



EMPLOYMENT TRIBUNALS

Claimant: Mrs Janice White

Respondent: Time Health Limited

Heard at: London South

On: 5th, 6th, 7th and 8th
January 2026

Before: Employment Judge Tueje

REPRESENTATION:

Claimant: Represented by her husband, Mr A White

Respondent: Ms English (Senior Litigation Consultant)

WRITTEN REASONS

Introduction

1. The Respondent requested written reasons under Rule 60 of the Employment Tribunals Rules of Procedure 2024.
2. The Tribunal's reasons are set out below, which, except for some editing and refining, reproduce the decision and reasons that were announced orally at the hearing on 8th January 2026.

Background

3. These claims were heard at the same time as claim numbers 2304582/2024 and 2304586/2024.
4. The claims relate to the Claimant's selection for redundancy by the Respondent, which took effect from 2nd April 2024.

5. The Respondent is a small business employing approximately 24 employees at the material time. Mrs Tether-Jenkins, alongside her other responsibilities, had conduct of the Respondent's human resources matters. Mr Armstrong was the Operations Manager, and Mr Hawes was the line manager of the production team.
6. The Claimant was employed by the Respondent as a warehouse and production operative from 31st August 2022 until 2nd April 2024. The Claimant's husband was also employed as a order processing operative from 26th July 2021 until 2nd April 2024. They both worked in the production team, which was the largest team within the business and was responsible for producing products, some of which were sold through the Amazon platform.
7. The Claimant states that she is disabled as a result of being diagnosed with arthritis in both hands.
8. In her witness statement, the Claimant states that in around March 2023 she complained to the Respondent that another employee, Alix Taylor, made homophobic comments. As a result of her complaint about him, the Respondent considered that she disliked him. The Claimant considers the Respondent also perceived that Mr White disliked Mr Taylor because the Claimant allegedly disliked him.
9. On or around 29 January 2024, the Respondent was notified by Amazon that 20 of the Respondent's top selling products were to be withdrawn from the platform. The Respondent's evidence on this point was not challenged, and the notifications from Amazon are in the bundle.
10. Following receipt of the Amazon notification, Mrs Tether-Jenkins discussed the situation with the management team. As an initial response, non-essential overtime was withdrawn. The Respondent also sought advice from its business consultants, a process that Mrs Tether-Jenkins described as "number-crunching". The consultants advised the Respondent that two redundancies were required in order for the business to withstand the immediate impact of the product withdrawals and potential future uncertainty.
11. Various alternatives were considered by the Respondent, including reducing employees' working hours and seeking volunteers for redundancy. Reducing hours was discounted on the basis that it would have reduced pay to unacceptable levels, and voluntary redundancy was discounted because the Respondent wished to retain the skills required for the business to continue.
12. Mrs Tether-Jenkins states she took advice from ACAS regarding, amongst other matters, redundancy selection. She was advised that selecting the last-in-first-out was ill-advised, that using a skills matrix was acceptable. She was also advised that if three or more employees scored equally lowest on the skills matrix, in those

circumstances, sickness absence and disciplinary records could properly be taken into account to select the two required for redundancies.

13. On 5 March 2024, a meeting took place with members of the production team. At that meeting, employees were informed for the first time that two redundancies were required and that selection would be undertaken using a skills matrix. Employees were offered a choice between a seven-day consultation period and a shortened 24-hour consultation period. The option of a 24-hour period was subject to unanimous agreement by an open vote, and all those present, including the Claimant, voted in favour of the shortened period.
14. Employees were told they could speak to Mrs Tether-Jenkins during the day as she would remain onsite, or contact her by telephone that evening. Mr Munnery, a member of the production team, spoke with Mrs Tether-Jenkins, and offered to accept voluntary redundancy.
15. The selection pool for the redundancies was the production team. A skills matrix was prepared by Mr Armstrong based on the skills required for their work and used for accreditation purposes. Mr Hawes, who had detailed knowledge of the skills and performance of team members, provided Mr Armstrong with the relevant information about performance. Mr Armstrong used the information from Mr Hawes to decide on a score for each team member. Mrs Tether-Jenkins checked the total scores were accurate.
16. The scores achieved using the skills matrix is in the hearing bundle. It identifies the Claimant and Mr White as the two lowest scorers.
17. In the evening of 5th March 2024, the Mr White texted Mrs Tether-Jenkins asking if he could be told immediately whether he and/or the Claimant were amongst those selected for redundancy, because they were finding it too stressful to wait to receive the results the next day. Mrs Tether-Jenkins responded that they had both been selected for redundancy.
18. The Claimant's employment was terminated by reason of redundancy, with an effective from 2nd April 2024.
19. At the time of dismissal, the Respondent paid notice pay, claiming it paid 28 days, although the Claimant maintains she was paid for 27 days, but was actually entitled to one month's notice. Therefore there was a dispute as to whether the amount paid to the Claimant was correct, and whether the period in respect of which the payment was made was correct. The Respondent relied on signed contracts providing for four weeks' notice, whereas the Claimant relied on unsigned documents providing for one month's notice.

