal and work I overreacted. I wish the best for the company.*' The claimant did not accept during cross-examination that this message was an apology for the email he had sent. We find that as the message said, 'I am very sorry for the mail I have sent' that it communicated an apology. We found it of concern that the claimant did not accept in evidence that the words 'I am sorry' used by him in his own message meant an apology and the claimant offered no cogent explanation as to what else the words might mean or communicate. We observed that during cross-examination of the respondent's witnesses, the claimant was talking digressively giving his version of events rather than asking direct clear questions. We acknowledge that the claimant was acting in person. However, the claimant did not readily respond or adjust when we asked him to slow down or when we reminded him to ask questions of the respondent's witnesses about what was set out in their written evidence.
42. The respondent reinstated the claimant. Jonathan Beale explained the decision as based on the claimant going through a hard time personally as explained to them by the claimant and that they decided to give him a second chance. During evidence, the claimant made reference to issues in his personal and family life which it is not relevant or necessary to record in this decision. We accept Mr Beale's evidence and find that the claimant was given a second chance.
43. On 19 May 2023, Yatin Hirani emailed the claimant and another colleague copying in Ravi Siyani and the directors (Jonathan Beale and Jhanti Halai) (HB 85-86) about work. Yatin Hirani asked the claimant, '*as discussed, I would really appreciate if you can go through with him and see what will be the best approach to tackle this. Any questions please give me a shout and we can get it sorted to avoid any problems later down the line.*'
44. The claimant's reply sent on 21 May 2023 copies in other colleagues although not Jonathan Beale and starts, '*I am appointed as project manager in this company, and I am only reporting to Mr. Jonathan Beale and Mr. Jhanti who are allowed to give me instruction in line with my position and contract in the company*' and continues '*I am sorry to tell you that I will ignore the content of your email for the following reasons: 1. Your position and your*

*experience as well as the conditions in my contract with company do not give you the right to allocate task for me that assistant site manager or foreman should do. 2. I am happy to do any task in any project I am the project manager for.'*

45. In oral evidence, the claimant told us that that this person was not allowed and not entitled to ask him to do anything. He also told us he would not take instruction from anyone unless this was in a formal way and he considered his email polite. We found Mr Hirani's email reasonable in tone. We found the claimant's reply to Mr Hirani's email an overreaction. We find that the claimant took umbrage at communications he considered amounted to instructions from others and was clearly not happy with any such communications from those he considered were below him in the hierarchy in the company. We further find that the claimant did not accept being allocated tasks he considered were not commensurate with those of a project manager. However, although the claimant had been appointed by the respondent to act as project manager on a particular project, at this point in time he was being given work to assist and/or support on other projects as his project start had been delayed. There was no suggestion of anything untoward about the delayed start.
46. There are photos in the bundle of the claimant smoking and not wearing appropriate shoes dated 7 and 8 June 2023. The claimant accepted he was the person smoking but said this was not on site. The claimant accepted he was wearing the same shoes in the photos but asked for an explanation as to what was meant by 'appropriate' shoes and did not accept that he was required to wear safety shoes in the areas in the photos. In one of the photos, the claimant is clearly on site. The claimant gave evidence that he was aware of legal requirements on site. The claimant was also shown a screenshot of a message exchange including a photo of him slumped over a desk (HB 132). The claimant accepted it was a photo of him in the site office but did not accept that he was sleeping during working hours. We find that the claimant was still not fully adhering to health and safety requirements on site even though, as he acknowledged in evidence, he was aware of these.
47. The claimant had an exchange of messages with Mr Halai (HB 133). He told us that this was not to be regarded as an instruction that only Mr Halai act as his line manager and not Jonathan Beale but rather a suggestion. The screenshot shows messages sent on 21 June and 22 June and then 'today'. The claimant says the message was sent on 29 June 2024. Mr Halai refers in his written statement to the message as being received before the probation review meeting but he could not recall the date at the hearing. The claimant did not accept that this message made it clear that he did not want to work with Jonathan Beale. The claimant accepted that he had set out in his ET1 that he thought Jonathan Beale was jealous of him as he had more experience and he was older. We find that the claimant had communicated a preference to take instruction from Mr Halai rather than Mr Beale and this is demonstrative of the claimant having interpersonal issues and refusing to accept instructions from others including a director of the respondent.



