Case Number: 3312714/2022

EMPLOYMENT TRIBUNALS

Claimant: Ms C Ritchie

Respondent: Goom Electrical Limited

Heard at: Watford **On:** 14,15,16,17,22,23 April 2025

Before: Employment Judge Cowen
Mr R Jewell
Mr A Scott

Appearances
For the claimant: Ms Ritchie (in person)
For the respondent: Mr Henry (consultant)

RESERVED JUDGMENT

1. The Claimant's claims for age discrimination, unlawful deduction of wages, automatically unfair dismissal, failure to allow to be accompanied, breach of contract and public interest disclosure detriments are all dismissed.

REASONS

Introduction

1. The Claimant brought claims of;

    a. Direct age discrimination,
    b. Indirect age discrimination,
    c. Breach of Contract,
    d. Harassment (related to age)
    e. Public Interest disclosure detriment,
    f. Automatically unfair dismissal
    g. Unlawful deduction from wages
    h. Failure to allow the employee to be accompanied,

2. The Claimant obtained an Early Conciliation certificate from 9 October 2022 to 11 October 2022. The Claim was issued on 18 October 2022. The Claimant resigned on 27 September 2022 with no notice. The period within the time limit runs backwards to 10 July 2022. Claims which pre-date that date, ought to have been brought to the Tribunal

earlier, unless the Tribunal considers that it would not have been reasonably practicable to do so, or it would be just and equitable to extend time, depending on the nature of the claims being made.

3. A list of issues was drawn up at a case management preliminary hearing on 15 June 2023 and was agreed by the parties at the beginning of the final hearing as remaining relevant to the issues to be determined. One or two typos had occurred, which have been corrected in the following list;

Time limits

1. Was the claim made to the Tribunal within three months (plus early conciliation extension) of the act to which the complaint relates?
2. If not, was there conduct extending over a period?
3. If so, was the claim made to the Tribunal within three months (plus early conciliation extension) of the end of that period?
4. If not, were the claims made within a further period that the Tribunal thinks is just and equitable? The Tribunal will decide:
   4.1 Why were the complaints not made to the Tribunal in time?
   4.2 In any event, is it just and equitable in all the circumstances to extend time?

Indirect discrimination

5. The Claimant asserts that she had the protected characteristic of age.
6. Did the Respondent apply the following provision, criterion or practice;
   6.1 The requirement to handle 120 calls per day
7. If so, did or would the PCP put a person over 60 years at a particular disadvantage compared to those of a younger age group? The Claimant contends that said PCP put (or would put) those over 60 years at a particular disadvantage because they are more likely to reduce their working hours and/or work part- time and, therefore, be less likely to meet the requirements of said PCP.
8. If so, did the PCP put the Claimant at that disadvantage?
9. If so, did the PCP pursue a legitimate aim? (the Respondent to identify 'legitimate aim')

Breach of Contract

10. Whether the Claimant was consulted prior to the change of her KPI from 100 to 120 calls per day.
11. If she was not consulted, whether this amounted to a breach of contract.

Harassment (s.26 Equality Act 2010)

12. Did the Respondent do the following things:
    - **12.1** Daniel Farnham criticised the Clamant in the outcome of the Claimant's grievance procedure
    - **12.2** Daniel Farnham criticised the claimant for criticising her colleagues in public,
    - **12.3** Ms Cheesman allowed and/or joined the noisy and disruptive behaviour.
    - **12.4** Mr Farnham and Ms Savva on 5 October 2022 were laughing and smiling that the Claimant's targets had been increased.
    - **12.5** Accuse the Claimant of not being able to achieve 120 calls per day.
    - **12.6** Abuse by colleague Sholte Charran

13. If so, was it unwanted conduct,

14. Did it relate to age

Direct Discrimination

15. Did the Respondent do the following things?
    - **15.1** Failed to give the Claimant the 'Mount Goom' incentive bonus in December 2021.
    - **15.2** Failed to ensure the relevant evidence was brought to the grievance meeting (work desk diaries) on 8 September 2022.
    - **15.3** Accused the Claimant of not being able to achieve 120 calls per day.
    - **15.4**

16. Was it less favourable treatment?

    The Tribunal will decide whether the claimant was treated worse than someone else was treated. There must be no material difference between their circumstances and the claimant's.

    If there was nobody in the same circumstances as the claimant, the Tribunal will decide whether she was treated worse than someone else would have been treated.

    The claimant says s/he was treated worse than (Claimant to specify)

17. If so, was it because of age ?

18. Did the respondent's treatment amount to a detriment?

Public Interest Disclosure

19. Did the claimant make one or more qualifying disclosures as defined in section 43B of the Employment Rights Act 1996? The Tribunal will decide:

19.1 What did the claimant say or write? When? To whom? The claimant says she made disclosures on these occasions:

19.1.1 Raised the issue of noise in the workplace on 14 September 2021 to Ms Cheesman
19.1.2 Unmanageable KPI/workload;
19.1.2.1 to Colin Hurst in February 2022
19.1.2.2To Jenny Barnes between March- September 2022
19.1.2.3 To Lexine Savva on 3 occasions between February – June 2022
19.1.3 Raised the issue of Mr Farnham's dog, Marley, lying on the office floor, creating a trip hazard
19.1.4 Raised the issue of the placement of her desk due to not having a clear walkway as a result of other staff's furniture being in the way.
19.1.5 Told Supervisor about Sholte Charran using mobile phone at work

19.2 Did she disclose information?

19.3 Did she believe the disclosure of information was made in the public interest?

19.4 Was that belief reasonable?
19.5 Did she believe it tended to show that:

19.5.1 a criminal offence had been, was being or was likely to be committed;
19.5.2 a person had failed, was failing or was likely to fail to comply with any legal obligation;
19.5.3 a miscarriage of justice had occurred, was occurring or was likely to occur;
19.5.4 the health or safety of any individual had been, was being or was likely to be endangered;
19.5.5 the environment had been, was being or was likely to be damaged;
19.5.6 information tending to show any of these things had been, was being or was likely to be deliberately concealed.

19.6 Was that belief reasonable?

19.7 If the claimant made a qualifying disclosure, it was a protected disclosure because it was made to the claimant's employer.