20. The Claimant also brought claims of discrimination arising from disability and direct marriage discrimination. The latter is described in her witness statement as discrimination by association to her husband, Mr White.
21. Early conciliation began on 9th April 2024 and ended on 9th May 2024. The claim was presented on 27th May 2024. In a case management order dated 27th May 2025 the Tribunal decided the Claimant's and Mr White's claims would be heard together.
22. The Tribunal was provided with an 889-page hearing bundle and a 51-page supplementary bundle.
23. The Claimant gave oral evidence at the final hearing. However, her oral evidence was incomplete. Her cross examination began on (10th January 2026). After becoming anxious while giving evidence, we briefly adjourned the hearing so that she could take a break. When she returned after the break, she felt too unwell to continue. That remained the case after we took an early lunch break. We dealt with other matters that afternoon, and when we resumed the next day, the Claimant still felt unable to resume her cross examination.
24. The following witnesses gave evidence on behalf of the Respondent:
 - 24.1 Mrs Tether-Jenkins, HR Manager;
 - 24.2 Mr Munnery, production engineer/supervisor;
 - 24.3 Mr Hawes, production manager; and
 - 24.4 Ms Wheeler, a production operative.

The Legal Framework

The Equality Act

25. The Equality Act 2010 sets out the legislative provisions relevant to the complaints of discrimination. An explanation of the Act's provisions are contained in the Employment statutory code of practice published by the Equality and Human Rights Commission (the "Code"), which is a tool to assist tribunals when interpreting the law.
26. Section 4 of the Act lists the protected characteristics covered by its provisions, which includes disability and marriage and civil partnership.

Direct Discrimination

27. Section 18(1) of the Equality Act 2010 states:

A person has the protected characteristic of marriage and civil partnership if the person is married or is a civil partner.

28. Under section 13(1) of the Equality Act 2010 direct discrimination takes place where a person treats the claimant less favourably because of a protected characteristic than that person treats or would treat others. Under section 23(1), when a comparison is made, there must be no material difference between the circumstances relating to each case.
29. Ordinarily, it is appropriate for a tribunal to consider whether the claimant received less favourable treatment than the appropriate comparator, then consider whether the less favourable treatment was because of the protected characteristic. However, in some cases, for example where a hypothetical comparator is used, the reason why the claimant was treated as she was would be considered first (see *Shamoon v Chief Constable of Royal Ulster Constabulary* [2003] IRLR 285).
30. Decisions are frequently reached for more than one reason. Provided the protected characteristic or, in a victimisation claim, the protected act, had a significant influence on the outcome, discrimination is made out (see *Nagarajan v London Regional Transport* [1999] IRLR 572).
31. It is recognised that very little discrimination today is overt or even deliberate. Witnesses can even be unconsciously prejudiced.

Discrimination Arising From Disability (section 15)

32. By section 6(1) of the Equality Act:

A person (P) has a disability if-

- (a) *P has a physical or mental impairment, and*
- (b) *The impairment has a substantial and long-term adverse effect on P's ability to carry out normal day-to-day activities.*

33. Discrimination arising from disability is dealt with at section 15, which includes the following:

- “(1) *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.*
- (2) *Subsection (1) does not apply if A shows that A did not know, and could not reasonably have been expected to know, that B had the disability.”*

Burden of Proof

34. Section 136 of the Act deals with the burden of proof, and includes the following:

- (1) *This section applies to any proceedings relating to a contravention of this Act.*
 - (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.*
 - (4) *The reference to a contravention of this Act includes a reference to a breach of an equality clause or rule.*
35. Therefore, to determine whether the burden of proof has been discharged requires a two-fold test.
 36. Firstly, the claimant must establish, on the balance of probabilities, facts from which the inference could properly be drawn by the tribunal that, in the absence of any other explanation, an unlawful act was committed.
 37. If so, the second stage is engaged, which shifts the burden of proof to the Respondent who is required to prove on the balance of probabilities, that the treatment in question was in no sense whatsoever on the grounds of the claimant's protected characteristics.
 38. Guidelines on the burden of proof were set out by the Court of Appeal in *Igen v Wong [2005] IRLR 258*. At stage one, the burden is on the claimant, who must show there are primary facts from which the Tribunal could decide, in the absence of any other explanation, that there has been unlawful conduct. All that is needed at this stage are facts from which an inference of prohibited conduct is possible. At this stage of the test, the employer's explanation is disregarded.
 39. Once the claimant discharges the burden of proof it shifts to the Respondent to prove, on the balance of probabilities, that the treatment was in no sense whatsoever on the grounds of the protected characteristic.
 40. The Court of Appeal in *Madarassy v Nomura International plc [2007] ICR 867*, a case brought under the then Sex Discrimination Act 1975, states:

