EMPLOYMENT TRIBUNALS

Claimant: Mr C Bennett
Respondent: Homeease Care Solutions Limited

Heard at: Reading Employment Tribunal
On: 26 to 28 January 2026
Before: Employment Judge George

Representation
Claimant: Self representing
Respondent: Mr S Maini-Thompson, counsel

JUDGMENT

1. The claimant was at the time of his dismissal employed as Operations Director on a salary of £28,000 gross per annum and the written contract at page 256 of the hearing file genuinely represented the terms of employment of the claimant by the respondent.

2. The claimant was unfairly dismissed.

3. All remaining issues in the case will be considered at a remedy hearing on 7 September 2026.

REASONS

1. In this hearing I hope the benefit of a joint hearing file. This contained 268 pages. On Day one the respondent applied to add two pages which were an email from the claimant to the respondent's director which was the subject of the charge of insubordination that she upheld. I granted the application for reasons which were given orally. Written reasons for that decision will not be provided unless one of the parties makes a written request within 14 days of the date on which this judgment is sent to them.

2. The parties had exchanged witness statements. Statements for the claimant and Neville Bennett - the claimant's father and managing director of the respondent – were sent as witnesses for the claimant. Ms Pratt Bennett and Ms Laszczewska signed witness statements relied on by the respondent. Shortly before the hearing, the claimant wrote to ask if Mr Bennett senior could give evidence from Zimbabwe by video but that state has not given general

permission for individuals to give evidence by video in the employment tribunal of England and Wales. No specific permission for Mr Bennet senior to give evidence on this occasion has been obtained. Although the claimant applied in writing for permission to rely upon his witness statement subject to weight, in the oral hearing he said that he had decided not to rely upon the statement. I therefore heard oral evidence from three witnesses who were cross-examined upon their witness statements which they adopted in evidence.

The issues

3. The issues were those set out in the case management order of Employment Judge Davey following the preliminary hearing on 27 May 2025. It starts at page 61 of the hearing file and the issues are at page 67.

4. As agreed between the parties before we started to hear evidence, in addition to determining liability issues, I have heard evidence on two issues which are properly described as remedy issues. First, I heard evidence on whether, if the claimant succeeds in his unfair dismissal claim there should be an adjustment to any compensation for contributory conduct or conduct that means it is just and equitable for there to be an adjustment to the basic award. Secondly, I heard evidence on whether there should be an adjustment because of an unreasonable failure to comply with the ACAS Code of Conduct on disciplinary and grievance procedures. However, to ensure a timely finish on Day 2 and in order not to jeopardise the prospect of an oral judgment with reasons, I did not hear closing speeches on those points and therefore do not cover them in this judgment.

5. As far as the unauthorised deduction from wages and breach of contract complaints are concerned, I set out my conclusion only on the issue of which written contract governed the relationship as at the time of the dismissal. As the claimant has succeeded in his argument that the contract that bears the date of February 2022 was valid, findings on what specific sums were payable under that contract and when will be determined at a remedy hearing.

Findings of fact

6. I make my findings of fact on the balance of probability taking into account all of the evidence, both documentary and oral, which was admitted at the hearing. I do not set out all of the evidence which I heard but only my principal findings of fact, those necessary to enable me to reach conclusion on the issues. Where it was necessary to resolve conflicting factual accounts I have done so by making a judgment about the credibility or otherwise of the witnesses I have heard based on their overall plausibility, the consistency of their accounts given on different occasions, and the consistency of those accounts when set against contemporaneous documents where they exist and where I find I can rely upon them.

7. The respondent is a small, family run, company. Prior to the events with which the hearing was concerned, there were two statutory directors, Mr Neville Bennet (Mr Bennett Senior), who is described in his emails signatures as the Managing Director, and Ms Pratt Bennett, who is described in her signatures as the

Registered Manager. Nevertheless, there is no doubt and no dispute that she was also a Statutory Director. I accept her oral evidence that Mr Bennett Senior was Company Secretary. There were two shareholders. There is no documentary evidence before me about the extent of their shareholding but the claimant said that he presumed the shareholding to be a 50/50 split between the two Statutory Directors who were also the only two shareholders.