Detriment (Employment Rights Act 1996 section 48)

20. Did the respondent do the following things:

20.1 Cause the Claimant stress by failing to address her concerns about noise
20.2 Fail to ensure the relevant evidence (work desk diaries) were brought to the meeting on 8 September 2022
20.3 Delay in providing the notes of the meeting on 8 September 2022, until after the outcome meeting on 5 October 2022.
20.4 Accusing the Claimant of not being able to achieve the target of 120 calls per day
20.5 Ms Cheesman telling the Claimant not to talk to Sholte Charran about her mobile phone
20.6 Accusing the Claimant on 3 August 2022 of speaking to Sholte Charran in a nasty manner.

21. By doing so, did it subject the claimant to detriment?

22. If so, was it done on the ground that she made a protected disclosure ?

Remedy for Protected Disclosure Detriment

23. What financial losses has the detrimental treatment caused the claimant?

24. Has the claimant taken reasonable steps to replace their lost earnings, for example by looking for another job?

25. If not, for what period of loss should the claimant be compensated?

26. What injury to feelings has the detrimental treatment caused the claimant and how much compensation should be awarded for that?

27. Has the detrimental treatment caused the claimant personal injury and how much compensation should be awarded for that?

28. Is it just and equitable to award the claimant other compensation?

29. Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?

30. Did the respondent or the claimant unreasonably fail to comply with it?

31. If so is it just and equitable to increase or decrease any award payable to the claimant? By what proportion, up to 25%?

32. Did the claimant cause or contribute to the detrimental treatment by their own actions and if so would it be just and equitable to reduce the claimant's compensation? By what proportion?

33. Was the protected disclosure made in good faith?

34. If not, is it just and equitable to reduce the claimant's compensation? By what proportion, up to 25%?

Unauthorised Deductions

35. Did the respondent make unauthorised deductions from the claimant's wages and if so how much was deducted?
35.1 The Claimant asserts she is owed 26 hours and 31 minutes overtime

Automatically unfair dismissal (s. 100 ERA 1996)

36. Did the Claimant do something within s.100(1)(c) ERA 1996?

37. Did the Respondent;
37.1 fail to investigate the Claimant's grievance?
37.2 Fail to accept the Claimant's assertion that she could not achieve 120 calls per day

38. Did the claimant resign in response to the breach? The Tribunal will need to decide whether the breach of contract was a reason for the claimant's resignation.

39. Did the claimant affirm the contract before resigning? The Tribunal will need to decide whether the claimant's words or actions showed that they chose to keep the contract alive even after the breach.

Failure to allow accompanying person (s.11 EmpRA 1999)

40. Did the Respondent fail to allow the Claimant to be accompanied to the grievance meeting on 8 September 2022.

The Hearing

4. The Respondent made an application on the first morning of the hearing to strike out the Claimant's case on the basis that the claim was 'misconceived' and had no prospect of success. The Respondent had not given the Claimant (a litigant in person) any notice of this application. Both parties were given the opportunity to make their submissions before the Tribunal considered their decision. Neither party drew the Tribunal's attention to any rule or case law on notice to be given with regard to such an application, however the Tribunal undertook its own consideration of rule 38(2) Employment Tribunal Rules 2024, on this point. The Tribunal gave an oral judgment on this point and concluded that as the Respondent had had the opportunity to give the Claimant notice of the application, but had failed to do so, the Tribunal would not permit an application to strike out the claim.

5. On the second day of the hearing, the Claimant made an application to strike out the response in this case. This application was made on notice to the

Respondent prior to the start of the final hearing and therefore did comply with r38(2). The basis of the application was that the Respondent had failed to comply with the orders of the Tribunal to agree the bundle of documents, or to exchange witness statements. The Tribunal considered the submissions and gave an oral judgment in which it was stated that as both parties had provided a bundle and the Tribunal had agreed to use both, a fair trial could proceed. Further, both parties had seen each other's witness statement in advance of the hearing and had had time to prepare and therefore there was no prejudice to the Claimant, nor was there any suggestion that a fair trial could not proceed. The Tribunal did not consider that strike out was a proportionate response to the Respondent's failure to co-operate with the Claimant. The application was therefore dismissed.

6. The parties provided a bundle from each party as a joint bundle was not agreed. The Claimant produced a chronology and an updated index to the Respondent's bundle. Further documents were produced by the Claimant. The Respondent did not provide further documents which the Tribunal indicated would be relevant.

7. The Claimant gave evidence to support her claims. Mr Daniel Farnham gave evidence for the Respondent. Both were subject to cross examination. Closing submissions were made by both parties and the Tribunal received written submissions from both parties.

The Facts

8. Having considered all the evidence, we find the following facts on a balance of probabilities.

9. The parties will note that not all the matters that they told us about are recorded in our findings of fact. That is because we have limited them to points that are relevant to the legal issues.

10. The Claimant was employed by the Respondent as a Booking Administrator between and17 December 2020 and 27 September 2022, when she resigned and claimed constructive dismissal.

11. Her role involved calling tenants of the Respondent's client companies, to set up visits by engineers to carry out electrical testing. She was provided with a job description soon after she started her role. This was updated in March 2022.

12. The Claimant was aged 66 years when she started working for the Respondent. She was the oldest person in the workplace. The other Booking Administrator staff were in their 20's and 30's with the exception of Samantha who was in her 50's.

13. The Claimant was also asked to do a number of other administrative tasks, due to her extensive experience and her capability. She described herself as one of the only people who knew how to mail merge. These tasks were in addition to her KPI of making calls and no adjustment was made to reflect the time taken on other duties.

14. In March 2021 the Claimant raised a query with Hannah Fearns her manager as to her payment for overtime. The Claimant claimed that she was owed 26 hours

and 31 minutes of overtime payment in January – March 2021. This resulted in a meeting between Hannah Fearns and the Claimant on 21 April 2021. The Claimant was told at some point that overtime had to be authorised in order to be paid and that some of the time she was requesting had not been authorised.

15. From as early as 13 September 2021, the Claimant indicated to a manager, Kat Cheesman, that she found the office a very noisy environment and that this was distracting when she was trying to make calls. She indicated that she found it unprofessional of colleagues to engage in personal conversations in the office, when they ought to be working. She referred to the fact that they were not paid to socialise and that she had difficulty in watching such time wasting and low productivity.

