



EMPLOYMENT TRIBUNALS

Claimant: Mr Antony White

Respondent: Time Health Limited

Heard at: London South

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

Before: Employment Judge Tueje

REPRESENTATION:

Claimant: In person

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 2304583/2024 and 2304585/2024.
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 as a order processing operative from 26th July 2021 until 2nd April 2024. The Claimant's wife was also employed by the Respondent as a warehouse and production operative from 31st August 2022 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 he is disabled due to a historic road traffic accident and problems with his knee, that resulted in him requiring knee surgery twice, most recently in December 2023.
8. In Mrs White's witness statement she 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 he disliked Mr Taylor because Mrs White allegedly disliked him.
9. During the course of his employment, the Claimant had appraisals. He relied on an undated appraisal in the bundle, which he states was carried out in December 2023. There was no evidence regarding the appraisal of any other production team members not selected for redundancy.
10. 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. This resulted in a downturn in the Respondent's business. The Claimant accepted in his oral evidence that he understood that Amazon had withdrawn a number of the Respondent's products.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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. Therefore, the Claimant did not have any input into the skills matrix used by the Respondent. Nonetheless, in his oral evidence the Claimant accepted that the criteria themselves were not unfair, although the Claimant disputed the scores allocated to him and Mrs White.
17. The scores achieved using the skills matrix is in the hearing bundle. It identifies the Claimant and Mrs White as the two lowest scorers. Therefore, according to Mrs Tether-Jenkins' evidence, no reliance was placed on sickness absence or disciplinary matters in reaching the redundancy decision.
18. In the evening of 5th March 2024, the Claimant texted Mrs Tether-Jenkins asking if he could be told immediately whether he and/or Mrs White 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.
19. The Claimant's employment was terminated by reason of redundancy, with an effective date of termination of 2nd April 2024.

20. At the time of dismissal, the Respondent paid notice pay, claiming it paid 28 days, although the Claimant maintains he 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 documents providing for one month's notice.
21. The Claimant also brought claims relating to discrimination because of marriage, discrimination arising from disability, and unpaid holiday pay. He contended that he and Mrs White were treated as a "package" and selected for redundancy because they were married. He further alleged that his selection arose from sickness absence linked to his December 2023 knee operation, which was a disability related absence. The Respondent disputed these claims and maintained that redundancy selection was solely based on the skills matrix.
22. On termination of his employment the Claimant states that he had accrued 3 days of annual leave which he had not taken. One day was carried over from the previous year, the other two days were accrued in the current annual leave year. However, he complains that he was only paid for 2 days annual leave instead of 3 days.
23. The Claimant appealed against his dismissal. The appeal hearing took place on 18th March 2024, and the Claimant confirmed that during the hearing was the first time he told the Respondent that he was disabled.
24. On 26th April 2024 Indeed advertised a job vacancy on behalf of the Respondent. The Claimant states that this job would have been a suitable alternative job for him. Although Mrs Tether-Jenkins thought the job was advertised in May 2024, the advertisement provided in the hearing bundle is dated 26th April 2024. The vacant position had been Mr Munnery's role, but when he was promoted by the Respondent in May 2024, his former post became vacant. Mr Hawes believed the vacancy created by Mr Munnery's promotion was permanently filled in around August 2024 or possibly later.
25. Early conciliation began on 7th April 2024 and ended on 2nd May 2024. The claim was presented on 26th May 2024. In a case management order dated 27th May 2025 the Tribunal decided the Claimant's and Mrs White's claims would be heard together.
26. The Tribunal was provided with an 889-page hearing bundle and a 51-page supplementary bundle.
27. The Claimant and Mrs White gave oral evidence at the hearing. However, Mrs White's 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, Mrs White still felt unable to resume her cross examination.

28. The following witnesses gave evidence on behalf of the Respondent:

- 28.1 Mrs Tether-Jenkins, HR Manager;
- 28.2 Mr Munnery, production engineer/supervisor;
- 28.3 Mr Hawes, production manager; and
- 28.4 Ms Wheeler, a production operative.

The Legal Framework

Unfair Dismissal

29. Section 94 of the Employment Rights Act 1996 gives employees the right not to be unfairly dismissed. Enforcement of the right is by way of complaint to an employment tribunal under section 111. The claimant must show that he was dismissed by the Respondent under section 95.