8. Ms Pratt Bennett did not give evidence on this point but the respondent did not appear to challenge the claimant's evidence about his presumption. Furthermore, since Ms Pratt Bennett complained that, in order for the claimant to have a 2% shareholding, one of her shares had been transferred to him. That is consistent with her having had 50 shares to start with of the total 100 that are disclosed in the accounts.

9. At the time, Ms Pratt Bennett and Mr Bennett Senior were a married couple so the two directors were the claimant's stepmother and father, respectively.

10. The claimant started his employment as an office junior on 5 November 2020 and there is a one page document confirming that at page 246. He did not challenge Ms Pratt Bennett's evidence that prior to that date he had no experience in the care sector but since he was then aged 32 it seems unlikely that he had no relevant experience for office work. Ms Pratt Bennetts's role was predominantly care centred. I infer this to mean that she analysed the case needs of the vulnerable individuals referred to the company; assessed whether meeting those care needs was within the capability of the respondent and drew up a care plan. She was the clinical lead. Mr Bennett Senior appears to have managed the business. This was described as responsibility for logistics but seems rather to have been responsibility for operations and accounts and technology.

11. The claimant was promoted to Operations Manager on 10 February 2021, see page 247 at 254 for the date. This is a contract bearing the electronic signature of Mr Bennett Senior. The salary stipulated was £25,000 per annum. The contract provides for business mileage and for no expenses to be incurred unless authorised beforehand. There are clauses prohibiting competing or conflicting activities, see page 250, and clause 24 sets out examples of conduct which would justify summary dismissal.

12. I was also taken to a disciplinary procedure in the hearing file which is an ACAS consistent process. There are, in fact, two disciplinary processes, the one that the claimant was taken to in cross-examination is that at page 146 in the hearing file.

13. It seems that the directors were in the habit of travelling to Zimbabwe from time to time for reasons including visiting relatives. In November 2021 they both left the UK for that country. While they were there, at some point before February 2022, Mr Neville Bennett contracted Covid 19 and became seriously ill. The trip to Zimbabwe became extended and both directors stayed there, as far as the evidence before me shows, for most of the time until Ms Pratt Bennett returned to the UK in February 2024.

14. The claimant's claim has always been that in February 2022 he was promoted to

Operations Director. He relies on the following evidence:

a. A contract at page 256 signed by him on 28 February 2022 and apparently bearing an undated signature of Neville Bennett. See page 261.

b. An email dated 8 February 2022 from the then accountant to Neville Bennett the body of which states that it attaches a draft contract of employment which the accountant invites amendment to and asks for information about details including salary. See page 75.

c. An email from Mr Neville Bennett to Ms Pratt Bennett dated 23 February 2022 sending an attachment described as a letter which appears to have the file name "Promotion/salary" at page 79. The claimant states that the document at page 80 was that attachment. It is dated 22 February 2022 and records that the claimant's wages have been increased to £28,000 per year effective as of 5 November 2021 (which would have been the anniversary of the start of his employment), that he had been promoted from Operations Manager to Operations Director and that a new contract would be sent.

d. An email from Neville Bennett to Ms Pratt Bennett dated 23 February 2022 (page 76) which has an attachment with the file name "Contract of Employment".

e. An exchange of emails between Curtis Bennett (the claimant) and Neville Bennett (his father), copied to Moira Pratt Bennett, dated 28 February 2022 about an attached contract. The email appears to have originally had an attachment: I say that because there is a 'paperclip' icon in the right at the top of the PDF on page 77 and the claimant says "Thanks for the attached." However, there is nothing in the documentation from which to identify the attachment.

f. Minutes of the meeting apparently held on 14 March 2022 (page 107) which the claimant was cross examined on. These record interviews taking place for an office junior. It also records that Curtis Bennett had had his annual appraisal the previous week and his job title had changed to Operations Director which brings extra responsibilities. That is what is stated in the minutes. The minutes state that Curtis Bennett, Neville Bennett, and Moira Pratt Bennett were present with the last two attending by MS Teams.

