



# EMPLOYMENT TRIBUNALS

**Claimant:** Stuart Boyce

**Respondent:** Micro Focus Software UK Ltd

**Heard at:** Cardiff ET by video  
**On:** 10,11,12 November 2025

**Before:** EJ W Brady  
Tribunal Member B Roberts  
Tribunal Member R Lewis

## Representation

**Claimant:** In Person  
**Respondent:** Ms Robertson (Counsel)

# JUDGMENT

1. **The Claimant's claim for Direct Disability Discrimination is not well-founded and is dismissed.**
2. **The Claimant's claim for Discrimination arising from Disability is not well-founded and is dismissed.**
3. **The Claimant's claim for Harassment related to Disability is not well-founded and is dismissed.**

# REASONS

## Background

1. The Claimant was employed by LA International Computer Consultants Limited and supplied, as an agency worker to the Respondent a company that provides IT services to end users, as a SAM analyst from 03/07/2023 - 30/11/2024. Early conciliation started on 08/01/2025 and ended on 19/02/2025. The claim form was presented on 18/03/2025. The Claimant has Tourette's Syndrome which both parties accept is a disability as defined in section 6 of the Equality Act 2010.
2. The Claimant made the following complaints:
  - 2.1 Direct Disability discrimination (section 13 Equality Act 2010).

2.2 Discrimination arising from disability (section 15 Equality Act 2010).

2.3 Harassment related to disability (section 41 of the Equality Act 2010).

### **Preliminary Issues.**

3. At the beginning of the hearing, the Respondent made an application to adduce an additional statement from Mr Steven Gough, additional WhatsApp messages and "door data". There was also an application to keep the contractor's name anonymous, which was not objected to by the Claimant. The contractor is not a party to the proceedings, the Tribunal agreed that under Rule 49 the name of the Contractor should not be referred to in this case.
4. The application to adduce additional evidence was objected to by the Claimant. The Respondent argued that the late disclosure was necessary in view of a late amendment that was made to the statement of Mr Bedia and which was received by the Respondent on 27<sup>th</sup> October 2025. The Tribunal decided that it was in the interests of justice to allow the additional evidence.
5. The Claimant called one witness, Mr Bedia. The Respondent called 5 witnesses. There was a 572 page bundle.

### **Findings of Facts**

6. Both parties agree that there were two aspects to the SAM Analyst role, the first is "low side" work which did not require a high level of security clearance. The second is "high side" work which did require a high level of security clearance.
7. The Claimant's contract commenced on 3<sup>rd</sup> July 2023. The Claimant, in his oral evidence, remembered telling Mr Conway about his condition of Tourette's at his interview. Mr Conway did not recall that, but the Tribunal found that in any event, both Mr Conway and Mr Nick Morley were aware that the Claimant had Tourette's syndrome at the meeting in Reading on 4<sup>th</sup> July 2023.
8. On 11 March 2024 the Claimant emailed Keith Conway Lead Consultant at the Respondent to inform him that he did not wish to proceed with the higher security clearance process. The Claimant explained that his medical condition was proving difficult to manage and that working from home allowed him to manage his medical condition as best as he could. He further explained that he felt that the requirement to attend the office for 3 days a week to carry out the high side work, would have a detrimental effect on his health. Mr Conway replied and expressed his disappointment, saying that getting cleared would have given him a wider remit of more interesting work, and he kept Mr Boyce on the waiting list for high

clearance vetting. Mr Conway also offered to put Mr Boyce in touch with one of the customer's inclusion champions who would be able to introduce him to a team of people that already work on the customer's site with similar conditions. He offered to put him in contact with the champions on a number of occasions, but the Claimant said he would think about it but did not pursue the offer.