30. So far as is relevant, section 98 of the Employment Rights Act 1996 states:

(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show-

(a) the reason (or, if more than one, the principle reason) for the dismissal, and

(b) That it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2) A reason falls within this subsection if it-

...

(c) is that the employee was redundant ...

31. Section 98(4) deals with fairness generally and provides that the determination of the question whether the dismissal was fair or unfair, having regard to the reason shown by the employer, shall depend on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee; and shall be determined in accordance with equity and the substantial merits of the case.

32. It is immaterial how the Tribunal would have handled the events or what decision it would have made, and the Tribunal must not substitute its view for that of the reasonable employer (**Iceland Frozen Foods Limited v Jones 1982 IRLR 439**, **Sainsbury's Supermarkets Limited v Hitt 2003 IRLR 23**, and **London Ambulance Service NHS Trust v Small 2009 IRLR 563**).
33. By section 139 of the Employment Rights Act 1996, a dismissal may amount to a redundancy where the dismissal is entirely or mainly due to the employer's requirements for the employee to carry out their work has ceased or diminished.

The Equality Act

34. 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.
35. Section 4 of the Act lists the protected characteristics covered by its provisions, which includes disability and marriage and civil partnership.

Direct Discrimination

36. 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.
37. 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.
38. 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 he was would be considered first (see *Shamoon v Chief Constable of Royal Ulster Constabulary* [2003] IRLR 285).
39. 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).

40. 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)

41. 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.*

42. 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

43. 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.

44. Therefore, to determine whether the burden of proof has been discharged requires a two-fold test.

45. 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.
46. 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.
47. 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.
48. 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.
49. 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.
50. The following legal principles are relevant to the claim for breach of contract:
 - 50.1 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.
 - 50.2 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.
 - 50.3 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

51. There are a number of claims brought by the Claimant. In summary:
- 51.1 The Claimant brought the following claims:
- (i) a claim of unfair dismissal arising from redundancy; and
 - (ii) a claim for failure to pay holiday pay.
- 51.2 The Claimant (and Mrs White) also 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.
52. Although there are multiple claims, they all arise from the same factual matrix, namely the redundancies of the Claimant and Mrs White and matters flowing from those redundancies, including notice entitlement and the decisions taken in relation to redundancy selection.
53. Although the Tribunal has directed that the Claimant and Mrs 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.
54. Therefore, these written reasons relate only to the Claimant, but also deal with some aspects of Mrs White's claim.

Unfair Dismissal

55. The burden is on the Respondent to show that the Claimant was dismissed for a potentially fair reason and that, in all the circumstances, the dismissal was fair.

Reason for Dismissal

56. The first matter I must determine is the reason, or principal reason, for the Claimant's dismissal.
57. The Respondent's case is that the Claimant was dismissed by reason of redundancy. I find that to be the case. By March 2024, the Respondent's requirement for employees to carry out work of a particular kind had diminished. That wording reflects section 139 of the Employment Rights Act 1996, and I am satisfied that the dismissal falls within that statutory definition.
58. My reasons are as follows. It is accepted by all parties that there was a downturn in business following notification from Amazon on or around 29 January 2024 and in the period following that it was withdrawing a number of the Respondent's

products from its platform. In total, 20 products were affected. The Amazon notification is contained in the bundle, and the Claimant confirmed in his oral evidence that he understood Amazon had withdrawn a number of products.

59. As a result of that withdrawal, the Respondent's requirement for employees diminished, redundancies were made, and the Claimant was one of those selected for redundancy. I therefore find that the principal reason for the Claimant's dismissal was redundancy.

Fairness of the Dismissal

60. Having found that the reason for dismissal was redundancy, I must consider whether the Respondent acted reasonably or unreasonably in all the circumstances, including when having regard to the size and administrative resources of the Respondent, and whether it treated redundancy as a sufficient reason to dismiss the Claimant. That assessment must be conducted in accordance with equity and the substantial merits of the case.
61. There are a number of specific matters that I must consider as part of that assessment.