15. The respondent's pleaded case (page 19 paragraph 7 of the grounds of resistance) is that the claimant held the role of Operations Manager until his dismissal on 1 May 2024 and never occupied the role of Director of Operations. It is pleaded that the claimant was not entitled to sign his emails as Director of Operations. Paragraph 20 and 21 of Ms Pratt Bennett's statement was consistent with that in that she denies that he was a Director, states the emails are not evidence of him being employed as a Director and that the claimant told her that he was signing his emails as a director 'to give his name a boost'. Her statement consistently refers to the claimant as Operations Manager.

16. On the face of the paperwork, the respondent was making a distinction between the claimant being Operations Manager (which they accept), and him being Operations Director (which they do not accept).

17. However, that was not the way it was argued orally. Before me the distinction was more between it being agreed that the claimant could use the title Operations Director but denied that there was an actual change of role or change of contractual terms. It was also firmly disputed by the respondent that there had been any agreement for the claimant to become a statutory director. However, Ms Pratt Bennett did not dispute that, in July 2023 (page 94), she had written to the Care Quality Commission (the CQC) explaining that there was an operations director responsible for the organisation in the UK. Her oral evidence was that the individual she was referring to in that email was Curtis Bennett. There is also a WhatsApp message at page 97 but I do not give any weight to that because Ms Pratt Bennett was not asked about it in cross examination.

18. She denied that there had ever been an agreement formally to promote Mr Curtis Bennett to the role of Operations Director at £28,000 per annum, although she accepted that there had been some kind of conversation with her husband about giving him some more money, she said some £3,000 had been mentioned, because of additional responsibility due to their prolonged stay in Zimbabwe that had been necessitated at least, initially, by Mr Neville Bennett's ill-health.

19. The contract relied upon by the claimant had a benefits clause which states that some remuneration or benefits would be in the form of a profit share and an issue of a shareholding. Ms Pratt Bennett refutes that she would have agreed to such terms on the basis that they were not terms that she herself enjoyed as a shareholder and director. She also questioned why she would have agreed to give some of her shares to Curtis Bennett when she had children of her own.

20. Her explanation for the documents relied on by the claimant which, on their face date from February 2022, was that, to her knowledge, she had never seen the emails, the letter of appointment, or the draft or final versions of the contract. She stated that she was now unable to retrieve emails from 2022 from the inbox to which it appeared on the face of the PPS that the email was sent, because when the relationship with Mr Neville Bennett broke down, he (being the administrator of the email system) shut down her access to those emails. She said she could only imagine the explanation for her not seeing them at the time was that Mr Neville Bennett was able to delete them from the relevant inbox or recalled them to prevent her from seeing them. On her account, she returned to the UK in February 2024 because the relationship with Neville Bennett had broken down and the dispute between her and her stepson developed over the following three months.

21. Even if one presumes that relations between the two shareholders or directors as a married couple was deteriorating for some months before she returned to the UK, her explanation for not seeing the emails and attachments that the claimant seeks to rely on, that on their face date from February 2022, logically must mean one of the following things.

    a. The purported deletion or recall of the emails from the inbox to which

she had access (that to which these documents were copied) occurred after the relationship broke down – however then there is no explanation for why she did not see them in February 2022 when they appear to have originally been sent.

b. An alternative would be to say that the purported deletion or recall occurred before she saw the emails or the attachments, in which case she must be positing that it occurred in February 2022 shortly after sending them. At that time, so far as I have been told, there was no tension in her relationship with her husband and they had just come through what must have been a very difficult time with his serious illness.

22. I do not think that I can take judicial notice of the prospect that what she suggests is technologically possible. It supposition on her part; she is not an expert in these matters. I also think that it is inherently implausible. Furthermore, the respondent's case at the oral hearing was that the claimant used the title Operations Director by consent but that it did not mean a formal promotion or change in salary or other terms of the contract. That is inconsistent with the pleaded case. The claimant was cross examined about the minutes at page 107. Those minutes suggest that not only were the staff told about a change in title but also that it would involve other changes to his responsibilities. There had been a change in the personal circumstances of the directors/shareholders in that they had apparently intended merely to visit Zimbabwe when they left the UK in November 2021 but circumstances caused their plans to change. By February or March 2022, they appeared to have decided to stay in Zimbabwe for longer periods of time or perhaps more permanently.