9. All the witnesses agreed that the Claimant's quality of work – was excellent. Mr Keith Conway said that he would not hesitate to recommend him for an extension to the contract and that he was a "lovely guy with good and exceptional work ethics"
10. Mr Conway hoped that Mr Boyce would be kept on and gave him assurances that he was hopeful that it would happen,.
11. The "low side" work had built up prior to the Covid-19 pandemic, by mid-July 2024, however the work had reached a manageable level so that it could be managed by those employees working on high side.
12. There was also a significant change in the Respondent's customer's asset management and finance systems in late 2024, which meant that the work went from 60 percent low side and 40 percent high side to 20 percent low side and 80 percent high side. This meant that the demand for low side work was no longer at the level that it was when the Claimant's contract had begun.
13. The customer system changed. It meant that individuals in the queue for high level security clearance were reset to zero. The Claimant went from being 300 plus days in the queue and having a reasonably high possibility of gaining a slot imminently to starting from scratch and realistically being at least 18 months away from the high-level vetting.
14. During the month of October, a resourcing meeting was held. During the meeting Mr Conway raised the proposal to terminate the engagement of both Mr Boyce and the other contractor. Due to the reduction in low side tickets and the customer system changes it was decided not to renew the contracts of Mr Boyce and the contractor because neither had passed the higher-level vetting and so there was insufficient work on the low side.
15. On 25<sup>th</sup> October 2024, Mr Boyce heard that his fellow contractor's contract was not going to be renewed and he became concerned about the renewal of his own contract.
16. On 29<sup>th</sup> October 2024, the Claimant spoke to his colleague, Mr Bedia, who then told him that around the time of the July training, he had heard Mr Gough say, "Why on earth did Keith hire Stuart? How can we have someone like that work on site with his tattoos and constantly making noises. What would it make us look like as a team?".
17. The same day, the Claimant spoke to Mr Conway. Mr Conway telephoned the Claimant to explain that his contract was not going to be extended and the reasons why. The Claimant was upset and angry during the telephone call.

18. During the telephone call with Mr Conway, the Claimant offered to do the high side clearance, but was told that it was then too late because the decision had been made.
19. The following day, the Claimant sent WhatsApp messages to Mr Conway, to apologise for his behaviour but he did not reiterate the offer of going through the high level clearance.
20. Mr Conway's work with the Respondent finished on 29<sup>th</sup> October and the contract terminated on 30<sup>th</sup> November 2024.
21. There was a linked-in job advertised after the Claimant's contract had ended. The Tribunal accept the evidence of the witnesses that this position was available for someone who was employed as a permanent employee and able and willing to complete the high side security clearance. There was enough work within the company for someone who was able to complete the high security clearance.

## **Law**

The Claimant brought the following claims under Equality Act 2010:

### **1. Direct Disability Discrimination.**

Section 13 (1) of the Equality Act 2010 (EQA) 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. For a claim to succeed it must be established that:

- a. The Respondent has treated that person less favourably than it treated or would treat others, and
- b. The difference in treatment is because of the protected characteristic relied upon.

### **2. Discrimination arising from Disability**

Section 15 (1) of the Equality Act 2010 (EQA) provides that a person (A) discriminates against a disabled person (B) if:

- a. A treats B unfavourably because of something arising in consequence of B's disability, and
- b. A cannot show that the treatment is a proportionate means of achieving a legitimate aim.
- c. Section 15(1) does not apply if the Respondent can establish that it was unaware that the claimant was disabled (in this case both parties accept that the Respondent was aware of the Claimant's disability)

In Secretary of State for Justice and anor v Dunn EAT 0234/16, the EAT identified the following four elements that must be made out in order for the claimant to succeed in a section 15

claim:

- a. There must be unfavourable treatment
- b. There must be something that arises in consequences of the Claimant's disability
- c. The unfavourable treatment must be because of (i.e, caused by) the something that arises in consequence of the disability, and
- d. The alleged discriminator cannot show that the unfavourable treatment is a proportionate means of achieving a legitimate aim.
- e. The alleged discriminator must (or should) have known of the Claimant's disability.

### **3. Harassment:**

Section 40(1)(a) EqA stipulates that an employer (A) must not, in relation to employment by A, harass a person (B) who is an employee of A's. "**Harassment**" is defined in S.26(1), which states that 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 violating B's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

**Disability** is one of the 'relevant protected characteristics' for the purposes of this provision — S.26(5).

### **Decision**

#### **List of issues:**

The list of issues were identified in the case management order of EJ Lloyd-Lawrie on 22<sup>nd</sup> May 2025.