Warning and Consultation

62. The first issue is whether the Respondent adequately warned and consulted the Claimant.
63. On the question of consultation, I find that what was described as consultation did not, in substance, amount to consultation. Based on the evidence I heard, the meeting on 5 March 2024 was the communication of a decision already made rather than a consultation exercise.
64. I found this to be a finely balanced issue. Mrs Tether-Jenkins gave evidence that, following notification of the product withdrawals, she discussed that situation with the management team, who then informed employees that non-essential overtime was no longer available. There were also discussions with the Respondent's business consultants. Following what Mrs Tether-Jenkins described as "number-crunching", the consultants advised that two redundancies were required in order for the business to withstand not only the withdrawal of Amazon products but also potential future unforeseen events.
65. From Mrs Tether-Jenkins' evidence, I am satisfied that by the time of the meeting on 5 March 2024, a firm decision that two redundancies were required had already been taken.
66. On 5 March 2024, the production team were informed two of them would be made redundant, following selection using the skills matrix. I acknowledge that Mrs

Tether-Jenkins offered the production team a choice between a seven-day consultation period and a shortened 24-hour consultation period. She explained the latter option would only be available if there was a unanimous vote in favour, which there was. I also take into account that Mrs Tether-Jenkins offered employees the opportunity to speak to her during the day or contact her by telephone in the evening.

67. Further, Mr Munnery did approach Mrs Tether-Jenkins and offered to accept voluntary redundancy, which lends some support to the Respondent's position that consultation had occurred.
68. Nevertheless, having weighed the evidence as a whole, I conclude that the decision had already been substantially made on the basis of the consultants' advice that two redundancies were required. I therefore find that effectively there was no consultation.
69. Turning to warning, I consider whether The Claimant was given adequate warning.
70. Discussions took place with the management team, and information regarding the withdrawal of products appears to have trickled down, and the cessation of non-essential overtime would have been known within the business. While other members of staff were not expressly informed, during this period the Respondent was taking advice and exploring its options. Those options included considered reducing employees hours. But it was decided that would reduce pay to unacceptable levels. Voluntary redundancy was also considered but discounted. ACAS had advised Mrs Tether-Jenkins that a last-in-first-out approach was ill-advised.
71. Although the warning given at the 5th March 2024 meeting was limited, I find that, in the circumstances of this case, it was adequate.

Effect of Lack of Consultation on Fairness

72. Although I have found that there was no effective consultation, I do not conclude that this rendered the dismissal unfair.
73. There are several reasons for this conclusion:
 - 73.1 Mrs Tether-Jenkins had taken advice from ACAS and was correctly informed that, because fewer than 20 redundancies were proposed, collective consultation was not mandatory. That advice accurately reflected the law.
 - 73.2 Even where consultation is mandatory, a failure to consult does not automatically render a dismissal unfair. Accordingly, the absence of consultation in this case does not of itself make the process unfair.

- 73.3 Taking a broader view, the Respondent sought advice from its consultants following notification of the product withdrawals and considered alternative options, including reducing hours. Legitimate business reasons were given for not pursuing those options. Voluntary redundancy was also considered but discounted for legitimate reasons, namely the Respondent's desire to retain the skills and talent required for the business to continue and prosper.
- 73.4 In my judgment, even if consultation had taken place, it is likely that the same outcome would have resulted. On the balance of probabilities, the Respondent would still have concluded that two redundancies were required.
74. The Claimant criticised the decision to conduct an open vote, by a show of hands, on whether to reduce the consultation period from seven days to 24 hours, suggesting that this created pressure.
75. I do not accept that criticism. The evidence is that all those present, including Mr and Mrs White, voted in favour of the 24-hour consultation period. Further, before that period expired, the Claimant contacted Mrs Tether-Jenkins seeking early information about the outcome. That is entirely understandable given the anxiety of the situation, but it tends to contradict the Claimant's suggestion that his vote was the result of undue pressure.

Selection Pool

76. I next consider whether the Respondent adopted a reasonable approach to the selection pool.
77. The selection pool was the Respondent's production team. I do not understand there to have been a substantive challenge to the Respondent's witnesses evidence during the hearing to the selection pool itself, although the issue was touched upon in the Claimant's closing submissions.
78. In any event, the downturn in business directly affected the production team responsible for producing products sold through Amazon. That team had already been impacted by the reduction of non-essential overtime. It was also the largest team within the business.
79. I therefore find no basis to conclude that the identification of the production team as the selection pool was unreasonable or unfair.

