Case Number: 2302662/2024

EMPLOYMENT TRIBUNALS

Claimant: Mr J Loftus

Respondent: University Hospitals Sussex NHS Foundation Trust

RECORD OF A PRELIMINARY HEARING

Heard at: London South (in private by CVP) **On:** 18 June 2025

Before: Employment Judge Heath

Appearances
For the claimant: In person
For the respondent: Mr C Adjei (Counsel)

JUDGMENT

1. The claimant was not an employee or a worker for the purposes of section 230 Employment Rights Act 1996 ("ERA"), nor an employee for the purposes of section 83 Equality Act 2010 ("EqA") for "the agency engagement" period between 21 September 2020 and 30 June 2023; and

2. The claimant was not an employee for the purposes of section 230 ERA for the "direct engagement" period of 1 July 2023 to 14 December 2023. The respondent had conceded that he was a worker for the purposes of section 230 ERA and an employee for the purposes of section 83 EqA for this period.

REASONS

Introduction and Issues

1. This was the determination of the issues set out in paragraph 20, in conjunction with paragraph 1 of the List of Issues, of the Record of a Preliminary Hearing. Paragraph 1 of the List of Issues is as follows:

> ***1. Employment status***
>
> *The Respondent accepts that the Claimant was a non-employee worker as described in section 230(3)(b) of the Employment Rights*

Act 1996, and an employee for the purposes of section 83 of the Equality Act 2010, during the period of the Direct Engagement.

The parties disagree about whether the Claimant was an employee for section 230 of the Employment Rights Act 1996 purposes in the period of the Direct Engagement, and whether the Claimant was an employee or non-employee worker for the purposes of the Employment Rights Act 1996, or an employee for the purposes of section 83 of the Equality Act 2010, during the period of the Agency Engagement.

1.1 In each of the periods [these dates are currently not agreed by the parties, but it is anticipated that they will be agreed upon before the Public Preliminary Hearing on 18 June 2023]:

1.1.1 [1 September 2020]/[22 February 2021] to [30 June 2023]/[31 July 2023] (the period of the Agency Engagement); and
1.1.2 [1 July 2023]/[1 August 2023] to 15 December 2023 (the period of the Direct Engagement),

was the Claimant an employee of the Respondent within the meaning of section 230 of the Employment Rights Act 1996?

1.2 In the period [1 September 2020]/[22 February 2021] to [30 June 2023]/[31 July 2023] (the period of the Agency Engagement) was the Claimant an employee of the Respondent within the meaning of section 83 of the Equality Act 2010?

1.3 In the period [1 September 2020]/[22 February 2021] to [30 June 2023]/[31 July 2023] (the period of the Agency Engagement), was the Claimant a worker of the Respondent within the meaning of section 230 of the Employment Rights Act 1996?

2. Essentially, and as agreed with the parties at the start of the hearing, I was to determine the claimant's employment status in respect of two distinct periods of engagement:

    a. **Agency Engagement 21 September 2020 to 30 June 2023**. Was the claimant an employee or a worker for the purposes of section 230 Employment Rights Act 1996 ("ERA"), or an employee for the purposes of section 83 Equality Act 2010 ("EqA")?

    b. **Direct Engagement 1 July 2023 to 14 December 2023**. Was the claimant an employee for the purposes of section 230 ERA? The respondent had conceded that he was a worker for the purposes of section 230 ERA and an employee for the purposes of section 83 EqA for this period.

Procedure

3. EJ Ramsden had made Case Management orders for the preparation of this hearing. I was provided with a bundle of 417 pages. The claimant provided a witness statement and gave oral evidence. Ms Purdie, Workforce Strategy Manager, provided a witness statement and gave evidence on behalf of the respondent. I read the documents referred to in the respective witness statements and those brought to my attention during the hearing. I did not read any further documentation beyond this other than pleadings and Case Management orders. If I do not refer specifically to such an item of evidence in this decision, it is not to be taken that I have not read it. Any references to pages in the bundle will be referred to in the following format [45].

4. The parties representatives made oral submissions. I gave an oral decision at the end of the hearing. I made clear that I considered it desirable to give the parties an oral decision on the day so that any consequent case management could be done during the hearing. I told the parties that my oral decision might be a little “rough round the edges” given the time pressure, and that it might be tidied up somewhat in any subsequent written decision (with the essential reasoning being preserved). The claimant requested written reasons.