23. I take on board Ms Pratt Bennett's argument that the chronology suggests a fairly rapid promotion by the Managing Director of his son, but there are surrounding circumstances which support that as being in the business interests of the company. In particular, I give weight to the communication by Ms Pratt Bennett to the CQC where she describes Curtis Bennett as Operations Director. As Mr Curtis Bennett argued, this seems to have been done by her to reassure the CQC that there was somebody with genuine authority in the UK who was responsible for the business and ultimately accountable to them and to the clients.

24. Those inconsistencies and implausibility in the respondent's case mean that I accept as fact, that Mr Curtis Bennett was, in about February 2022, promoted by consent of the directors to the post of Operations Director at an increased salary and that it was agreed a new contract would be issued. That is not the same as it being agreed that he would become a statutory director of the company and it does not necessarily mean that the contract at page 256 accurately represents what was agreed at the time.

25. The question that is important for an unauthorised deduction from wages complaint and the breach of contract complaint is whether part of the remuneration from that time onwards was going to be given by way of percentage of profits by shareholding. The burden of proving that that was the case and the burden, in due course, of proving what that means and that had

not been complied with by the respondent is on the claimant. He is the one who has brought the complaint that he has not been paid what he is due under the contract. Both the unauthorised deductions from wages complaint and the breach of contract complaint require him to show that he was entitled under his contract to a payment of 10% of the net profit and the breach of contract complaint also states that the respondent had agreed to transfer to him the 2% shareholding and had failed to do so.

26. Jumping forward slightly in the chronology, Ms Pratt Bennett gives an account of locating Mr Curtis Bennett's contract, the one that she disputed. She stated (paragraph 38 of her statement) that she had been unable to access the Dropbox folder on the company systems containing Mr Curtis Bennett's documents because it was PIN protected. She stated that she had taken his physical file during the weekend of 2/3 March 2024 but appeared to say that there was no hard copy of the contract in it. Separately, she was adamant that there had been no board meeting or general shareholders meeting of the company at which a motion was passed to appoint Curtis Bennette as a statutory director. She was equally adamant that she had not transferred, voluntarily, any shares to Curtis Bennett and would not have agreed for her shareholding to be diluted.

27. Nevertheless, as a matter of fact, Curtis Bennett was registered as a statutory director with Companies House and the communications appended to Ms Pratt Bennett's witness statement (witness bundle page 55) suggest that the information that he was a statutory director was notified to Companies House on 27 November 2023. That would be some 18 months or so after his promotion to the role of Operations Director. Ms Pratt Bennett challenged this through Companies House and it appears that he has now been removed as statutory director and as a shareholder.

28. Neither side has produced any publicly available documents from Companies House to shed any more light about this. It seems likely that any which were produced would show the company informing Companies House on 27 November 2023 about the new appointment of a director and, since Nevile Bennett was the company secretary, it seems plausible that he was the notifier. It certainly would have been within his remit as company secretary to fill in the appropriate forms and logically Companies House would then be able to accept them.

29. Curtis Bennett's oral evidence was extremely vague about when the decision was taken for him to become a statutory director and about any formalities undertaken by him to put that into effect. Potentially, it would have been in a meeting which only Mr Bennett snr. and Ms Pratt Bennett were present. The only direct evidence that I have is Ms Pratt Bennett's that there was no such board meeting and there was no such general meeting. The most likely scenario is that the company secretary applied for a statutory director to be appointed without there having been a necessary meeting of the company beforehand. In a small company run by family members the meeting itself might be relatively informal but it would still have to be formally documented. I also note that it is not part of the contract of employment that Mr Curtis Bennett should be appointed as statutory director.