16. In one-to-one meetings with Hannah Fearns in late 2021, the Claimant indicated that colleagues had phones on their desks and were getting up from their desks. She also spoke about the fact other teams were not answering the phones, as the Claimant would expect them to.

17. During late January/early February 2022 the Claimant was told by her manager that she should concentrate on achieving her KPI and that she should not concern herself with the problems of others, or her views of the inadequacies of the Respondent's systems. This was guidance to focus the Claimant on achieving her KPI.

18. Initially the Claimant was given a KPI of making 100 calls per day. On 15 February 2022 this was increased by her line manager at the time, Colin Hurst, to 120 calls per day. The Claimant was not consulted prior to this change.

19. By February 2022, the Claimant filled in an appraisal form, which was considered by her then line manager, Colin Hurst. The Claimant again spoke about the fact that she was not able to meet her KPIs and that the noise was distracting in the office. She said that tenants could hear background office noise and that the Claimant found that embarrassing. The Claimant also raised the issue of the accuracy and completeness of the data she was provided with in order to contact tenants and make appointments. The Claimant indicated that many of the numbers she was calling were 'dead' or unanswered and that this impacted her ability to meet her KPIs.

20. In July 2022 the Claimant asked her manager Jenny Barnes if she could work from home in order to avoid the noise and disruption in the office.

21. On 6 August 2022, the Claimant wrote a grievance to Lexine Savva, HR Manager, setting out her concerns about the noise levels in the office and also about what she described as unmanageable daily call handling KPIs. The Claimant also raised the fact that the call count system was not working properly and therefore an accurate count of her calls was not being made. She indicated to Lexine that by the end of the day her head was pounding and that she could be suffering from dysphonia.

22. Shortly after this, in August 2022 the Claimant went on sick leave. She did not return before she resigned on 27 September 2022.

23. On 8 September 2022 she attended a meeting with Daniel Farnham and Lexine Savva in relation to her grievance. At that meeting the Claimant pointed out she had raised the issue of the noise in the office on many occasions to various managers and told them that other members of staff were not carrying out their roles, but were chatting and soclialising on work time. The Claimant felt that she had not been respected when she had asked them to be quiet. They also discussed the Claimant's KPIs and the extra administrative tasks which she had been doing, which had been removed from her, so that she could focus fully on achieving the correct call levels. The Claimant indicated that she had asked Lexine to bring her diary to this meeting, but that it had not been provided. Daniel agreed that if the diary was needed they would find it, however, he did not doubt that the Claimant had been carrying out the other administrative tasks and training of Rebecca which the Claimant referred to. Daniel also accepted that the call counting system did not register calls which were unanswered and that there was a noise problem in the office, which was being addressed.

24. Lexine Savva had interviewed other members of staff in relation to the Claimant's grievance. She drafted the grievance outcome letter and showed it to Daniel Farnham who agreed it and adopted it as his decision.

25. The Claimant asked if she could move to another administrative position and when she was told that the position was not available anymore, she decided to resign. At that time she had not received the grievance outcome as this did not occur until 5 October 2022, when she met with Daniel and Lexine once again.

26. At that meeting Daniel read the outcome letter to her, making one change to the letter by way of acknowledgement that they had not seen the Claimant's diaries and accepted the recording of calls was not accurate.

The Law
Time Limits

27. The relevant time-limit for claims under the Equality Act 2010 is at section 123 Equality Act 2010. According to section 123(1)(a) the tribunal has jurisdiction where a claim is presented within three months of the act to which the complaint relates.

28. The normal three-month time limit needs to be adjusted to take into account the early conciliation process and any extensions provided for in section 140B Equality Act.

29. By subsection 123(3)(b), a failure to do something is treated as occurring when the person in question decided on it. In the absence of evidence to the contrary. A person is taken to decide on a failure to do something when that person does an act which is inconsistent with doing it or, in the absence of such an inconsistent act, on the expiry of the period on which that person might reasonably have been expected to do it.

30. In Hendricks v Metropolitan Police Commissioner [2002] EWCA Civ 1686, the Court of Appeal stated that the test to determine whether a complaint was part of an act extending over a period was whether there was an ongoing situation or a

continuing state of affairs in which the Claimant was treated less favourably. An example is found in the case of Hale v Brighton and Sussex University Hospitals NHS Trust UKEAT/0342/17 where it was determined that the Respondent's decision to instigate disciplinary proceedings against the Claimant created a state of affairs that continued until the conclusion of the disciplinary process.

31. Alternatively, the tribunal may still have jurisdiction if the claim was brought within such other period as the employment tribunal thinks just and equitable as provided for in section 123(1)(b).

32. It is for the Claimant to show that it would be just and equitable to extend time. The exercise of discretion should be the exception, not the rule (Bexley Community Centre (t/a Leisure Link) v Robertson [2003] EWCA Civ 576).

33. For claims brought under the Employment Rights Act 1996 (deduction from wages, automatically unfair dismissal) to be considered by the Tribunal, it must comply with the time limit that "an employment tribunal shall not consider a complaint under this section unless it is presented to the tribunal—
(a) before the end of the period of three months beginning with the effective date of termination, or
(b) within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three months."

34. The Tribunal must consider whether it was 'reasonably practicable' for the Claimant to have brought the claim within the time limit (as extended by EC). The most recent guidance was given by Underhill LJ in Lowri Beck Services Ltd v Brophy [2019] EWCA Civ 2490, CA which indicated that issues such as whether the Claimant was aware of the time limit and whether it was reasonable for them to have been ignorant of it. Likewise that a mistake by an adviser is attributable to the Claimant themselves, Dedman v British Building and Engineering Appliances :td [1974] ICR 53, CA

Indirect Discrimination

34. Subsection 19(1) of the Equality Act 2010 provides that:
"A person (A) discriminates against another (B) if A applies to B a provision, criterion or practice which is discriminatory in relation to a relevant protected characteristic of B's."
Subsection 19(2) provides that for the purposes of subsection 19(1), a provision, criterion or practice is discriminatory in relation to a relevant protected characteristic of B's if—
"(a) A applies, or would apply, it to persons with whom B does not share the characteristic,
(b)it puts, or would put, persons with whom B shares the characteristic at a particular disadvantage when compared with persons with whom B does not share it,
(c)it puts, or would put, B at that disadvantage, and

(d)A cannot show it to be a proportionate means of achieving a legitimate aim."