Selection Criteria

80. I also considered whether the selection decision itself was fair. Relevant to that assessment is the selection criteria applied.

81. Employees were assessed using a skills matrix, which appears at page 170 of the bundle. The Claimant accepted in his oral evidence that the criteria themselves were not unfair. His principal objection related to the scores allocated to him and to Mrs White.
82. In relation to the skills matrix, I accept the evidence of Mrs Tether-Jenkins that ACAS advised, the Respondent using a skills matrix was an appropriate selection tool. Further advice was taken from ACAS regarding the position if three or more employees scored equally lowest, such that it was not possible to identify two individuals for redundancy. ACAS advised that, in those circumstances, sickness absence and disciplinary records could properly be taken into account.
83. In the event, those additional factors did not need to be considered. The matrix itself identified two lowest scorers, namely the Claimant and Mrs White, as can be seen on page 170. Accordingly, although a significant amount of evidence was given regarding sickness absence, disciplinary matters (both formal and informal), and whether certain employee' sickness absences had been correctly recorded, those matters did not in fact affect the redundancy decision reached by the Respondent.
84. That is my finding. However, even if I am wrong about that, the position remains that, discounting sickness absence and disciplinary matters altogether, the skills matrix still resulted in the Claimant and Mrs White achieving the two lowest scores.
85. The Claimant argued employees were not given an opportunity to comment on the skills matrix. That was a management decision. Mr Armstrong, as Operations Manager, was entitled to prepare the matrix. It was based on accreditations and skills already recognised within the business. I do not consider it a legitimate criticism that employees were not invited to provide feedback on the matrix.
86. As I understand it, the principal challenge is not to the criteria themselves, but to the scores allocated to the Claimant and Mrs White. I refer to Mrs White because her scores are relevant to other aspects of the Claimant's claim, such as the direct marriage discrimination claim.
87. The Tribunal will only interfere with scoring in a redundancy exercise where there is cogent and persuasive evidence that the scoring was unfair or unreasonable.
88. In this case, the evidence is that Mr Hawes, the direct line manager of the production team, had detailed knowledge of the performance and skills of team members. Mr Armstrong, who prepared the skills matrix, consulted Mr Hawes in respect of each member of staff. On the basis of the information provided by Mr Hawes, Mr Armstrong decided on the scores to be entered into the matrix.
89. For the Tribunal to interfere, there would need to be strong evidence that either:

- 89.1 Mr Hawes provided inaccurate, unfair, or unreasonable information; or
- 89.2 Mr Armstrong unfairly assessed that information or arrived at unreasonable scores.
90. The Claimant relied on his appraisal, contained in a supplementary bundle, which did not identify concerns about his performance. Mr Hawes appeared to accept that the document may have been a December 2023 appraisal, although it was undated.
91. Even if it was a December 2023 appraisal, and even accepting that it raised no performance concerns, that fact does not materially assist the Claimant. Redundancy selection is a comparative exercise. The absence of criticism in the Claimant's appraisal does not address how his skills and performance compared with those of other members of the production team.
92. No such evidence has been presented. Mr Hawes gave oral evidence about his management style: based on his evidence, I found him to be a fair manager. He acknowledged that there were personal issues between some team members, but explained that he did not concern himself with those matters and focused on managing work, performance and supporting the team. That evidence was consistent with an objective approach to management.
93. I have been given no reason to conclude that Mr Hawes provided unfair or inaccurate information, nor that Mr Armstrong assessed that information unfairly.
94. The Claimant was concerned about scoring relating to computer use. Having considered the evidence, it became clear during Mr Hawes' evidence that the computer referred to in the skills matrix was the office computer, used for more substantial tasks, rather than devices used in fulfilment, such as iPads, which were described as such in the matrix. The computer and the iPads were assessed separately on the matrix. The Claimant appears to have been referring to the computer when he complained that he was not scored for devices that he used. However, there is no evidence that he used the computer, only the iPad, and he was scored for using the iPad.
95. I do not consider it material that some confusion arose as to how many people used the computer. The evidence supports the conclusion that Mr and Mrs White were marked "not applicable" because they did not use the office-based computer.
96. The Claimant complains about how disciplinary matters, including informal disciplinary issues involving other employees, were treated. I do not address those in detail. As I have already found, the redundancy decision was based on the skills matrix alone, without reliance on disciplinary or sickness factors.
97. Accordingly, I find that the use of the skills matrix as the selection criterion was fair.