Facts

5. The respondent is an NHS Trust. The claimant is a qualified sonographer.

6. In 2017 to the first half of 2020 the claimant worked as a sonographer in the Worthing Hospital. There was no issue that he was employed there, was given a written contract of employment and subject to such matters as appraisals.

7. Ms Purdie gave evidence, which I accepted, that for some individuals working for the NHS there are some advantages in working through an agency. They can command higher rates of pay and enjoy more flexibility in their working. She also referred to some advantages for trusts in engaging agency staff: it can provide them with more flexibility in covering staffing gaps and filling jobs which are hard to recruit two. The role of sonographer is one such role that is hard to recruit to. These advantages do come at a cost. Engaging staff through agencies is costlier.

8. Global Locums Ltd (“Global”) is an employment business in the business of supplying agency workers to the NHS. Global is a list of preferred agency providers and the respondent as a framework agreement for the provision of agency staff with Global.

9. In June 2020, the claimant was looking to leave Worthing Hospital and to reduce his hours. He was referred by a friend to the respondent Trust, and he approached a Ms Allen who worked for the respondent.

10. Perhaps through the referral by a friend, though it is hard to tell, the claimant came into contact with Global. There was some process by which his suitability to work for the respondent was assessed, probably by interview, and the respondent sought to engage the claimant to work as a sonographer.

11. On 14 September 2020 Mr French, a Senior Recruitment Consultant working for Global, emailed the claimant [105] attaching various documents including a **Confirmation of the Assignment for Royal Sussex/Brighton to start week commencing Monday 21st September**. This document [107] included:

    a. Naming the claimant as the "locum".

    b. Identifying the assignment with the respondent.

    c. Setting out a start date;

    d. Setting out a work pattern of Tuesdays to Fridays each week.

    e. Setting out to different pay rates: "*Ltd/Umbrella Pay rate (hourly) £50 Fully inclusive of holiday pay" or "PAYE Pay rate (hourly) £38.73. Accrues holiday entitlement*".

    f. Setting out an entitlement to ask for agency workers regulations day one rights.

    g. A confirmation that the claimant will "*undertake this assignment through Globe Locums for the duration of this contract until its conclusion. Should I wish to terminate the contract I will notify Globe with 2 weeks written notice… I confirm that the number of days, hours or shifts required are estimated at the time of entering into this assignment. The Client [ie the respondent] and Globe Locums reserves the right to decrease (or increase) the days, hours or shifts depending on the Client's operational requirements. I understand that I am not entitled to any payment in the event that any days, hours or shifts are cancelled by the Client GLOBE Locums*".

12. Mr French's email also attached the new locum induction checklist and an Options for Locum Payments Guide. This guide set out three different options for payment.

    a. Umbrella Companies: an umbrella company "*will be the employer of the locum, Globe Locums will pay the umbrella company the fee for the work done, the umbrella company will calculate the appropriate taxes to be paid… and make payments to the locum*".

    b. PAYE: the claimant would be "*engaged directly with Globe Locums, Globe Locums will provide you with a PAYE rate that is less than an umbrella/PSC rate that takes into account the employment costs… that would otherwise be the responsibility of the umbrella company*

PSC… However under the contract you will not be employed by Globe Locums. This option may be more suitable if the Locum is working in addition to a full-time job and only doing 1 or 2 shifts per week".

c. Personal Service Companies ("PSC"). This was not relevant for my consideration.

13. Mr French also attached some information about how payments would be claimed and made.

14. The claimant from 21 September 2020 worked within the respondent's radiography department. I accepted the claimant's evidence, much of it accepted by the respondent, that the claimant was provided with a uniform, operated trust equipment, had an NHS email address and various passes and was, to a very substantial degree, embedded within the respondent's organisation. I also accepted Ms Purdie's evidence that the respondent, as with all other NHS trusts across England, integrates agency workers into its substantive and bank workforce as much as is practicable. I accept that this was essential for maintaining continuity of care and patient confidence. This high level of integration is necessary and critical for operational efficiency. A high level of day-to-day supervision and control is also necessary over agency locums in respect of how and when they provide their services.