35. In establishing whether a PCP places persons of a protected characteristic at a particular disadvantage, the starting point is to look at the impact on people within a defined "pool for comparison". The pool will depend on the nature of the PCP being tested and should be one which suitably tests the particular discrimination complained of (Grundy v British Airways plc [2008] IRLR 74. The EHRC Employment Code provides useful guidance on this question. A strict statistical analysis of the relative proportions of advantaged and disadvantaged people in the pool is not always required. Tribunals are permitted to take a more flexible approach.

36. The Claimant must also establish that she is actually put to the disadvantage.

Direct Discrimination

37. Section 13 of the Equality Act 2010 provides that
'A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others'.

38. Under section 23(1), where a comparison is made, there must be no material difference between the circumstances relating to each case. It is possible to compare with an actual or hypothetical comparator.

39. In order to find discrimination has occurred, there must be some evidential basis on which we can infer that the Claimant's protected characteristic is the cause of the less favourable treatment. We can take into account a number of factors including an examination of circumstantial evidence.

40. We must consider whether the fact that the Claimant had the relevant protected characteristic had a significant (or more than trivial) influence on the mind of the decision maker. The influence can be conscious or unconscious. It need not be the main or sole reason, but must have a significant (i.e. not trivial) influence and so amount to an effective reason for the cause of the treatment.

41. In **Shamoon v Chief Constable of the Royal Ulster Constabulary [2003] UKHL 11**, Lord Rodger at paragraph 125, intimated that the key to a claim of direct discrimination will, generally be the determination of the reason for the treatment in issue: whether it was "because of" the relevant protected characteristic.

42. In determining claims under the EqA, the burden of proof operates as provided by section 136:
"(2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.
(3) But subsection (2) does not apply if A shows that A did not contravene the provision"

43. The approach to be adopted in applying section 136 is as laid down in **Igen Ltd v Wong; Chamberlin Solicitors v Emokpae; Brunel University v Webster [2005] EWCA Civ 142, [2005] ICR 931** (largely endorsing the principles set out in Barton v Investec Securities Ltd [2003] ICR 1205 EAT) and approved by the

Supreme Court in ***Efobi v Royal Mail Group Ltd*** **[2021] UKSC 33.** In short, to the extent that the ET is satisfied (on a balance of probabilities) that the claimant has established facts from which it could, in the absence of an adequate explanation, conclude that the respondent had committed an act of unlawful discrimination (having regard to all the evidence, and drawing such inferences as are legitimate from its primary findings of fact at that preliminary stage), it will be for the respondent to prove (again, on the balance of probabilities) that the treatment was in no sense whatsoever because of the relevant protected characteristic. In discharging this burden, a respondent would normally be expected to adduce cogent evidence that the relevant protected characteristic was not the reason for the treatment in question.

44. In considering whether the claimant has established a prima facie case of discrimination, an ET must have regard to all the evidence, not just that adduced by the claimant (***Efobi***).

45. In the case of ***Reynolds v CLFIS (UK) Limited*** **[2015] EWCA Civ 439** the Court of Appeal considered whether, for the purposes of establishing whether direct discrimination has taken place, a tribunal should consider the mental processes of those employees who have significantly influenced the alleged discriminatory outcome, or only those of the actual decision-maker. The Court of Appeal stated, *"…it is a fundamental principle of the discrimination legislation that liability can only attach to an employer where an individual employee or agent for whose act he is responsible has done an act which satisfies the definition of discrimination. That means that the individual employee who did the relevant act (that is, effected the dismissal) must have been motivated by the protected characteristic."*

46. Each individual act alleged to form part of the continuing act must actually be discriminatory. If any of those alleged acts are not established on the facts or are found not to be discriminatory, they cannot form part of the continuing act.

Harassment

47. Section 40(1)(a) of the Act provides that an employer must not, in relation to employment by it, harass a person who is one of its employees. The definition of harassment is contained in section 26 of the Act

    (1) "A person (A) harasses another (B) if

    (a) A engages in unwanted conduct related to a relevant protected characteristic, and

    (b) the conduct has the purpose or effect of—

    (i) violating B's dignity, or

    (ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B."

48. It is not sufficient that the unwanted conduct occurs, it must be shown "to be related" to the relevant protected characteristic.

49. Harassment does not have to be deliberate to be unlawful. If A's unwanted conduct (related to the relevant protected characteristic) was deliberate and is shown to have had the purpose of violating B's dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for B, the definition of harassment is made out. There is no need to consider the effect of

the unwanted conduct.

50. If the conduct was not deliberate, it may still constitute unlawful harassment. In deciding whether conduct has the effect of creating an intimidating, hostile, degrading, humiliating or offensive environment for B, we must consider the factors set out in section 26 (4), namely:
    (a) the perception of B;
    (b) the other circumstances of the case;
    (c) whether it is reasonable for the conduct to have that affect.

51. The Claimant must show that the conduct was unwanted. Moreover, it is self-evident and necessarily implicit that any behaviour on which a claim rests must be (a) of a sort to which a reasonable objection can be raised and (b) voluntary, or at the very least such that the Respondent can properly and lawfully bring it to an end.

Protected Disclosure

52. In order to claim that a detriment or dismissal has been made as a result of a protected disclosure, the claimant must show that such qualifying disclosure has been made.

53. s.43B ERA sets out that a 'qualifying disclosure' is a disclosure of information which in the reasonable belief of the worker making the disclosure tends to show that one of a number of types of action has, or will occur. This includes that a failure to comply with a legal obligation has or will occur, or that the Health and Safety of any individual has been, or is likely to be endangered.
    The worker making the disclosure must do so in the public interest.

54. *Kilraine v Wandsworth London Borough Council 2018 ICR 1850, CA*, the Court of Appeal held that, in order for a disclosure to be a 'qualifying disclosure' within the meaning of S.43B(1) ERA, the disclosure had to have sufficient factual content and specificity.

55. s.43C ERA sets out that the disclosure should be to a representative of the employer.

56. If the claimant can show that the disclosure made fulfils these requirements, then they must also show that the detriment (or dismissal) was carried out because the claimant made the protected disclosure. It therefore is essential that the protected disclosure precedes the act of detriment or dismissal.