The Respondent's Appeal Process

98. A further aspect of unfairness raised by the Claimant is that Mrs Tether-Jenkins was both involved in the redundancy decision and was also part of the appeal tribunal dealing with his appeal against the dismissal. However, I take into account that at the relevant time the Respondent employed 24 people, with Mrs Tether-Jenkins being the only one responsible for human resources in addition to her other duties. The Respondent did not have extensive HR resources, and in the circumstances, particularly having regard to the size of the company and its resources, there was no material unfairness as a result of Mrs Tether-Jenkins being part of the appeal panel, particularly as she is the Respondent's HR manager. Additionally, I have no reason to reject her evidence that her involvement in the redundancy selection was to check the accuracy of calculating the scores. It seems to me in the circumstances of this case, that limited need not necessarily preclude her from being on the appeal panel.

Suitable Alternative Employment

99. Next, the issue of whether the Respondent took reasonable steps to identify suitable alternative employment for the Claimant was dealt with.
100. Given the size of the Respondent's business at the relevant time, and the downturn in work, it is not surprising that suitable alternative employment was limited. However, the Claimant relied on a job vacancy, advertised on 26 April 2024 by Indeed on behalf of the Respondent. He argued the role would have been suitable alternative employment for him.
101. The evidence in relation to that role was as follows. The vacancy arose because Mr Munnery had been promoted into an engineering role because new machinery had been purchased. His evidence was that he took up his new role around May 2024, in advance of new machinery arriving in June 2024. That promotion created a vacancy in his former role.
102. Mr Hawes' evidence was that he could not precisely recall whether the post was temporarily filled during the summer, but to the best of his recollection, the role was filled at some point in the summer of 2024, possibly even later.
103. For employment to constitute suitable alternative employment for statutory purposes, it must be available, or likely to be available, to start within four weeks of the effective date of termination.
104. The Claimant's redundancy was effective from 2nd April 2024. Irrespective of when the post was advertised, on the earliest view of the evidence, the vacancy did not arise until May 2024 when Mr Munnery was promoted, and on Mr Hawes' recollection, it arose later, in the summer of 2024. Accordingly, the role was not

available for a new employee to begin work within four weeks of the Claimant's dismissal, and so cannot be regarded as suitable alternative employment.

Overall Fairness and Range of Reasonable Responses

105. Taking a holistic approach, and bearing in mind that at the relevant time the Respondent employed approximately 24 people, I consider the size and resources of the business to be relevant. Mrs Tether-Jenkins was the only person responsible for human resources alongside her other duties.
106. Having regard to those factors, I conclude that the overall process was fair.
107. Finally, I find that the Claimant's dismissal was within the range of reasonable responses. There was a genuine downturn in work. Independent advice was taken and was that two redundancies were required. A fair selection matrix was used. The Claimant accepted that the criteria themselves were fair.
108. Accordingly, the dismissal fell within the range of reasonable responses open to the Respondent.

Conclusion on Unfair Dismissal

109. There is no sufficiently strong evidence that the scores entered on the skills matrix were unfair. Accordingly, of all the options available to the Respondent, the course taken was one that was reasonably open to it.
110. I therefore find that the Claimant's redundancy fell within the range of reasonable responses. For the reasons I have given, I conclude that the Claimant's dismissal by reason of redundancy was fair.
111. I now move on to the claims relating to notice pay.

Breach of Contract: Notice Pay

112. Both the Claimant and Mrs White bring this claim on the same basis. The Claimant contends that his contract of employment entitled him 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.
113. 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.

