

Neutral Citation Number: [2025] EAT 202

Case No: EA-2023-000051-TH

EMPLOYMENT APPEAL TRIBUNAL

Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 2 December 2025

Before :

HIS HONOUR JUDGE SHANKS

Between :

MR F AMEDZO

Appellant

- and -

BIDVEST NOONAN (UK) LIMITED

Respondent

Mr F Amedzo the **Appellant** appeared in person
Mr Matthew Bignell (instructed by Fieldfisher LLP) for the **Respondent**

Hearing date: 2 December 2025

JUDGMENT

SUMMARY

UNFAIR DISMISSAL

The claimant resigned claiming unfair constructive dismissal based on the respondent employer's failure to deal properly with a grievance he had raised. The ET rejected his claim on the basis that there was no relevant breach of contract by the respondent in the way the grievance had been handled.

His appeal to the EAT was rejected as he had identified no error of law by the ET.

HIS HONOUR JUDGE SHANKS:

1. This is an appeal by Mr Amedzo, against a judgment of EJ Anderson in the London Central Employment Tribunal, rejecting his claim of unfair constructive dismissal against his employer, Bidvest Noonan (UK) Limited.
2. The judgment and reasons were issued on 16 December 2022, following a two-day remote hearing. Mr Amedzo's Notice of Appeal was technically out of time. But HHJ James Tayler extended time on 20 September 2024 on an appeal from a Registrar's Order.
3. The substantive appeal was sifted by John Bowers KC on 1 October 2024. He allowed it to proceed in relation to three paragraphs in the Notice of Appeal: 10, 11 and 17. He primarily focused on paragraph 10 and said (in a paragraph in his sift decision) that paragraphs 11 and 17 in the Notice of Appeal went with paragraph 10.
4. The appeal now comes on for hearing, nearly three years after the Employment Tribunal decision.
5. Mr Amedzo has represented himself today with determination and dignity. As at the hearing below, the Respondent is represented by Mr Bignell, of Counsel.

The facts

6. Mr Amedzo worked a security officer assigned to the Crown Estate from April 2002. The relevant contract transferred to the Respondent company, and his employment transferred with it under TUPE, on 1 August 2021. He told me in the course of the hearing that this was, I think, the sixth TUPE transfer that he had been subjected to in the course of his employment. He resigned on 13 June 2022, claiming that he had been constructively dismissed.
7. The relevant history went back to 22 November 2019, when he attended an investigation

meeting to discuss absenteeism concerns with a Gavin Gilbert, who was the Security Contract Manager. Following a year of inactivity in relation to that, and a meeting on 10 November 2020 between him and Mr Gilbert, Mr Gilbert emailed the Claimant, on 13 November 2020, stating as follows:

“As discussed, I revisited this with HR. To be put simply, this was not concluded or assigned to a senior manager for review. Insofar, the duration of time elapsed since the original meeting renders the investigation as defunct. Therefore, this investigation is officially closed. No further action.”

8. The Claimant’s position was that Mr Gilbert was saying in this email that it was HR who had decided to close the investigation and that that statement was untrue. The Employment Judge did not read it that way and I am bound to say that I do not read it that way either, and I am told that the Claimant admitted, in the course of evidence, that the email was, in fact, silent as to who had made the decision to close the investigation.

9. That was November 2020. The next relevant event was 11 September 2021, when apparently the Claimant was absent, and he was invited to an absence review meeting, on 20 September 2021. The meeting was chaired by a Joe Boyle. The Claimant refused to participate in the meeting with Mr Boyle, on the grounds that Mr Boyle was not “a manager”, as required by the company policy. He was, in fact, invited to a further meeting, on 21 September 2021, with Mr Gilbert.

10. On 27 September 2021, Mr Gilbert wrote to him, saying that he was issuing him with an informal verbal warning, presumably in relation to his absence on 11 September 2021.

11. On 14 October 2021, that warning was rescinded by a Mr Eltayib. Mr Eltayib apologised for the warning being issued at (or following) a meeting that he had with the Claimant on 11 October 2021.

12. The Claimant’s evidence was that Mr Eltayib, in the course of that meeting, told him that he

(Eltayib) had been assigned to deal with the 2019 issue about attendance, but that he (Eltayib) had lost oversight of the matter over the year. It may be that this is what caused the Claimant to doubt the contents of the email from Mr Gilbert, sent on 13 November 2020.

13. The next relevant date is January 2022. On 4 and 5 January, it appears that the Claimant and Mr Gilbert had a disagreement over reasons for staff shortages.