30. The transfer of shares or the arrangements in the contract for the transfer of shares is also curious. Clause 4 of the written contract states:

> "Remuneration
>
> (a) You will be paid £28,000.00 per annum gross, payable by BAGS monthly in arrears. We reserve the right to alter the method and/or frequency of pay. You will have a Performance review on a yearly basis. Your salary will increase by 2% each November on a yearly basis, starting 05 November 2022.
>
> (b) We reserve the right to make deductions from your pay in respect of any sums of money owed by you to us in accordance with this Contract or otherwise, including but not limited to loans, overpayments, damage or loss of our property due to your negligence or default and holidays taken in excess of entitlement at the time of the termination of your employment.
>
> Benefits
>
> (c) You will be entitled to 10% of the Company's Net Profit, starting from each anniversary of your employment, 1st anniversary being 05 November 2022.
>
> (d) You will also be entitled to 2% share of the company each year over a 5-year period, giving you a total of 10% of the company's shares, starting 05th November 2022.
>
> (e) If the company is sold, you will be entitled to 10% of the Net Proceeds.
>
> (f) There is no entitlement to Dividend payments under this contract."

31. This is a contract that bears the signature of February 2022 where the letter that was sent separately about the agreement stated that it was going to be backdated to 5 November 2021.

32. Although clause 4(e) states there is no entitlement to dividend payments under the contract the statutory accounts indicate that the director shareholders in the financial year to 30 June 2023 received dividends.

33. I have not been addressed on Company Law.

34. The claimant, in oral evidence, stated that his understanding had been that, where the contract stated that he was entitled to 10% net profit that was after all deductions including expenses and corporation tax. His understanding of what was agreed was that where the contract stated the profit would start to be allocated "from each anniversary of your employment, 1st anniversary being 5 November 2022", it meant that his entitlement to profit started on the first anniversary of 5 November 2022, in other words, on 5 November 2023. He stated that this explained why the application for him to become a statutory director was made in November 2023.

35. With all respect to him, this evidence was inconsistent with a number of matters but for two principal reasons. First, he was also cross examined about page 264 which the respondent states to be prepared by their now accountants and show

a list of overpayments that they state were made to the claimant. Its value within this litigation is limited by the absence of the primary documents such as the company bank statements, the claimant's payroll details, and the claimant's bank statements.

36. What was put to the claimant about page 264 (a PDF of a spreadsheet which does not show the full text in all of the fields) was that the column that is headed "Amount" showed sums actually transferred to him whereas the column headed "Amount that" showed the sums actually payable. The respondent put to the claimant that the difference between the two columns represented the excess paid to the claimant over the sums that were authorised by the contract for Operations Manager at page 247. In other words, a combination of an excess caused by the respondent's contention that the claimant's salary was of £25,000 rather than £28,000 and overpayments for some other reason or reasons.

37. The claimant has not seen any supporting documents from the respondent but neither has he disclosed his own bank statements and I am satisfied that he was asked to do so within the litigation. Neither party appears to have applied for an order against the other for disclosure nor do they appear to have applied for third party disclosure, for example, against Neville Bennett, so far as I have been told.

38. Incidentally, other primary evidence that one might expect to have been disclosed between the parties although not necessarily in the hearing file, has not been disclosed in the form of receipts that Ms Pratt Bennett says she located in the claimant's locker which caused her to believe that he had been charging personal expenditure to the company credit card. On the face of it, those would be documents that should have been disclosed, although, as I say, depending on how the evidence was collated it might not be necessary for them to be in the hearing file.

39. The claimant did not deny, for example, that in August 2023 sums totalling approximately £35,000 were transferred to him in two tranches. That was used as an example in cross examination. His response was that he thought that a significant payment of that size during the summer months would be expected as part-payment of his profit share because, he said, he expected the 10% profit share to be transferred partly in the middle of the year and then there would be a reconciliation at the end of the year. However, that oral evidence is inconsistent with the evidence from the statutory accounts about the level of the post-tax profits for the year ending 30 June 2023. According to the witness bundle page 34, those were just over £185,000, so 10% would have been £18,500 for the entire year to 30 June 2023. Granted, I do not have the primary evidence that supports the detail at page 264. Those are the only two payments in August 2023, and he would have been owed some salary in August 2023. Nevertheless, it is obvious that the total of those two sums is considerably more than the total of one month's salary and 10% of the post-tax profits in the statutory accounts for the year to 30 June 2023. When this was pointed out, the claimant then said that he thought maybe the agreement was for 10% net was, in fact, net of expenses but not net of tax. That was an obvious change in his oral evidence which calls into question what was actually agreed about how to calculate the profit share. Furthermore, it underscores the difficulty of applying what is in this written contract in practice.