114. The contracts in the bundles relating to the Claimant are as follows:
- 114.1 An unsigned contract providing 4 weeks' notice with the Simply-Docs footer (at page 118);
 - 114.2 An unsigned contract providing one month's notice with the Simply-Docs footer (at page 753, duplicated at page 760); and
 - 114.3 A signed contract providing 4 weeks' notice with the Simply-Docs footer (at page 863).
115. The Respondent relies on the signed contract at page 863 providing for four weeks' notice, asserting that this is the only binding contract. It argues that any unsigned version the Claimant relies on (which provides for a different notice period) is not binding, irrespective of its provenance.
116. 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 he had signed it. Consequently, the signed contract relied on by the Respondent is the binding agreement.
117. However, regarding Mrs White's contract, the Claimant alleged the Respondent had altered the contract it relied on in respect of her employment. He argues, this was done by substituting the hardcopy document signature page from the contract signed by Mrs White providing for one month's notice, which was used to replace the signature page in the version providing 4 weeks' notice. As I understand it, this argument seems to relate to Mrs White's employment contract. But for the avoidance of doubt, I will set out my view as to the authenticity of the contract the Claimant seeks to rely on that provides for one month's notice.
118. At first glance, the document at page 753 appears to have been created from the Respondent's Simply-Docs template, as it contains a Simply-Docs footer. However, because it provides for one month's notice, and because there exists an otherwise identical signed document at page 863 providing for four weeks' notice, I conclude that the notice period in the page 753 document was not prepared by the Respondent. Instead, I consider the contract on page 753 was a contract originally prepared by the Respondent, hence the Simply-Docs footer. But the notice period on the original contract has been altered from 4 weeks to one month.
119. My reasons are the Claimant has not provided a signed contract showing he was entitled to one month's notice. I also consider the hardcopy original employment contract produce by the Respondent is relevant. This provides for a 4-week notice period. Although this relates to Mrs White's employment, and not the Claimant's, it is probative of the terms of the Claimant's employment terms, making it more likely that the Claimant's notice period was 4 weeks and not one month.

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

Notice Pay: Quantum

121. Turning to the issue of whether the claim also concerns the *amount* of notice pay, as opposed to the *period* of notice.
122. 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 he was paid for 27 days instead of 30 days.
123. The Respondent's position is that, irrespective of whether the notice given to them was 27 or 28 days, the Claimant and Mrs White were paid for 28 days.
124. We spent some time examining the final payslips at page 880 of the bundle, which is dated 26 March 2024, and shows payment of the salary, including notice pay.
125. 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.
126. The burden of proof on this issue rests with the Claimant. As he has not explained how the sums paid were incorrect, I am unable to find in his favour on this aspect of the claim.
127. Accordingly, the breach of contract / notice pay claim is not made out and is dismissed.

Direct Marriage Discrimination

128. The next claim is direct discrimination because of marriage or civil partnership, brought by both the Claimant and Mrs White.
129. I take the articulation of this claim primarily from the Claimant's closing submissions delivered in respect of his and Mrs White's claim. He stated, in summary, that he and Mrs White were husband and wife, were perceived and treated as a "package". A phrase he also used during his oral evidence.
130. He alleged that it was thought he helped Mrs White 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 Mrs White had complained about Mr Taylor making homophobic comments, the Respondent

concluded Mrs White didn't like Mr Taylor, and because of her dislike, the Claimant 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".

131. As this is a discrimination claim, the burden is on the Claimant to establish it.
132. It is accepted that the Claimant and Mrs 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 Mrs White were selected, I am satisfied that they were treated less favourably than others in the pool.
133. The Claimant and Mrs White did not identify a suitable actual comparator.
134. There is no suitable direct comparator. I therefore consider a hypothetical comparator.
135. 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.
136. 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 Mrs White.
137. I therefore find that the reason the Claimant was selected for redundancy was his scores on the skills matrix, not his marital status. Compared to a hypothetical comparator I do not find that the Claimant was treated less favourably because he was married to Mrs White.
138. Even if I am wrong on that point, I must consider whether the treatment he received was *because of* his marriage. While it is inescapable that he is married and he and Mrs White were both made redundant, one does not necessarily follow from the other.
139. The Claimant was required to adduce evidence from which I could infer that his redundancy was because of his 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.
140. Accordingly, he 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