15. The claimant is an intelligent professional. He also discussed with various friends and acquaintances his possibilities for his working arrangements. I accept, however, that he did not have a sophisticated knowledge of employment law. He did take steps to try and navigate the most appropriate way of organising his working affairs with respect to the respondent.

16. On 18 January 2021 the claimant received an email from Mr Murphy, Head of Customer Care of an organisation called Workr Umbrella ("Workr"). This email contains the subject "*Thank you for your CE+ application Jake Loftus via Globe*". The finding I make having regard to the documents I have seen is that the claimant decided that the umbrella company option as presented to him by Mr French in the Options for Locum Payments Guide was the one that he wished to pursue. Mr Murphy's email included the following:

    a. He referred to the claimant's "*acceptance of our terms and conditions*".

    b. The email stated that Workr "*will act as your employer and must cover employment costs such as Employers National Insurance, holiday pay, pension contributions*" which would be deducted from sums received from the agency.

    c. Workr provided an "*employment package*" including various benefits.

d. Pay arrangements were set out including that the claimant's rate of pay was uplifted to cover costs including holiday pay and national insurance. It appears that Workr would be providing the claimant payslips.

e. Under the heading **Date of application & accepted terms & conditions of employment** it was stated "*You have accepted our Employment Contract electronically on 18 January 2021*". If such an employment contract was "accepted" it was not in the bundle. This would have been a document in the possession of the claimant rather than the respondent.

f. Under the heading **Schedule of Your Assignment** was stated "*Employer: Workr Umbrella. Agency: Globe…. Start of contract: 21/09/ 2020. Projected end date: 28/02/2021*"

g. An entitlement to holidays in the statutory amounts was set out with rolled up holiday pay of 12.0% added to each weekly or monthly payment.

h. Under other important terms was stated "*As an employee of Workr Umbrella you will be subject to some key terms and conditions relating to your ongoing employment. Please ensure you review your contract and understand the terms outlined within*."

17. On 5 April 2021 the claimant was provided with a P60 setting out his employer as being Workr.

18. Claimant was rebooked on 1 October 2021 for a further assignment to 31 December 2021. There were further re-bookings.

19. On 6 January 2022 the claimant agreed to hire agency rates.

20. On 23 January 2023 a company called Crest Plus Operations Limited ("Crest") acquired Workr. At [152] was an "Umbrella Registration Document" which was attached to an email sent by Crest to the claimant on 31 January 2022 [155].. The document was headed "Terms of Employment". Clause 2 of the agreement was headed "Method of Working" and stated "*The Employee is an employee of the Company*". "Employee" was identified as the person completing the declaration on page 1. There is no signed declaration within the document provided to me, but I find that this would have referred to the claimant. The 31 January 2022 email referred to the attached "*new employment contract*" which "*defines the nature and responsibilities of your employment with Crest Plus. As an employee of Crest Plus Operations limited, you will have a permanent contract of employment and full statutory rights. This will be a continuation of your previous employment with Workr*".

21. On Saturday, 2 April 2022 the claimant emailed Ms Allen within the service to inform her that he had broken his wrist and was unlikely to be able to

work on Monday. There is evidence in the bundle of his requesting leave and there being changes to the rota in 2022.

22. In 2022 the respondent was exploring a method of working termed Direct Engagement which would impact how it used locums. This model enabled NHS trusts to achieve substantial cost savings, particularly with regard to VAT, by paying Locum's and agency workers directly, eliminating the need for the agency or other intermediaries between the trust and individual worker. It enabled continued flexibility that comes with engaging locums by an agency, because the directly engage locums can be managed in parallel with the trusts bank staff and offered work as and when needed by the trust to fill specific staffing gaps.

23. On 12 January 2023 Mr Williamson, the respondent's Temporary Staffing Coordinator, emailed Allied Healthcare Professionals [197] advising them that all new agency bookings should be made by direct engagement from 6 February 2023. Further, all current bookings would continue by non-direct engagement until the booking expired, at which time further bookings would be by direct engagement. They were asked to review all agency bookings and discussed the moves on to direct engagement with workers to confirm they were aware of changes and its implications.