Health and Safety

57. S.100 ERA states that;
    "*(1) An employee who is dismissed shall be regarded for he purpose of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that –*
    …. (d) in circumstances of danger which the employee reasonably believed to be serious and imminent, he took (or proposed to take) appropriate steps to protect himself or other persons from the danger."

58. Where an employee has less than 2 years qualifying service, the burden of proof is on the employee to show an automatically unfair reason for dismissal. Smith v Hayle Town Council 1978 ICR 996, CA

59. If the employee raises a grievance about a Health and Safety issue and the employer does not have a proper procedure to deal with it, that may amount to a breach of the implied term to reasonably and promptly provide redress for any grievance. WA Goold (Pearmak) Ltd v McConnell and anor 1995 IRLR 516, EAT

60. Where the Respondent can show that the reason for failing to deal with the Health and Safety issue was not due to the fact that the Claimant had raised the issue itself, but due to poor management, the claim under s.100 will fail see Hall v M&Y Maintenance and Construction Ltd, ET Case 2401868/16.

Unauthorised deductions (s.13 ERA)

61. S.13 ERA 1996 provides that an employer shall not make a deduction from wages of a worker so employed unless the deduction is required or authorised by statute, or by a provision in the workers contract advised in writing, or by the worker's prior written consent. Certain deduction are excluded from protection by virtue of s.14 or s,23 (5) ERA.

62. Under s.13(3) there is a deduction from wages where the total amount of any wages paid on any occasion by an employer is less than the total amount of the wages properly payable by him to the worker on that occasion.

63. The burden of proof is on the employee to show that the money was owing and that it was not paid.

Breach of Contract

64. In order to make a claim for breach of contract, the Claimant must show to the Tribunal, the clause of the contract (or indicate an implied term) which binds both parties. They must then also prove the circumstances in which the Respondent has failed to comply with the terms of the contract.

65. Where the term is implied, or is asserted by one party and contested by the other, the Tribunal has the power to consider the contract terms as they were agreed between the parties.

DECISION

66. The following decisions were taken in relation to each of the claims listed on the list of issues. The Tribunal considered the merits of each claim, regardless of the time limit, with the exception of the issue of unlawful deduction from wages.

67. The view of the Tribunal was that it was not necessary to consider in respect of the other claims whether they were in time, or whether time should be extended at the discretion of the Tribunal (under either the reasonably practicable or the just and equitable exceptions, where applicable), as the claims were considered on their merits.

Indirect discrimination

68. The Tribunal accepted the Claimant's stated protected characteristic of age – the Claimant being a person of over 60 years old.

69. The Tribunal accepted the agreed evidence, that the Respondent did apply a requirement that Booking Administrators must complete 120 calls per day from approximately mid- February 2022. This was imposed by Colin Hurst, who acted as the Claimant's line manager for a short period of time at the beginning of 2022. The Tribunal were satisfied that this amounted to a provision, criterion or practice in accordance with s.19(1) EQA 2010.

70. The Tribunal considered whether this PCP placed those over 60 years at a particular disadvantage (ie group disadvantage). Neither party addressed the Tribunal in submission as to the appropriate pool for comparison. Doing the best it could, the Tribunal considered that the appropriate pool for the group would be those over 60 years old carrying out call centre telephone work. There was no evidence before the Tribunal that suggested that those over 60 would have any particular problem in making 120 calls per day. This was not a matter which the Tribunal considered it could take judicial notice of any such disadvantage and therefore required evidence from the Claimant.

71. The Claimant indicated in her oral evidence that those over 60 years may be more susceptible to arthritis, which may make sitting still for long periods uncomfortable. She did not provide any statistics or expert evidence, or even anecdotal evidence to support her submission. The Tribunal were not satisfied that this assertion was sufficient to show a group disadvantage.

72. Furthermore, the Tribunal did not consider that the Claimant's evidence showed any personal disadvantage as a result of this PCP. The data evidence showed and the Claimant agreed, that on some days, she did hit the KPI target.

73. There was no evidence of any sanction towards the Claimant, or any other employee for failing to hit the KPI target. There was no evidence that any manager other than Colin Hurst was reminding the Claimant about the target and Colin Hurst left the Respondent's employment on 9 March 2022. There was therefore no detriment to the Claimant in not achieving her target, after this date.

74. The Tribunal were therefore satisfied that for all these reasons there was no disadvantage to those over 60, or the Claimant herself in the application of this PCP. This allegation was dismissed.

Breach of contract

75. The Tribunal were satisfied that the evidence showed there was no consultation with the Claimant prior to the change in her KPI to 120 calls per day.

76. The Tribunal considered the Claimant's contract of employment which included the following clauses:-

"*3.3 You agree that you will follow such instructions as we may as you to do. What we ask you to do will be reasonable and will be for the benefit of the Company.* "

"*18.2 We may make reasonable changes to this contract. We will confirm any we do make within one month of the change*."

77. The Tribunal considered that these clauses indicated that the Respondent had the right to make a reasonable change to the Claimant's contract/instructions and indicate these to her within a month.

78. The Tribunal did not see any evidence that the contract required prior consultation on a change of KPI.

79. Furthermore, the Tribunal noted that the job description dated March 2022 says that the "*detail in the job description is an indication of the job role at the time of recruitment, but we may vary or change the responsibilities of this role to meet the needs of the business*".

80. The Tribunal therefore concluded that it was not unreasonable for the Respondent to increase the target for number of calls, in order to service their client.contracts and that no prior consultation with the Claimant was therefore required under her contract.

81. The Tribunal were satisfied that the Respondent had not breached the Claimant's contract.

Harassment

Issue 12.1 – Did Daniel Farnham criticise the Claimant in the grievance outcome letter

82. The Claimant indicated that in the letter dated 29 September 2022 and provided to her at the meeting on 5 October 2022, Daniel Farnham listed that she had not achieved her KPI and that this amounted to a criticism.

83. The Tribunal read the letter of 29 September 2022 and noted that it set out the facts according to the data which the Respondent held. The Tribunal did not consider this to be criticism as such, but a statement of the situation which

had occurred and the evidence on which the Respondent had decided the grievance. The Tribunal considered that the Claimant may have been disappointed to have this information, but did not consider that it was included in the letter by Lexine Savva or Daniel Farnham with the purpose of intimidating, humiliating or belittling her, but to provide her with the evidence on which the Respondent made its decision.