141. The Claimant states that he was selected for redundancy for a reason that arises as a consequence of his disability, namely his sick leave when he had a knee operation in December 2023.
142. The Respondent accepts that the Claimant has a disability. However, it does not accept that it knew, or could reasonably have been expected to know, of the Claimant's disability at the material time.
143. The Respondent's position is that the Claimant did not inform it that he had a disability. It relies in particular on the fact that, when the Claimant commenced employment and completed a health questionnaire, he indicated that he had no health conditions of which the Respondent needed to be aware.
144. The Claimant's response to the Respondent's position is that, at the time he completed the health questionnaire and commenced employment, he did not consider himself to be disabled. He says that it was only later, following knee surgery, that he came to regard himself as disabled, and that he was subsequently issued with a blue badge.
145. The Claimant's evidence is that the first time he informed the Respondent of his disability was at the appeal hearing, which I note was after the redundancy selection decision had been taken. He also contends that the Respondent knew or ought reasonably to have known of his disability for a number of reasons, including because it knew about the following matters:
- 145.1 that he underwent knee surgery on two occasions during his employment, the most recent being in December 2023;
- 145.2 that the Respondent was aware of those surgeries because he took time off work;
- 145.3 that his walking and gait were affected;
- 145.4 that he had previously been involved in a serious road traffic accident;
- 145.5 that scars on his knees would have been visible during the summer months when he routinely wore shorts; and
- 145.6 in June 2023 when, on a social occasion, he parked in a disabled parking bay.
146. As to the parking incident, the Claimant says that Mr Hawes noticed the Claimant had parked in a disabled bay and commented on it. Mr Hawes' evidence was that he did not notice. Even if I accept the Claimant's account at face value, that

interaction is capable of referring to disability but does not inevitably do so. The Claimant's account is that Mr Hawes asked the Claimant why he had parked in a disabled bay, and the Claimant replied that there was a blue badge on the car. That does not expressly state that the blue badge related to the Claimant himself. It was also a social occasion, not a work-related context. I do not consider that this incident, even taken at its highest, is sufficient to establish that the Respondent knew or ought reasonably to have known that the Claimant was disabled.

147. More generally, I do not consider that knee surgery, visible scars, or an altered gait inevitably mean that a person is disabled within the meaning of the Equality Act 2010. The statutory definition requires a physical impairment which has a substantial and long-term adverse effect on a person's ability to carry out normal day-to-day activities. The fact of surgery alone does not necessarily meet that threshold, and the focus is on the effect of the condition, not its medical label.
148. I accept that The Claimant did not identify himself as disabled at the outset because he did not then consider himself to be disabled. However, from the Respondent's perspective, it had no knowledge of any disability at that time. The Claimant accepts that he did not subsequently formally inform the Respondent that he had come to regard himself as disabled until the appeal hearing. However that hearing post-dates the redundancy selection decision.
149. In those circumstances, I do not consider that the Respondent knew, or could reasonably have been expected to know, that The Claimant had a disability at the material time. As a result, the Respondent could not have discriminated against him because of something arising from disability, as it did not have the requisite knowledge.
150. Further, the Claimant's selection for redundancy was on the basis of the skills matrix, not the amount of sick leave he had taken in the previous 12 months.
151. Accordingly, the Claimant's claim of discrimination arising from disability is not made out and is dismissed.

Holiday Pay

152. The final issue is the Claimant's claim for holiday pay.
153. The Claimant contends that, by the end of 2023, he had one day's accrued holiday which he was permitted to carry over into 2024, and that this day was not paid on termination. He says he cannot produce his own records of the annual leave he had taken because his email account was hacked.
154. The Respondent's position is that, when the Claimant's employment ended, an error was identified in relation to two days' holiday pay. That error was acknowledged by Mrs Tether-Jenkins, and the Claimant was paid for those two

days. The email correspondence confirming this is in the bundle. It shows the Claimant thanked Mrs Tether-Jenkins for clarifying the position, and it is not disputed that the two days identified were paid.

155. The Claimant's case is that the two days paid did not include the one day carried over from 2023.
156. Again, the burden of proof lies on the Claimant to establish that he was paid less holiday pay than he was entitled to. It is unfortunate that he no longer has his own records, but the Tribunal must decide the claim on the evidence available.
157. The Respondent's holiday records in the hearing bundle support its position. The contemporaneous email correspondence of 26 March 2024 shows the error regarding the Claimant's two days holiday being identified and corrected, and the Claimant did not at that time raise any further concern that an additional day remained unpaid. Instead he thanked Mrs Tether-Jenkins for sorting out the two days' holiday pay.
158. On the evidence before me, I am not satisfied that the Claimant has established that one day's holiday pay remains outstanding. Accordingly, the holiday pay claim is dismissed.

Conclusion

159. 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