48. The probation review meeting was scheduled for 26 June but then rescheduled to 28 June 2023. Shirley Fitzgerald explained that a review form or questionnaire used throughout the company was sent to the claimant in advance of the probation review meeting. This was not challenged during cross-examination and we accept this evidence. We find it is typical that performance reviews or probation reviews would be conducted using a form (HB 135) completed with the employee. The claimant asked Shirley Fitzgerald questions about completing the form and we find that it was used at the probation meeting. The meeting was attended by the claimant, Shirley Fitzgerald, Jhanti Halai and Jonathan Beale although he had to step away from the meeting and take a call for part of the meeting.
49. At the probation review meeting on 28 June 2023, the respondent informed the claimant that his probation would be extended. Mr Halai provided feedback that his work was good but referred to interpersonal issues (HB 134). Mr Halai and Mr Beale both refer in their evidence to the claimant as agitated. The claimant agreed in evidence that he was upset and he also agreed that it was true that he had said if his probation was extended by even one hour, he would leave the company. The claimant said, 'no of course no' when asked if he had said that, 'if they come at me, I break their legs, if they break my leg, I slit their throat' whilst making slitting movements across his throat. The claimant suggested that the respondent would not have asked him to stay and extend his probation if he had made such a statement. We find that any such statement is threatening and aggressive.
50. The respondent's position is the statement was made after the communication that probation was to be extended. The claimant was dismissed after the probation review meeting. The claimant's justification for not making the statement does not fit. We find that the claimant was upset and agitated at this meeting in reaction to being told his probation was to be extended. We note that Mr Halai and Shirley Fitzgerald gave consistent evidence that the statement was made and we had no reason not to accept their evidence and as such we consider it likely such a statement was made given all the circumstances. We recognise that this finding is neither strictly necessary to decide the issues we have to decide nor are any of our other findings dependent on this finding. We note that the claimant's own evidence was that he would not accept any extension of the probation.
51. On 30 June 2023, the respondent dismissed the claimant (HB 137). The respondent gave one week's notice but paid the claimant in lieu of notice one week's pay. The claimant accepts he received this money. The claimant accepted in evidence that his employment ended on 30 June 2023. He handed back company assets on that day (HB 107). We find the claimant received the period of notice provided for under his contract. We find the claimant did not work any notice period. We find the claimant received a week's pay attributable to the one week notice period even though he did not work his notice period.
52. The reason the respondent gave for terminating the contract was that when the claimant refused to accept an extended probation they had no alternative. The claimant had also indicated he did not wish to work with one

of the directors of the company. The reason the probation was extended was because the respondent held that the claimant had issues with interpersonal communications and had also failed to follow instructions. We accept those reasons. The terms and conditions include the need for satisfactory completion of probation. The respondent dismissed the claimant because he had failed probation and was refusing the opportunity of an extended probation as an alternative to termination of the contract.

## **LAW**

### **Direct sex discrimination**

53. Under section 13(1) of the Equality Act 2010 read with section 9, direct race discrimination takes place where a person treats the claimant less favourably because of race than that person treats or would treat others. Under s23(1), when a comparison is made, there must be no material difference between the circumstances relating to each case.
54. In many direct discrimination cases, it is appropriate for a tribunal to consider, first, whether the claimant received less favourable treatment than the appropriate comparator and then, secondly, whether the less favourable treatment was because of race. In many cases and particularly where there is only a hypothetical comparator the crucial question is: **What is the reason why** the claimant was treated as he/she was? Was it because of the protected characteristic? Or was it wholly for other reasons? It is often simpler to go straight to that question without getting bogged down in debates over who the correct hypothetical comparator should be: **Shamoon v Chief Constable of the Royal Ulster Constabulary** [2003] UKHL 11; [2003] IRLR 285.
55. Case law provides that the motivation or 'mental processes' of the decision-maker must be considered. Discrimination is often at the sub-conscious level and need not be the only or even the main reason for the less favourable treatment provided it significantly i.e. in a more than trivial way influenced the decision-maker.
56. Section 136 of the Equality Act 2010 sets out the burden of proof. Under s136, if there are facts from which a tribunal could decide, in the absence of any other explanation, that a person has contravened the provision concerned, the tribunal must hold that the contravention occurred, unless that person can show that he or she did not contravene the provision.
57. In **Igen v Wong** [2005] IRLR 258 and **Madarassy v Nomura** [2007] IRLR 246, both decided under the previous anti-discrimination legislation but applicable under the current legislation, the Court of Appeal identified a two stage approach to the burden of proof. At the first stage the Tribunal considers whether the facts were such that, in the absence of an explanation from the Respondent, it could properly find that discrimination had taken place. In **Madarassy** the Court of Appeal emphasised that this should be a finding that the Tribunal could properly make. There would have to be something (which might not in itself be very significant) beyond a difference in protected characteristic and a difference in treatment that would enable such a finding to be made. In the event that the Tribunal found