84. Furthermore, the Tribunal took the view that the content of this letter, whilst approved by Daniel Farnham, was in fact the views and decision of Lexine Savva, who carried out the investigation and drafted the letter. The Tribunal considered that although Daniel Farnham approved and took responsibility for the letter, he was not involved in the detail of the decision. The Tribunal considered that the Respondent was not an employer who was careful to follow process or procedure and that Daniel Farnham did not recognise the importance of ensuring that a grievance was handled in accordance with the ACAS Code of Conduct.

85. In relation to the point about being intimidated by Kat for speaking to Sholte – the Claimant indicated that she saw it as criticism that Daniel Farnham had referred to Kat telling the Claimant not to 'speak nasty' to Sholte. Once again, the Tribunal considered this was factual; setting out the evidence the Respondent took into account.

86. The letter also referred to Lexine asking the Claimant to focus on her own KPIs and not to worry about anything else. This too was the Respondent setting out the evidence and was not a direct criticism of the Claimant by Daniel Farnham.

87. The Tribunal went on to consider whether the effect of the statements in the grievance outcome letter amounted to unwanted conduct. The Tribunal accepted that the Claimant found the content of the letter to be disappointing, as she did not consider these to be matters for which she held any culpability. The Tribunal considered whether any upset on the part of the Claimant in receiving this letter was reasonable. The Tribunal considered that it was not reasonable for the Claimant to consider that this was criticism, as the letter set out the evidence the Respondent had collated and considered. This was a grievance which had been raised by the Claimant and the information in the letter set out the evidence which had been found as a result of the investigation by Lexine Savva. The Claimant was aware that this was her grievance and that the purpose of the document was not to criticise her, but to answer her grievance. The Tribunal considered that it was not therefore reasonable for the Claimant to consider this document to be criticism of her.

88. Furthermore, the Tribunal considered that there was no evidence or reason for the Tribunal to infer that Daniel Farnham's conduct, or the content of the letter as drafted by Lexine Savva was related to the Claimant's age.

89. This allegation was therefore dismissed.

Allegation 12.2 – Daniel Farnham criticised the Claimant for criticising her colleague in public

90. As set out above, the Tribunal did not consider that this amounted to criticism by Daniel Farnham who set out the evidence relied on by the Respondent in considering the grievance. In any event the Tribunal considered that it was reasonable for Daniel Farnham to accept from Sholte that she had perceived the Claimant's comments as critical and thereby 'nasty'. The Respondent's outcome was not to uphold the grievance about the way in which Kat Cheesman had spoken to the Claimant about this issue. This does not amount to criticism of the Claimant about the way she spoke to Sholte. It is about the behaviour of Kat Cheesman.

91. In any event, the Tribunal could see no connection between the outcome letter on this point and the Claimant's age. The Claimant did not provide any evidence or submission on why she considered these actions were related to her age.

12.3 Ms Cheesman allowed and/or joined the noisy and disruptive behaviour.

92. The Claimant referred to one occasion on which Ms Cheesman joined in with behaviour of other members of staff. On other occasions others were noisy and boisterous and the Claimant objected to this and was irritated that Kat Cheesman did not intervene to stop it.

93. The Tribunal read the statements of Kat Cheeman, Hannah Fearns and Sholte Charran which were written in April/May 2023 in response to the Tribunal claims, which outlined their views on their behaviour in the workplace. The Tribunal considered there to be a difference in attitude between the Claimant and other staff. The Claimant believed their behaviour to be unprofessional. Others indicated that they enjoyed having social contact at work. This was a situation which the Claimant had never experienced before.

94. The Tribunal considered that there was very limited evidence of the actions of Ms Cheesman, as the Claimant did not provide details of what she did, or said. The grievance outcome said that the Respondent was aware of noise levels and that they were working to resolve them. This part of her grievance was partially upheld.

95. The Tribunal took into account that these actions took place shortly after offices re-opened following the Covid pandemic.

96. The Tribunal concluded that there was insufficient evidence to support the specific allegation that Ms Cheesman's behaviour had been intimidating, humiliating or belittling etc to the Claimant. Furthermore, the Tribunal considered that the Claimant's perception of the noisy and disruptive behaviour as amounting to harassment was not reasonable. The Tribunal accepted that the Claimant took her work seriously and wished to remain professional at all times, but they considered that her projection of this standard to all those with whom she worked, was not reasonable and resulted

in her having unreasonable feelings of indignation about their behaviour when she did not have justifiable reason to do so.

97. In addition, the Tribunal could not find any evidence on which to base a connection between the behaviour of Ms Cheesman as suggested by the Claimant, and the Claimant's age.

98. This allegation was therefore dismissed.

12.4 Daniel Farnham and Lexine Savva laughing and smiling about targets increased.

99. The Claimant told the Tribunal that when Daniel Farnham read out the line in the grievance outcome letter; " *I am a little concerned as to why your line manager felt it necessary to increase your KPI targets, when you weren't consistently achieving your original KPI targets*", that he and Lexine Savva smiled and laughed. Daniel Farnham had no recollection of this when he gave his evidence to the Tribunal.

100. The Tribunal considered the evidence and noted that the comment which Daniel Farnham read out, was a point in the Claimant's favour and was a reflection on Colin Hurst's decision to increase the KPI. The Tribunal did not consider that there was any logic or reason why this would be a point at which Daniel Farnham, nor Lexine Savva were likely to have laughed or smiled. The Tribunal concluded that it could not accept the Claimant's evidence that this had occurred. There was no independent evidence of this.
The Tribunal therefore found that this did not occur.

12.5 Accused the Claimant of not being able to do 120 calls per day

101. The Claimant asserted that this occurred during the meeting on 8 September. The Tribunal noted from the minutes of the meeting that Daniel Farnham raised the facts about KPI and pointed out that the Claimant did not always achieve this. He also referred to other work having been removed so that the Claimant could concentrate/achieve on the KPI.

102. The Tribunal also noted that there was no threat of disciplinary action for failing to achieve KPI and therefore the discussion at the grievance meeting was not an accusation but a consideration of her grievance that this target was unachievable.