The burden of proof does not shift to the employer simply on the claimant establishing a difference in status (eg sex) and a difference in treatment. Those bare facts only indicate a possibility of discrimination. They are not, without more, sufficient material from which a tribunal "could conclude" that on the balance of probabilities, the Respondent had committed an unlawful act of discrimination.
 41. The following legal principles are relevant to the claim for breach of contract:
 - 41.1 The essential elements to create a binding contract of employment include

one party making a firm offer, which the other party accepts, and the terms of the contract must be sufficiently clear and certain.

- 41.2 An employee may bring a claim for breach of contract where their employer has breached the express and/or implied terms of their employment contract, and the breach is outstanding on the termination of employment.
- 41.3 Where an employee is dismissed, they are entitled to the notice period set out in their contract of employment, providing the contractual period is not less than the notice period at section 86 of the Employment Rights Act 1996.

Conclusions on the Issues

42. There are a number of claims brought by the Claimant. In summary:

42.1 The Claimant (and Mr White) brought the following claims:

- (i) a claim for breach of contract, relating to the failure to provide them with adequate contractual notice of termination;
- (ii) a claim of direct marriage discrimination; and
- (iii) claims of discrimination arising from disability, brought individually by each of them.

42.2 Mr White alone also brought the following claims:

- (i) a claim of unfair dismissal arising from redundancy; and
- (ii) a claim for failure to pay holiday pay.

43. Although there are multiple claims, they all arise from the same factual matrix, namely the redundancies of the Claimant and Mr White and matters flowing from those redundancies, including notice entitlement and the decisions taken in relation to redundancy selection.

44. Although the Tribunal has directed that the Claimant and Mr White's claims should be heard together, the judgments in respect of each claimant were issued separately, and the written reasons have also been produced separately. However, in some instances it has been necessary to refer to both cases in the individual judgments.

45. Therefore, these written reasons relate only to the Claimant, but also deal with some aspects of Mr White's claim.

Breach of Contract: Notice Pay

46. Both the Claimant and Mr White bring this claim on the same basis. The Claimant contends that her contract of employment entitled her to one month's notice, whereas the Respondent maintains the entitlement was four weeks. While it is

undisputed that notice was paid, there is a dispute regarding whether the payment covered 27 or 28 days.

47. Mrs Tether-Jenkins testified that the Respondent uses a template featuring a Simply-Docs footer to create its employment contracts, and the footer can be seen on the versions of the contracts the Respondent relies on. She continues that, under the Respondent's contracts, an employee with less than 12 years' service is entitled to 4 weeks' notice, not one month.
48. The contracts in the bundles relating to the Claimant are as follows:
 - 48.1 An unsigned contract providing 4 weeks' notice with the Simply-Docs footer (at pages 128 and duplicated at page 774);
 - 48.2 A contract providing 4 weeks' notice with the Simply-Docs footer but lacking a signature page (at page 767);
 - 48.3 A signed contract providing 4 weeks' notice with the Simply-Docs footer (at page 871).
 - 48.4 An unsigned contract providing one month's notice without the Simply-Docs footer (at page 11 of the supplementary bundle).
49. The Claimant was cross examined extensively regarding the signed contract at page 871 of the bundle which the Respondent relied on. Indeed, the Respondent produced what it said was the original of that document at the hearing, which the Claimant confirmed was the agreement she had entered into, and also verified that the wet ink signature on the original contract was hers.
50. When asked to compare the signed contract at page 871, with the version she relied on (at page 11 of the supplementary bundle), the Claimant accepted that her version lacked the Simply-Docs footer. Regarding the notice period provisions on page 13 of the supplementary bundle, the Claimant could not explain why that specific page was noticeably smaller than the rest of the contract.
51. Ms English submitted that the signed contract at page 871 governed her employment rather than the unsigned document in the supplementary bundle. Although the Claimant initially maintained she had printed and signed the version in the supplementary bundle, and that was the one binding the parties, she subsequently agreed the correct notice period was 4 weeks, as stated in the signed contract at page 871.
52. After this line of questioning, the Claimant became distressed when Ms English asked her about notice pay. The Tribunal therefore took a break, and the Claimant did not resume her evidence following the break, nor after lunch. At the end of the afternoon, the Tribunal advised the Claimant that unless medical evidence was

provided supporting her inability to resume evidence, if she did not complete her oral evidence the following day, any matters about which she had not been questioned about would be treated as hearsay evidence. Although the Claimant attended the hearing the next day, she did not resume her evidence nor provide any medical evidence regarding this.