the facts to be of this nature, the burden would be on the Respondent to prove that it did not discriminate against the Claimant.

58. Where there is unexplained unreasonable conduct, it may be open to a tribunal to draw an inference of discrimination but discrimination should not be too readily inferred. A false explanation for the less favourable treatment added to a difference in treatment and a difference in sex can constitute the 'something more' required to shift the burden of proof, **The Solicitors Regulation Authority v Mitchell** UKEAT/0497/12.
59. Decisions are frequently reached for more than one reason. Provided the protected characteristic had a significant influence on the outcome, discrimination is made out, **Nagarajan v London Regional Transport** [1999] IRLR 572, HL.

## **ANALYSIS AND CONCLUSIONS**

### **Breach of contract**

60. We refer to our findings above. The claimant's contract provided that either party could terminate by giving one week's notice during the probationary period. The probationary period was due to end on 3 July 2023. On 30 June 2023, the respondent gave notice of one week and also informed the claimant that if the claimant wished to end the contract immediately one week's pay would be given in any event. The claimant accepts he received one week's pay and that he did not work after 30 June 2023.
61. We therefore concluded that there was no breach of contract by the respondent.

### **Direct race discrimination**

62. The respondent and the claimant accept and we have found as fact that in relation to a probation review the claimant was asked to complete a questionnaire or review form and that the respondent informed the claimant on 28 June 2023 that his probation would be extended and thereafter dismissed him on 30 June 2023. The respondent accepts that in dismissing the claimant, notice of one week was given.
63. The respondent contends that the claimant's employment was terminated due to his conduct during the probationary period, that they had valid reasons for extending the probationary period and that given he refused to have his probationary period extended, there was a valid reason to dismiss him.
64. We refer to our findings above. We have found that there were health and safety breaches by the claimant, incidents demonstrating interpersonal difficulties and unprofessional emails sent by the claimant. Taking these findings together, we concluded that it was fair and reasonable for the respondent to take the view that the claimant had not successfully completed probation and to extend the probationary period. The contract provides that failure to successfully complete probation is a condition to employment continuing. The respondent gave the claimant a further opportunity by extending probation and continuing his employment. The claimant refused to have his probationary period extended. In these

circumstances, we consider there was a reasonable and valid basis to dismiss the claimant and terminate the contract.

65. The claimant contends that he was treated less favourably than others were or would have been treated who were in the same position as him. The claimant says he was treated less favourably because he was Arab and/or he was not Irish. We concluded that there was no basis on which to find or infer that any of the treatment complained about was because the claimant was Arab or because he was not Irish. We found and have concluded that there were valid reasons to extend his probation and thereafter to dismiss him. Based on the facts we have found there were no aspects of the way matters were handled which are unexplained and/or unreasonable. We therefore concluded that there was no basis to draw any inferences of discrimination and there was no 'something' beyond any difference in protected characteristic or treatment that enables any finding from which in the absence of explanation the tribunal could find discrimination had taken place.
66. We have reflected on the reasons set out in the pleadings for dismissal, the written submissions and in the evidence before us. Whilst the reasons as set out in the pleadings, evidence and in the letter of dismissal do not use identical wording, we find that it is clear what the reasons were for the extension of probation and termination of the contract and we refer to our findings above in this regard. We are satisfied that there was no motivation due to the claimant's race for either the extension of probation or the dismissal.
67. We therefore concluded that the claimant's allegations of less favourable treatment because of race were not well-founded.

**Tribunal Judge Peer acting as an Employment Judge**

**Date 7 August 2024**

JUDGMENT SENT TO THE PARTIES ON  
9 August 2024

FOR EMPLOYMENT TRIBUNALS

Notes

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**Recording and Transcription**

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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>