14. On 11 January 2022, the Claimant raised a grievance against Mr Gilbert. He accused Mr Gilbert of fraud in relation to his email of 13 November 2020, in claiming that HR had decided to close the 2019 investigation. A Mr Hardy-Wallace was appointed as Grievance Manager. He rejected the grievance, on the basis that he was not satisfied, either to the civil or criminal standard, that Mr Gilbert was guilty of fraud. He noted that Mr Gilbert had made no gain from any of this, and that there was no loss to the Claimant resulting from the email of 13 November 2020. He decided, in the course of his investigation, that he did not need to speak to Mr Gilbert.

15. The Claimant appealed on 1 April 2022. The appeal was heard on 5 May 2022, by a Mr Evans. Mr Evans rejected the appeal on 30 May 2022 and the Claimant resigned on 13 June 2022. He cited in his resignation “the employer’s failure to *‘thoroughly investigate grievance whose outcome is fraught with procedural irregularity and bias farfetched from HR industry standards in practice in handling / managing grievance’*”. Those words are quoted by the Tribunal at paragraph 32 in the judgment and the Tribunal go on: “He said he considered himself to be constructively dismissed.”

16. The Claimant raised a number of objections to the grievance procedure. Of relevance to this appeal, he said that Mr Evans, who dealt with the appeal, was junior to Mr Hardy-Wallace, who had dealt with the grievance originally. He brought a claim for unfair constructive dismissal, as I have said, and that was rejected by the Tribunal, and the summary of the Judge’s reasons is at paragraphs 47 and 48 of the judgment, where EJ Anderson says this:

“47. The claimant said that the grievance process was fraught with procedural irregularity and bias. I have set out my findings on the conduct of the grievance process above. I have found no evidence of either procedural irregularity or bias. I do not find that there was any breach of trust and confidence in the way in which the grievance procedure was conducted.

48. As I have found that the respondent did not breach the implied term of trust and confidence, there is no need for me to go on to consider affirmation or whether the claimant resigned in response to the breaches he alleged.”

Then at paragraph 49, the Judge says:

“49. The claimant’s case of constructive unfair dismissal is dismissed.”

The grounds of appeal

17. As I indicated, the appeals proceeded in relation to three paragraphs which were identified by John Bowers KC. I take paragraph 11 first, because it is of a general nature. Paragraph 11 says this:

“The judge erred in that, according to *Bracebridge Engineering Ltd v Darby* [1990] IRLR 3 EAT, a failure to seriously consider a genuine grievance or to operate an ineffective grievance procedure could be grounds for constructive dismissal.”

18. I see no reason to doubt the proposition of law as put forward by Mr Amedzo, and it reflects what is said in the **Bracebridge Engineering v Darby** company case. But I stress the word “could”. It is not every failure to operate the grievance procedure properly that is going to justify a resignation, such that an employee can claim constructive dismissal. Furthermore, I do not see any basis in this case for any suggestion that the Employment Judge was not conscious of that general proposition or misapplied the law in this respect. He considered the complaints about the way the grievance was run in detail, in particular at paragraph 31, and reached the overall conclusions that I have set out at paragraphs 47 to 49 of his judgment.

19. In the course of his submissions, Mr Amedzo raised – in the context of dealing with paragraph 11 of the Notice of Appeal – the fact that Mr Hardy-Wallace did not speak to Mr Gilbert

in the course of investigating the grievance. I am satisfied that this was not a point that was open to him on the appeal, under paragraph 11, and it was notable that there were some paragraphs dealing with Mr Hardy-Wallace and Mr Gilbert, which John Bowers KC did not allow through.

20. He also, in the course of his submissions on his paragraph 11, complained that Mr Evans had not spoken to Mr Gilbert. That was also not a ground of appeal. Furthermore, the Employment Judge, in fact, made a finding of fact, at paragraph 29 in her decision, that Mr Evans did speak to Mr Gilbert. That finding was simply not open to challenge on an appeal limited to a question of law. I have no doubt that for genuine reasons Mr Amedzo considers that finding of fact to be wrong. But as I understand it, it was the evidence of Mr Evans that he did speak to Mr Gilbert and that was the finding of the Tribunal.

21. So that is paragraph 11, which does not seem to me to give rise to any appeal that will succeed.

22. The next relevant paragraph from the Notice of Appeal is paragraph 17, where the following is said:

“The Judge erred in reasoning in judgment, paras 15 and 44, about the meeting held with Joe Boyle on 20 September 2021. Joe Boyle is a senior supervisor, whose role, or rather operational support officer, and do not qualify as a manager. In the final hearing bundle, the Judge's assertion by reason that on the organisational chart, Joe Boyle is above me and qualifies in the role to conduct the said meeting is misleading.”

Then there is a reference to another page in the bundle, under the heading, “Informal meeting and the company staff policy document”, it is expressly written and states:

“The informal procedure will be applicable to both short-term and long-term absence and an informal meeting will be held between the manager and a colleague.”

So that is paragraph 17 in the Notice of Appeal.