24. Operationally the work of agency workers on a day-to-day basis would not change. However, the contract would now be directly between the worker and the trust, but would be managed and administered via the agency. The trust would pay the worker directly through its own payroll having made appropriate deductions.

25. The introduction of direct engagement was in the middle of an assignment of the claimant's running to 30 June 2023. The parties agree that a direct engagement took place on 1 July 2023. At [262] was the first "Direct Engagement Confirmation of Assignment" dated 1 July 2023. Whilst the heading of this document is different, in that it refers to direct engagement, the terms are substantially the same as the Confirmation of Assignment document referred to at paragraph 11 above.

26. However, this document (as was that referred to at paragraph 11 above) was a document on Globe headed paper. It also included "Key Information" which stated "*Due to this engagement being Direct Engagement you will be employed by the end client, usually the NHS trust. As you are employed by the end client this engagement is not considered agency work and therefore we are not required to provide this*".

27. For its part, the respondent created a "Professional Direct Engagement Booking Confirmation Form" in respect of the claimant [258]. This document does not specifically refer to any employment status. In the payment section, however, it refers to "Base Rate Paid To Worker (PAYE)". This form set out a date range of 1 July 2023 to 31 December 2023, with shift times as required. It referred to booking numbers referring to 129 shifts. This document was signed by the agency and a member of the respondent's temporary staffing team.

28. On 10 July 2023 the claimant was provided with a respondent's new starter pack.

29. On 11 July 2023 the claimant emailed Crest [285] to confirm that his last day of "employment" with them have been 30 June 2023. A member of staff at Crest responded acknowledging that he had "*tendered your resignation as an employee of Crest… And requested that we issue your P45*".

30. On 15 July 2023 Ms Spurgeon, Temporary Staffing Administrator with the respondent, emailed the claimant confirming that he had been set up on the respondent's payroll system "*as an off payroll worker via Direct Engagement for your agency role at this trust*".

31. The claimant continued to work in a manner indistinguishable from his previous period of work under the agency engagement for the next several months.

32. On 1 September 2023 a financial adviser emailed the claimant and his wife asking for, among other things, confirmation from "*NHS Employer/manager that your contract/work will be ongoing a signed letter please*. *Terms of contract from the NHS if this can be requested please, not from Globe/Agency but the NHS will be required*". At some point in time subsequent to this, Ms Cook, Leader Obstetric Sonographer, provided a "to whom it may concern" letter saying that the claimant "*was contracted on an ongoing contract that commenced in September 2020. He is currently contracted on a 30 hour per week basis. This contract has been ongoing since then and there is no immediate intention of an end date*".

33. Ms Purdie gave evidence, which I accept, that she was not aware of this letter at the time. I accept her evidence that Ms Cook would not have been aware of the trust's contractual and working arrangements with the claimant, and that she was not authorised to issue that letter. The trust's policies are that all requests for confirmation of employment such as this should go through the Temporary Staffing Office only.

34. On 14 December 2023 the claimant's engagement was terminated for reasons I need not go into for the purposes of this decision.

35. On 9 February 2024, a couple of months after the claimant ceased working for the respondent, an individual from the software company which ran the respondent payroll emailed Ms Purdie about the Direct Engagement process. In it this individual writes "*as discussed initially via Direct Engagement the worker becomes an employee of the organisation for the duration of the booking*". She explained how this mitigates VAT due on workers costs which in turn reduces the agency costs. Ms Purdie forwarded this email to Mr Williamson observing "*It appears that part of the agreement with using [the software company] engagement model is that the worker becomes an employee for the Trust for the period that they*

work". Ms Purdie observed that the claimant should be given an opportunity to submit a grievance.

The law

36. Section 230 Employment Rights Act 1996 ("ERA") provides:

> *(1) In this Act "employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.*
>
> *(2) In this Act "contract of employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.*
>
> *(3) In this Act "worker" (except in the phrases "shop worker" and "betting worker") means an individual who has entered into or works under (or, where the employment has ceased, worked under)—*
>
> > *(a) a contract of employment, or*
> >
> > *(b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual; and any reference to a worker's contract shall be construed accordingly.*
>
> *(4) In this Act "employer", in relation to an employee or a worker, means the person by whom the employee or worker is (or, where the employment has ceased, was) employed.*
>
> *(5) In this Act "employment"—*
>
> > *(a) in relation to an employee, means (except for the purposes of section 171) employment under a contract of employment, and*
> >
> > *(b) in relation to a worker, means employment under his contract; and "employed" shall be construed accordingly.*