53. Ordinarily, determining whether a signed or unsigned contract binds the parties is straightforward. The contract the Claimant relies on is unsigned, whereas the contract the Respondent relies on is signed by the parties, and the Claimant accepted she had signed it. Consequently, the signed contract relied on by the Respondent is the binding agreement.
54. Furthermore, as the Claimant accepted the correct notice period was 4 weeks, establishing the authenticity of the different versions of the contract is not strictly required. However, Mr White argued that the contracts relied upon by the Respondent are fraudulent, suggesting that the Respondent had substituted the signature page from the original contract signed by the Claimant for the signature page in the version of the contract relied upon by the Respondent.
55. Mr White further submitted that the signature page is a standalone document which could have been inserted into the other contract. He argued, this is consistent with only the final signature page having two sets of staple marks.
56. Mrs Tether-Jenkins acknowledged the misaligned staple marks were visible on the original signed contract produced by the Respondent. She explained that this is likely to have happened when the original staple was removed for copying and sending to the Respondent's legal representatives, with the final page not aligning precisely with earlier staple marks when re-stapled.
57. I consider Mrs Tether-Jenkins' explanation is more probable than Mr White's submissions. That is because, the contract that the Claimant accepts she signed has the Simply-Docs footer, whereas the unsigned contract in the supplementary bundle does not. Therefore, it is unlikely that the Claimant signed a version of the contract in the supplementary bundle which does not have that footer, and that signature page was substituted for the version of the contract the Respondent relies on, which version has the Simply-Docs footer.
58. I note the Claimant has not provided a copy of a contract (hardcopy or pdf) signed by her that provides for one month's notice.
59. I also attach more weight to the original signed contract that was produced at the hearing, over the document in the supplementary bundle, particularly as the Claimant was unable to explain why page 13 of the supplementary bundle, containing the notice provisions, is smaller than the other pages.

60. Therefore, taking all of the above matters into account, I find that the Claimant contractually entitled to four weeks' notice, not one month's notice.

Notice Pay: Quantum

61. Turning to the issue of whether the claim also concerns the *amount* of notice pay, as opposed to the *period* of notice.
62. Although part of the claim form refers to criticism of the notice period, other parts of the claim form include a claim for 3 days payment in lieu of notice, which shows the Claimant's position is that she was paid for 27 days instead of 30 days.
63. The Respondent's position is that, irrespective of whether the notice given to them was 27 or 28 days, the Claimant and Mr White were paid for 28 days.
64. We spent some time examining the final payslips at page 881 of the bundle, which is dated 26 March 2024, and shows payment of the salary, including notice pay.
65. However, I have not been shown, nor has it been explained to me, how the sums paid were incorrect when assessed against a four-week (28-day) notice entitlement. While it is clear that the sums paid do not equate to a full month's notice—which is unsurprising given my finding in favour of the Respondent that the contractual entitlement was four weeks—I have not been provided with a clear explanation or calculation demonstrating a shortfall against a 28-day entitlement.
66. The burden of proof on this issue rests with the Claimant. As she has not explained how the sums paid were incorrect, I am unable to find in her favour on this aspect of the claim.
67. Accordingly, the breach of contract / notice pay claim is not made out and is dismissed.

Direct Marriage Discrimination

68. The next claim is direct discrimination because of marriage or civil partnership, brought by both the Claimant and Mr White.
69. I take the articulation of this claim primarily from Mr White's closing submissions delivered in respect of his and the Claimant's claim. He stated, in summary, that he and the Claimant were husband and wife, were perceived and treated as a "package".
70. He alleged that it was thought he helped the Claimant with her work more than he should have done because she was his wife. He claims he was (falsely) characterised as intimidating and misogynistic. Further, because the Claimant had complained about Mr Taylor making homophobic comments, the Respondent

concluded the Claimant didn't like Mr Taylor, and because of her dislike, Mr White also didn't like Mr Taylor. Therefore, he stated there was an agenda to exploit the opportunity created by the downturn in business to "get rid of both of them".