23. The point in relation to Mr Boyle was dealt with in the judgment, at paragraphs 15 and 44,

and at paragraph 15, the Judge refers to the organisational chart, and says:

“15. ...it shows that Mr Boyle was senior to the claimant and in the next level up...in the line management chain. I find that Mr Boyle was a manager of the claimant for the purposes of the sickness absence policy and had authority to conduct an informal absence meeting under that policy.”

Then at paragraph 44, the Judge says:

“44. If the claimant relies on the meeting with Joe Boyle on 20 September 2021 as a breach of trust and confidence, I do not accept that it is a breach. I have found that it was within the respondent’s policy for Mr Boyle to conduct that meeting.”

24. I am afraid that the finding as to Mr Boyle’s capacity is clearly a finding of fact by the Employment Judge, which is not open to challenge on this appeal, and it is certainly not a finding that is perverse. So on those grounds, it does not seem to me that paragraph 17 in the Notice of Appeal gets the Claimant anywhere.

25. But in any event, I am quite unable to see how this point was material to any decision the Employment Tribunal had to make. The meeting with Mr Boyle was on 20 September 2021. The Claimant refused to participate. A second meeting was arranged with Mr Gilbert the following day. It is right that the meeting with Mr Gilbert led on to the warning, that was then withdrawn by Mr Eltayib, and so on, and so on. But the fact that Mr Boyle was assigned to the original meeting does not seem to me to have led to any relevant prejudice at all, since the very next day, Mr Gilbert was assigned to the meeting.

26. Furthermore, it is Mr Amedzo’s position today – although it is not clear what the evidential position was – that, in fact, there was an apology for originally assigning Mr Boyle to the meeting. In any event, the fact that Mr Boyle was assigned to the meeting clearly caused no prejudice to Mr Amedzo and had no causative effect in relation to his ultimate resignation, and so I really cannot see why it was material.

27. That brings me then to paragraph 10 in the Notice of Appeal, which says this:

“10. In the judgment at paragraph 31(e), it was a fact Mr Evans, Appeal Hearing Manager, was a junior by appointment to Tim Hardy-Wallace as established. The judgment reasoning was problematic because assigning both the initial Grievance Hearing Manager, Tim Wallace, and the Appeal Hearing Manager, Dilwyn Evans, on the matter, was done at the behest of the HR, hence the responsibility of due diligence on who is senior or junior was not carried out properly by the HR, who received both initial grievance and appeal hearings. According to ACAS, the person who hears your appeal and carries out any further investigation should not have been previously involved in your case and should be more senior than anyone who carried out any part of your case previously.”

So that is the complaint in relation to Mr Evans being unsuitable for taking the appeal. That is dealt with at paragraph 31(e) of the judgment, and the Employment Judge said this under the heading “The complaint that Mr Evans was junior to Mr Hardy-Wallace.”

“Mr Hardy-Wallace and Mr Evans are both managers of a seniority four levels above the claimant. Neither of them knew the claimant or Mr Gilbert. I find that they were both appropriate managers to hear the grievance and the appeal. I find that the fact that Mr Evans was more recently appointed to his role than Mr Hardy-Wallace is irrelevant to whether it was appropriate for him to conduct the appeal.”

28. I am bound to say, I wholly endorse the notion that the date of appointment can have no relevance to any of it. The complaint was that Mr Evans was junior to Mr Hardy-Wallace. The Employment Judge found as a fact that they were both managers at the same level, and that really disposed of the point.

29. However, ACAS is raised in the Notice of Appeal. As far as I am aware, the ACAS Code was not relied on at the Employment Tribunal hearing. But in any event, the Code itself says nothing about the seniority of any manager who deals with an appeal. It simply says the appeal should be dealt with impartially and by a manager who has not previously been involved. So I certainly cannot see any breach of the ACAS Code. There is a statement in another ACAS document that ideally it

should be someone more senior but that is clearly something that is to be strived for in an ideal world.

30. Looking at it all, I cannot see that there was any breach at all of the ACAS Code, and, in any event, a breach of the ACAS Code is not determinative of anything, certainly not the issue of whether there has been a breach of the implied term of trust and confidence.

31. It seems to me that the finding at paragraph 31(e), along with the general finding at paragraph 47, are findings of fact, which are determinative on the point about Mr Evans being an inappropriate manager to hear an appeal.

Disposal

32. Standing back from all this, I can see that there must have been some animosity or differences between Mr Amedzo and Mr Gilbert, that they led ultimately to his grievance, and that he still considers his grievance to have some validity. But the fact is that the Employment Judge decided, as a matter of fact, that there was no breach of contract by the Respondents such that the Claimant was entitled to resign and claim constructive dismissal, and that decision was not based on any error of law that I am aware of and was certainly not perverse.

33. So I am afraid, the appeal is dismissed.