1. The Respondent accepts that the Claimant had Tourette's Syndrome and that that is a disability as defined in section 6 of the Equality Act.

#### **2. Direct Disability Discrimination:**

2.1 The Tribunal find that the Respondent did fail to renew the contract of the Claimant.

2.2 Was that less favourable treatment? The Tribunal find that the Claimant was not treated worse than someone else was treated. We considered whether the claimant was treated worse than the fellow contractor who failed the high-level security check, whereas the

Claimant refused to go through the high-level security check. The Tribunal find that both contractors were treated in the same way, in that their contracts were not renewed and that the reason for this was because of the failure to go through the security check and not due to the Claimant's disability. The Claim for Direct Discrimination is therefore dismissed.

3. **Discrimination arising from disability:** The respondent did fail to renew the Claimant's contract. The Tribunal find that the Claimant's work was highly valued and that he was a well-respected colleague. The Tribunal find that the reasons given by the Respondent for failing to renew the contract are accurate, ie that there was reduction in the low side work available, that the Claimant had been unwilling to go through the high side security clearance and then that the resetting of the queuing system for high side clearance meant that he was unlikely to get such clearance for a period of 18 months.
4. The Tribunal therefore find that the reason for dismissing the Claimant did not arise in consequence of the Claimant's disability, such as making noises in meetings. The Claimant's claim for Discrimination arising out of disability is dismissed.
5. **Harassment:** The Tribunal firstly considered whether or not Stephen Gough said the words outlined in paragraph 4.1 of the List of Issues: "Why on earth did Keith hire Stuart? How can we have *someone like that work on site with his tattoos and constantly making noises. What would it make us look like as a team*". Initially, the Claimant's case was that this statement was made to Mr Bedia at the training event in Cheltenham. In his statement dated, 16 October 2025, Mr Bedia stated that this comment was heard around a week after the July workshop, then in his amended statement dated 24 October 2025, Mr Bedia stated that "I am not 100% certain if it was specifically a week or a certain number of days after the workshop. What I do recall is that the remarks were made the very next time I saw Stephen Gough following the workshop".
6. The Respondent produced evidence, and Mr Bedia accepted that following the workshop, due to sickness leave, Mr Bedia did not return to the office until approximately 8<sup>th</sup> August 2024. No explanation was given as to why Mr Gough was discussing the Claimant's appearance at the July meeting, in August 2024, some 6 weeks after the incident, when Mr Bedia returned to the office.
7. The Tribunal considered the investigative notes made by Ms Jiage and the fact that Mr Gough said his first impression of the Claimant was that "he was slanting in his chair, making low grunting noise and

looked like he came from a night out.” The Tribunal considered the similarities between this and the statement from Mr Bedia and noted that there are differences in the 2 statements. In particular, Mr Gough did not refer to “tattoos” when asked about the Claimant’s appearance by Ms Jiagge, and the Tribunal accepted Mr Gough’s evidence that as a former member of the Royal Navy, he does not find tattoos unacceptable, and therefore it was unlikely that Mr Gough would have made a comment about tattoos. Mr Gough volunteered his opinions to the investigation when asked but was consistent in his account that he had not said the words that Mr Bedia had reported, either in the meeting or in the office. His account has now been supported by the door data and the sickness record of Mr Bedia.

8. Mr Gough has been consistent in his account saying that that conversation did not take place. The evidence produced by the Respondent shows that Mr Bedia was not in the office for at least a month after the July meeting. Mr Bedia’s memory of when the conversation took place is unclear. Although he stated that the words were definitely said, the Tribunal found that Mr Bedia’s inability to consistently recollect when and where they were said undermines his account.
9. The Tribunal, having considered all of the evidence, concluded that the inconsistencies in the account of Mr Bedia and the absence from the office in the time following the incident means that we were unable to find on a balance of probabilities that the statement as reported by Mr Bedia was made by Mr Gough. Therefore, the claim for harassment is also dismissed.

Approved by:

**Employment Judge  
W Brady**

**28 November 2025**

JUDGMENT SENT TO THE PARTIES ON

15 December 2025

Miriam Drake  
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/](http://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/)