37. Section 83 EqA sets out that employment means "*employment under a contract of employment, a contract of apprenticeship or a contract personally to do work*". The Supreme Court has held that the definition of an employee under the EqA is essentially the same as a worker under section 230(3)(b) of the ERA (*Pimlico Plumbers Ltd v Smith* [2018] IRLR 872 and *Uber BV and others v Aslam and others* [2021] IRLR 407).

38. In determining whether the claimant is a worker, the classic starting point is the test set out in *Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance* [1968] 2 QB 497:

"A contract of service exists if these three conditions are fulfilled (i) The servant agrees that in consideration of a wage or other remuneration he will provide his own work and skill in the performance of some service for his master. (ii) He agrees, expressly or impliedly, that in the performance of that service he will be subject to that other's control in a sufficient degree to make that other master. (iii) The other provisions of the contract are consistent with its being a contract of service…"

39. There is substantial case law on what amounts to an employment relationship under section 230(2) ERA (and its predecessors). In respect of tripartite agency working arrangements, the Court of Appeal in *Brook Street Bureau (UK) Ltd v Dacas* [2004] IRLR 358 held that in such cases a tribunal should consider the possibility of an implied contract with the end user. Sedley LJ was of the view that it passage of time could be a factor indicating the necessity of such an implied contract.

40. After *Dacas* the case of *James v. London Borough of Greenwich* [2007] IRLR 168 came before the EAT. Elias J made various observations about tripartite agency arrangements at paragraphs 53 to 61 of his judgment. He observed that, whereas in casual worker cases, the focus is on whether there is an "irreducible minimum of mutual obligations" to establish a contract, in agency arrangements, the issue is whether the actual working relationship is inconsistent with the agency arrangements, thereby necessitating an implied contract. He observed that where agency arrangements are genuine and accurately reflect the working relationship there is no necessity to imply a contract. Tribunals should only imply a contract if the conduct of the parties shows that the agency arrangement no longer reflects the reality. Elias J disagreed with Sedley LJ's view that long-term arrangements alone justify an implied contract. The long-term arrangements and continuity may be due to convenience not a legal obligation. Something more is needed to override the tripartite structure. He further observed that where agency arrangements are layered over an existing employment relationship, tribunals may find that the original contract persists. The EAT held that it was not necessary to imply a contract of employment with the end user in that case.

41. In the Court of Appeal, *James v. London Borough of Greenwich* [2008] IRLR 302, the decision of the EAT was affirmed and Elias J's observations were endorsed. It is only necessary to imply a contract between an agency worker and then end user if it is necessary to give business efficacy to the relationship. While mutuality of obligation is essential in a contract of employment, it is not determinative in agency worker cases where the issue is whether the contract exists at all. Courts are cautious in implying contracts in agency arrangements unless the facts demanded. The Court of Appeal observed that *Dacas* only suggested the *possibility* of an implied contract.

42. The parties also referred me to the subsequently decided cases of *Autoclenz Ltd v Belcher* [2011] UKSC 41 in which the Supreme Court held that it was not necessary for a party to establish that contractual arrangements were a sham for those terms to be disregarded; the question

was whether the terms reflected the true arrangements. Furthermore in *Uber BV v Aslam* [2021] UKSC 5 the Supreme Court held, among other things, that employment status is a statutory not contractual matter.

Conclusions

Agency period

43. It became clear during the course of the hearing, and in particular due towards the way the parties submissions were developed, that the critical first question was whether or not there was a contract in existence between the claimant and the respondent. It also became clear that the question was whether it was necessary to imply a contract.

44. The claimant accepted that there was no express contract between him and the respondent. Further, it was clear that there were express written contractual arrangements between the claimant and Global, the claimant and Workr, the claimant and Crest and between the respondent and Global.