40. Secondly, the same wording about when the profit share should start is used for when the shareholding should start. The claimant's oral evidence was that the application for him to become a statutory director and the application for the transfer of shares to him started from November 2023 and that was consistent with it happening on the anniversary of 5 November 2022. But, if that is correct, given that the same wording is used, why would he being paid a profit share for the financial year ending 30 June 2023 in August 2023? After a promotion in February 2022 the financial year to the end of June 2023 would be the first complete financial year after the promotion. Even if you were to backdate the promotion to November 2021, it is still the first complete financial year since the promotion. If the agreement genuinely were for the profit share to kick in from 5 November 2022, why would the shareholding not kick in at the same time under the contract?

41. Overall, there were a lot of flaws in Mr Curtis Bennett's evidence, and the parties do not appear to have behaved consistently as regards the profit share or the shareholding with his evidence or with the written contract. On the other hand, the evidence before me about what the respondent paid to the claimant and whether the respondent acted as though it was bound by the terms of the agreement that is at page 256, has not been provided in as much detail as was reasonably possible. There is allegation and counter-allegation about who is more to blame for that.

42. As I have said, the contract of employment does not record that Curtis Bennett was to be appointed as a statutory director. There is no shareholders agreement separate to the contract. There is nothing in writing to explain whether the shareholding would be achieved by the company issuing more shares to give Mr Curtis Bennett a shareholding, or whether shares would be transferred from the existing shareholders, and, if so, by whom. I accept Ms Pratt Bennett's concern that if one share is transferred from her and one from Mr Neville Bennett to Mr Curtis Bennett, then although he only has a 2% shareholding, he holds the balance of power between two minority shareholders. For her to agree to that would be quite a significant step.

43. Nevertheless, there seems to me to be two possible conclusions to draw from the evidence that I have:

    a. One is that the contract at page 256 was the contract that was issued to the claimant and signed in February 2022 but it is difficult to understand and a question arises as to how it should be implemented and whether it can be implemented; or

    b. It has been substituted for a different contract

    and there is nothing beyond speculation to support the second alternative.

44. I accept, on the balance of probabilities, despite the flaws in the evidence, that the document at page 256 was the document that was circulated by email in February 2022 and either Ms Pratt Bennett did not read it at the time or family relations at the time meant she was not concerned about its contents. Part of the reason I conclude that is that Ms Pratt Bennett's stance has changed on this

and because she was adamant in insisting that Curtis Bennett was not appointed operations director when that is inconsistent with her own emails. Either way, I accept it is a binding contract so far as it goes but what clause 4 means, and whether it is enforceable, as the claimant alleges, is not something I am deciding at this stage. It was agreed that my conclusion in the first instance on the unauthorised deduction from wages complaint and the breach of contract complaint would be limited to deciding whether the written contract genuinely represented the terms of employment of the claimant by the respondent and I accept that they did.

45. I find that there was no meeting at which the company resolved to appoint Mr Curtis Bennett as statutory director but that was not a condition of his employment. I found Ms Pratt Bennett entirely credible and believed her when she said she would not have agreed to dilute her shareholding, in effect ceding control to an alliance of Mr Benett Senior and Mr Bennett Junior. She would not have agreed and did not agree to transfer any of her own shares without considering the position of her own children from a previous relationship. She said she was assured by her then husband that Curtis Bennett was to be director in name only.

46. This was an area where Mr Curtis Bennett's evidence was implausibly vague. He did not say he had been involved in discussion between the shareholders about how the transfer of shares was to be achieved. At best, his evidence was an assumption about what might have been agreed. Based on the evidence before me, there was an agreement between the respondent and the claimant that he should receive shares as part of remuneration, but no agreement between the shareholders as to how this was to be done.

47. Furthermore, Mr Bennett's oral evidence was that no details were agreed about how the profit share was to be calculated when the contract appears to say the entitlement starts on 5 November 2022 but the financial year ends on 30 June. His oral evidence included that there was no agreement about part years. In those circumstances, the obvious place to look for evidence about what was agreed about part years would be evidence about what was done and what was paid from February 2022 onwards, but that is not available. It is not clear to me whether page 264 is a complete list of all payments to the claimant or only those which are challenged.