103. The Tribunal did not consider that the evidence showed that Daniel Farnham's comments had the purpose of creating a hostile, intimidating or degrading atmosphere at work for the Claimant.

104. Furthermore, if the Claimant believed that it did, the Tribunal considered that this was not a reasonable belief by the Claimant, given that it was the Claimant who had raised the issue of not being able to achieve the KPI in her grievance.

105. The Tribunal were also satisfied that there was no evidence to support the Claimant's suggestion that this was in any way related to her age. This

allegation was dismissed.

12.6 Abuse by Sholte Charran

106. The Claimant's evidence of this is allegation was not that Sholte said or did anything towards the Claimant directly, but that she complained to Hannah Fearns about the Claimant, telling Hannah that the Claimant 'spoke nasty to her'. Hannah Fearns then told Kat Cheesman, and Kat then spoke to the Claimant about it.

107. The evidence of what the Claimant said to Sholte was not disputed. The Claimant said that she had merely asked Sholte the question "you're using your phone a lot today?" However, this was received by Sholte as criticism, from the Claimant, who was not her manager and had no authority over her work.

108. The Tribunal were satisfied that Sholte was upset by the way in which the Claimant had spoken to her and that she made a complaint to their manager about it. The Tribunal accepted that this was a reasonable position for Sholte to take in respect of the Claimant's actions towards her at that time.

109. The Tribunal could find no evidence to support the allegation that Sholte's actions had the purpose or effect of intimidating, humiliating or degrading the Claimant. Nor was there any evidence to support any connection to age in any event.

Direct Discrimination

15.1 Failed to give incentive bonus in December 2021.

110. The evidence of the Claimant was that she received the bonus in the form of a voucher for a local beauty spa December 2021. Others had received their cash bonus in October 2021 and that the Claimant had chased her manager on a couple of occasions in order to receive the voucher.

111. Rebecca confirmed in a letter dated 9 August 2023 that the Claimant received a voucher around December 2021.

112. Tribunal found that the Claimant did receive an incentive bonus in December 2021. Therefore this allegation of discrimination did not occur as there was no less favourable treatment of the Claimant.

15.2 Failed to ensure relevant evidence brought to the meeting on 8 September

113. This is a reference to the Claimant requesting that her desk diaries be brought to the meeting on 8 September in order to evidence the points she made about her workload. The notes of the meeting show that Lexine did not bring the diaries to the meeting and that the Claimant said that she had requested

this.

114. The Tribunal were satisfied that the Claimant didn't have access to the diary prior to the meeting as she was off sick at that time and attended only for the meeting.

115. However, the Tribunal accepted the Respondent's evidence was that the diaries were not necessary as they accepted that the Claimant was undertaking work other than calls and booking appointments and therefore there was no need to look at the diaries.

116. The Tribunal found that the Respondent did fail to bring the diaries to the meeting and that the Claimant had asked Lexine Savva to do so. However, the Tribunal noted that Daniel Farnham didn't think it was needed, as he accepted the Claimant's evidence and did not refer to it further.

117. The Tribunal considered a hypothetical comparator – on the basis that the Respondent accepted that the Claimant was doing other work, the Tribunal concluded that a hypothetical comparator in that situation would not be treated differently.

118. Furthermore, the Tribunal concluded that this failure did not disadvantage the Claimant in any way, as the Respondent accepted that she did other work which took her away from making calls and booking appointments.

119. The Tribunal were satisfied that whilst this incident did happen, it did not constitute a detriment to the Claimant. Furthermore, the tribunal had no evidence to support any connection between this action by Lexine Savva and the Claimant's age. This allegation was dismissed.

15.3 Accused the Claimant of not being able to achieve 120 calls a day

120. The Tribunal consider that was the same factual matrix as in allegation 12.5 above.

121. In considering whether this amounted to less favourable treatment the Tribunal compared the treatment of the Claimant to Emma, who worked from home and Rebecca. The evidence in the bundle showed that neither of them achieved the KPI either. However, the Tribunal was shown no evidence to know whether they were accused of not achieving their KPI other than the Claimant's acceptance that others were challenged about failing to meet KPI. In response to the question, the Claimant told the Tribunal that no-one could achieve it.

122. The Claimant went on to assert that the reason she could not do 120 calls per day was to do with a number of other reasons, such as her health, the lack of accurate data, and the fact she was doing other work.

123. The Tribunal took into account the fact that Daniel Farnham discussed the unfairness of the KPI with the Claimant in her grievance and partially upheld her complaint with regard to the inaccuracy of the data and the recording of

calls.

124. The Tribunal noted that the burden of proof was on the Claimant to prove that there was a prima facie case of discrimination, but that she had failed to do so. The Tribunal therefore considered that in comparison to others who were younger than the Claimant, she was not treated less favourably.

Public Disclosure

Protected Disclosures
19.1.1 Raised issue of noise n 14 September to Kat Cheesman

125. The Tribunal considered the email from the Claimant to Kat Cheesman on 13 September 2021, prior to the Claimant's holiday. This set out that there was a problem with loud personal conversations by younger team members in the office. The Claimant highlighted the fact that this meant that they are not working. She also referred to the fact that she found this objectionable because she was 'not paid to socialise'. Her letter also contained suggestions of things to 'increase daily productivity'. She referred to her colleagues not having the correct work ethic, standing around and chatting socially and not working in a retail setting. She indicated that it was difficult to watch extreme time wasting and low productivity. The letter also referred to having to stop training Samantha in order to answer calls, when others were not doing so.

126. The Tribunal considered *Kilraine v Wandsworth London Borough Council 2018 ICR 1850, CA*, and whether the Claimant's disclosure had sufficient factual content and specificity.

127. The Claimant indicated that there was noise at work and the allegation was that this was a disclosure of a H&S issue (in her submission on day 1 she said it was also a breach of a legal obligation, but did not suggest what obligation that was, other than H&S).

128. The Tribunal considered that this letter raised the Claimant's disquiet at the fact that she considered her colleagues were not working as hard as they should or could be. She was annoyed about this and was asking her manager to take steps to ensure that they are made to work more productively and therefore reduce her stress/workload.

129. The Tribunal were satisfied that this did not convey information about a breach of a H&S issue and therefore is not a qualifying disclosure.