45. As I have said before, the claimant is an intelligent and articulate man who sought the advice of friends when contemplating his working arrangements. That said, I accept his evidence to me that he did not find the whole situation easy to follow or understand. However, he was provided with documentation by Globe which set out various options for his contractual arrangements. It was clear that he entered into an express written contract of employment with both Workr, and subsequently with Crest. This arrangement was not overlaid onto an existing contractual arrangement between the claimant and the respondent, and he at no stage subsequently sought or asserted that he was in a contractual relationship with the respondent.

46. The documents reflected the reality of the situation. The agency introduced the claimant to the respondent, managed the arrangement and supplied the claimant to the trust on a series of engagements. When the umbrella company came onto the scene it supplied the claimant to an agency which supplied him to the trust. These arrangements were all consistent with the contractual documentation between the parties. I would observe that these are very common arrangements, especially in the healthcare and in other sectors. It is right to say that this state of affairs persisted over an extended period. However, as *James* makes clear, the length of time an individual works for an end user does not convert the relationship into one of employment as against the end-user.

47. There is nothing from which I conclude that it was necessary to imply a contract of any kind between the claimant and the respondent as the end user of a tripartite (or for party when the umbrella companies came on the scene) agency arrangement. The arrangement between the parties was a classic agency arrangement and the contractual position between the parties adequately explains their relationships. It reflects the reality of the position. I would also observe that the substantial integration of the claimant within the end user organisation is not something which necessitates the implication of a contract between the claimant and the respondent. I would

further observe that integration within the respondent's organisation is understandable and even desirable in a heavily regulated healthcare sector.

48. A contract is a prerequisite for a determination of either worker status under the ERA, or employment status under either the ERA or the EqA. As I have determined that it is not necessary to imply such a contract, it follows that my conclusion is that the claimant was neither a worker nor an employee under either of these statutes.

Direct engagement

49. The respondent accepts that the claimant was a worker under the ERA, and an employee under the EqA for the direct engagement period.

50. The situation is that nothing changed in the arrangement between the various parties to the various agreements apart from the provision of direct payment from the respondent to the claimant during this period. I questioned Mr Adjei as to the respondent's view of the contractual position which led to this concession. He had no instructions, and was not able categorically to set out what the contractual arrangement was, but maintained the concession. It may be that the existence of direct payment between the respondent and the claimant pointed towards the existence of a contract.

51. The main plank of the respondent's position was that regardless of this, there was no mutuality of obligation between the claimant and the respondent. He was supplied by the agency for various assignments. The documentation between [258-260] shows an assignment between 1 July 2023 to 31 December 2023 comprising of 129 shifts.

52. My conclusion is that at no time either prior to July 2023 or post July 2023 was there any obligation on the respondent to offer the claimant work. The contractual documentation, which reflected the reality of the situation, was that the respondent was not under any obligation to offer shift assignments and the claimant was under no obligation to carry them out. If at any time the respondent had no need for a locum sonographer, or no need for the claimant's services specifically, the respondent could have simply cancelled the booking with Globe. Similarly, if at any time the claimant did not wish to provide his labour to the respondent he could have withdrawn from the assignments.

53. The claimant gave evidence that he felt himself under an obligation to work. There is no doubt that he may have felt a sense of obligations due to his professionalism, his need to earn money, his desire not to let the respondent down and to render reliable work so that more work would be offered to him. These are very understandable "obligations". But these "obligations" do not arise out of the relationship between the parties but are external to them. They arose from the claimant's own, entirely understandable, circumstances.

54. I note the reference in the Direct Engagement Confirmation of Assignment to the claimant being employed by the respondent [263]. I observe,

however, that this was a document created by Globe, and is an arrangement not reflected in the respondent's own documentation, in which they describe him as a "*worker*" [260] and an "*off payroll worker via Direct Engagement for your agency role*" [290]. I also note the software company's observation that a contract of employment was created, which Ms Purdie passed on to a colleague. This was well after the period in question and does not in of itself create a legal relationship. It is not a position that the respondent maintains. I also do not consider that the letter supplied for mortgage purposes by someone within the trust who would not have known contractual position, and which she was not authorised to provide, is indicative of a legal position.

55. Without any mutuality of obligations I do not find that a contract of employment existed between the claimant and the respondent.

56. I accept the respondent's concession that the claimant was a worker under section 230 ERA, and an employee under section 83 EqA.

Approved by:

Employment Judge Heath

20 June 2025

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/