71. As this is a discrimination claim, the burden is on the Claimant to establish it.
72. It is accepted that the Claimant and Mr White are married and that both were made redundant. Redundancy constitutes unfavourable treatment. In circumstances where approximately ten employees were in the selection pool and the Claimant and Mr White were selected, I am satisfied that they were treated less favourably than others in the pool.
73. The Claimant did not identify a suitable actual comparator.
74. There is no suitable direct comparator. I therefore consider a hypothetical comparator.
75. I asked myself whether the Respondent would have treated other people in materially similar circumstances, but who were not a married couple, in the same way.
76. The Respondent's explanation for the redundancies rests on the skills matrix, which I have already found to be a fair and objective selection tool. I have not found any basis to undermine the scores allocated to the Claimant and Mr White.
77. I therefore find that the reason the Claimant was selected for redundancy was her scores on the skills matrix, not her marital status. Compared to a hypothetical comparator I do not find that the Claimant was treated less favourably because she was married to Mr White.
78. Even if I am wrong on that point, I must consider whether the treatment she received was *because of* her marriage. While it is inescapable that she is married and she and Mr White were both made redundant, one does not necessarily follow from the other.
79. The Claimant was required to adduce evidence from which I could infer that her treatment was because of her marriage, thereby shifting the burden of proof. I do not find that such evidence has been provided. I therefore find that the burden has not shifted.
80. Accordingly, she has not discharged the burden of proof, thus the claim of direct marriage discrimination is not made out and is dismissed.

Discrimination Arising from Disability

81. The Claimant's claim is that due to her disability, the Respondent perceived her as being unable to manage certain machinery, she was not awarded a score for that machinery on the skills matrix, that is what caused her to be amongst the lowest two scores, and what ultimately led to her redundancy.
82. The Respondent does not accept that the Claimant was disabled at the material time.
83. The Claimant's case is that she has arthritis in both hands, and her medical records are in the bundle confirming this diagnosis. In her witness statement, she states that from looking at her hands one can see that there is an issue, and that Mrs Tether-Jenkins knew she had arthritis. She says that as a result of her disability, the Respondent's perceived her as unable to manage certain machines. She also states that she never said she wanted or needed adjustments, nor that she considered herself disabled, although she recognises that arthritis is a condition capable of amounting to disability. However, as a result of the Respondent's perception, she had no experience of using certain machines, and was therefore not awarded a score on the skills matrix for those machines.
84. It is not entirely clear whether the Claimant positively asserts that she is disabled. In any event, while I accept that arthritis is a chronic and progressive condition, it does not necessarily follow that it had, at the relevant time, a substantial and long-term adverse effect on normal day-to-day activities.
85. The Claimant describes pain in her hands at times, particularly when carrying heavy bags. Beyond that, she does not describe in any detail how the condition substantially adversely affected her ability to carry out normal day-to-day activities. The evidence on this point is limited.
86. On the evidence before me, I do not find that the Claimant has established that she was disabled within the meaning of section 6 of the Equality Act 2010.
87. Even if I am wrong about that, I must consider whether the Respondent knew, or could reasonably have been expected to know, of any such disability. The Claimant had indicated on her health questionnaire at the start of her employment that she had no health conditions of which the Respondent needed to be aware. Mrs Tether-Jenkins' direct evidence was that the Respondent was unaware of any disability. The Claimant's witness statement states that Mrs Tether-Jenkins was informed about her condition, but it does not explain how or when Mrs Tether-Jenkins was informed. I do not consider the Respondent knew or ought reasonably to have been expected to know from the appearance of her hands that she was allegedly disabled. The Claimant's cross examination was not completed (see paragraph 23 above), so her written evidence, which is somewhat vague, must be treated as hearsay, whereas Mrs Tether-Jenkins' evidence is direct. I prefer Mrs Tether-

Jenkins' direct evidence that she was not aware the Claimant's position was that she was disabled.

88. Therefore, in light of the available evidence, even if the Claimant's condition did amount to a disability, I find that the Respondent did not know and could not reasonably have been expected to know of it. As a result, the Respondent could not have discriminated against the Claimant because of something arising from a disability that it was unaware of.
89. I therefore do not accept the Claimant's contention that restrictions on her use of machinery, or her scoring in the skills matrix, arose because of arthritis in her hands.
90. There was some reference to reasonable adjustments during closing submissions made on behalf of the Claimant. However, no claim for failure to make reasonable adjustments has been brought, so I will not address that issue.
91. The claim for discrimination arising from disability is therefore dismissed.

Conclusion

92. For the reasons I have given, all the claims are dismissed.

Approved by:

Employment Judge Tueje

11th February 2026

Judgment sent to the parties on:

17th February 2026

For the Tribunal Office