19.1.2 Unmanageable KPI/workload

19.1.2.1 to Colin Hurst in February 2022

130. The Claimant initially told the Tribunal that this allegation was about H&S and legal obligation – but reduced this to H&S only during her cross examination. She asserted that she gave Colin Hurst information during 121 meetings

about her unmanageable workload.

131. The Tribunal considered the staff appraisal form from the 121 on 15 February 2022. This referred to the fact that the Claimant said that she could not complete the KPI because the data across all contracts was poor.

132. The Tribunal concluded that this did not amount to information that the Health and Safety of an individual was being endangered.

19.1.1.2 to Jenny Barnes – March – September 2022

133. The Tribunal found no written notes in the bundle to indicate that the Claimant had raised this with Jenny Barnes. The Claimant's witness statement said that she told Jenny Barnes in her 121 that her workload was unequal. No details of this were provided by the Claimant in her evidence.

134. The Tribunal therefore had no evidence to support the Claimant's allegation that the information she imparted amounted to a qualifying disclosure. There was no suggestion that Jenny Barnes was informed that this amounted to a danger to Health and Safety. The Claimant gave no evidence of the detailed content of what was said and therefore the Tribunal are not aware of whether what was said fell within s.43B(1)(d).

135. The Tribunal therefore found there was no protected disclosure.

19.1.1.3 to Lexine Feb 22- June 22

136. The Claimant's evidence on this point was that she spoke to Lexine about KPI and Lexine's response was to tell her not to speak to others about their behaviour, but to concentrate on achieving her own KPI.

137. There is no evidence that the Claimant provided information to Lexine about a potential H&S danger. The evidence therefore does not support a protected disclosure having been made.

19.1.3 – Raised the issue of Marley the dog

138. The Claimant admitted in cross examination that she did not raise this as an issue of H&S to her employer. There is therefore no protected disclosure.

19.1.4 placement of her desk

139. The Claimant admitted in cross examination that she did not raise this as an issue of H&S to her employer. There is therefore no protected disclosure.

19.1.5 Told supervisor that Sholte was using mobile phone

140. The Claimant relied on the meeting with Hannah Fearns in August 2021 – the Tribunal saw no record in the 121 meetings of the Claimant which informed Hannah that Sholte was using her mobile phone. No other written evidence

was provided to support this allegation.

141. The Claimant's evidence to the Tribunal was that she spoke to Hannah about this, although this was awkward as Hannah was a friend of Sholte. The Claimant said that she spoke to her in a roundabout way, about phones on desks and calls not answered.

142. In submission, the Claimant asserted that Hannah had a legal obligation to tell Sholte to put her phone away and not just leave the calls to the Claimant and Samantha. The Claimant said this amounted to a legal obligation not to use her phone.

143. The Tribunal considered that the evidence did not amount to information about a potential/breach of a legal obligation. The Claimant was not able to articulate what the breach might be, nor did she show us any evidence of having raised the point, or of any obligation. This allegation therefore failed on the basis that it lacked any supportive evidence or particularity.

Unauthorised Deduction of Wages

144. The Tribunal considered the Claimant's email on 18 March 2021 in which she asserted that she was owed payment for additional work.

145. The Tribunal considered that this allegation was out of time, as the payment was not made in March 2021 and was not issued at the Tribunal until October 2022. The Claimant provided no explanation as to why she had not been able to issue her claim within the three month time limit. Having clearly been aware of it and raising it with her manager in March 2021, the Tribunal considered it was reasonably practicable for the Claimant to have brought the claim within the 3 month time limit.

146. This claim was therefore dismissed as out of time.

Automatically Unfair Dismissal

147. The burden was on the Claimant to show that there was an automatically unfair dismissal as she did not have enough qualifying service to bring an ordinary unfair dismissal claim.

148. The Tribunal acknowledged that the Claimant asserted that she was constructively dismissed. The Tribunal considered the Claimant's resignation letter in order to identify the Claimant's reasons for resignation. In it, she – referred to the fact that she remained off work. She then outlined the reasons for her resignation, which she listed as the unmanageable KPIs, not being listened to about the noise levels (which was the subject of an ongoing grievance at the time, which was partially upheld after her resignation). Her letter also refers to receiving a disciplinary for having raised the fact that Sholte was using her mobile phone. The Claimant accepted in her evidence to

the Tribunal that the last point was not true.

149. The Tribunal noted that the resignation letter did not make specific reference to H&S issues, other than the reference to noise levels.

150. In oral evidence the Claimant indicated that there was an alternative administrative role available, although when she asked about it, she was told it was no longer available. When asked by the Tribunal whether she would have taken this job, the Claimant said she would have done so, had it been offered to her. The Tribunal understood this to mean that the Claimant did not consider that she could no longer work for the Respondent as a result of their actions.

151. The Tribunal also noted that the Claimant did not resign as a result of the outcome or handling of her grievance as alleged. This conclusion was reached on the basis of the chronology which showed that the Claimant resigned after she was interviewed in relation to the grievance investigation (8 September 2022), but before the outcome was provided to her (5 October 2022). The Tribunal considered this chronology showed that the Claimant was aware that an investigation was being conducted, but that she did not resign in response to the outcome.

152. Nether of the alleged breaches are therefore shown by the evidence before the Tribunal. It therefore follows that if there was not a breach by the Respondent, there was no basis on which the Claimant could claim constructive dismissal and therefore no automatic unfair dismissal. This claim was therefore dismissed.

Accompanying person

153. The Tribunal noted that the Respondent failed to provide the evidence of any invitation to the meeting on 8 September 2022. The Tribunal had no evidence of what was or was not said to the Claimant prior to the meeting. The Respondent's witness was not aware of what plans were made or offered to the Claimant.

154. The Claimant also provided no evidence of any invitation to the meeting. There is no record in the 8 September 2022 meeting notes that the Claimant was offered the opportunity to have someone accompany her, as she suggested in her closing submission.

155. The Tribunal therefore were not aware of whether there was a failure on the part of the Respondent or not. This claim therefore has not been made out and is dismissed.

156. All claims are therefore dismissed.

Approved by:

Employment Judge Cowen

25 April 2025

JUDGMENT SENT TO THE PARTIES ON

29 April 2025

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FOR THE TRIBUNAL OFFICE

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at *https://www.gov.uk/employment-tribunal-decisions* shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/