48. I move then to the dispute that led to the dismissal of the claimant.

49. Ms Laszczewska joined the organisation towards the end of 2022 and in February 2024 Ms Pratt Bennett returned from Zimbabwe. She discovered that Mr Curtis Bennett had been appointed a statutory director and shareholder (see her paragraph 30). I accept this was done without her consent. The marriage had broken down and it was a reasonable inference for her to make that Neville Bennett had done this to move things from a position of no overall control to one where he and Ms Pratt Bennett were minority shareholders, with his son holding the balance of power.

50. Ms Pratt Bennett also states that she found out that a company was applying for CQC registration and she regarded it as a possible competitor but there is no

documentary evidence in the hearing file of this or about any alleged connection to the claimant. It was not pursued in any detail before me and I do not make any findings about that. If it is relevant at a later stage then, no doubt, further evidence will be adduced.

51. She says that she had a meeting with Mr Bennett on 4 March 2024 where she spoke to him about receipts that she had found that caused her concern that he had been using the company credit card that had been issued to him for items of personal expenditure. He said he had no recollection of the meeting but did not positively say it did not happen. In general, I found such alleged complete lapses of memory to be poorly explained by him, and I accept that she met him on that date as she set out in her paragraph 41.

52. She wrote to Companies House on 6 March 2024 to challenge what she had discovered and that is a circumstance which gives general support to her account.

53. She then says that on 9 March there was a remote meeting during which Mr Curtis Bennett asked whether another employee, Mr Sibanda, who is Ms Pratt Bennett's son, was getting shares, spoke about Mr Sibanda's mental health without restraint, as Ms Pratt Bennett puts it, and that distressed Mr Sibanda. Mr Bennett simply said he had no recollection of the meeting. That lack of recollection, in particular, I do not find at all credible because this became an allegation of discrimination that was put to the claimant within the suspension letter less than three weeks later. It seems to me to be totally implausible that he should not remember the meeting at all. He said, "I do not remember it, I wasn't involved, I don't know if it happened." That denial is not plausible. I think it likely that he does recollect the meeting and is choosing not to answer questions about it.

54. On 27 March 2024, Ms Pratt Bennett asked Mr Sibanda to check payslips to reconcile them. Notwithstanding her evidence to me that she was beginning to be concerned that documents and access to emails and other documents were being removed from her, she apparently did not preserve evidence by taking screenshots of anything that Mr Sibanda was checking. However, allegedly, there were errors.

55. The same day, the claimant wrote an email to Ms Pratt Bennett which was added to the hearing file on Day 1 (page 269). I accept that, in this email, Mr Curtis Bennett did express concern about the actions of Ms Pratt Bennett herself. He stated that for her to send the payslips to Mr Sibanda was a clear breach of policy and the words "This serves as a formal warning" do appear to relate to what he stated to be her actions. It was therefore entirely understandable that Ms Pratt Bennett read that and, indeed, that Ms Laszczewska later interpreted that as Mr Curtis Bennett apparently giving the director a formal warning. Ms Pratt Bennett replied saying that she did not accept a warning from him and his response at page 98 accepts that it is outside his jurisdiction to issue her with a written warning.

56. On 28 March 2024 (page 99) Ms Pratt Bennett said that this would go on his file and was a sign of insubordination. She also stated that payroll was not accurate

and that the claimant appears to have been using the business card for personal items. She suspended him on full pay.

57. I find that the meeting of 4 March 2024 cannot have been in the nature of an investigation meeting because Ms Pratt Bennett only had preliminary concerns at that date. Nothing that happened at that meeting can reasonably be relied on by the respondent as giving an opportunity to the claimant to reply to the allegations save in the broadest sense. Although Ms Pratt Bennett said that Mr Curtis Bennett did not deny the allegations on 4 March, and that would be consistent with his evidence before me and at the appeal hearing, he was not presented with the detail of the allegations at that time. On 4 March he did not have outline categories of the accusations, any information about the time period covered by the allegations or information about the amount of money which was said to be involved.

58. Mr Neville Bennett purported to lift Curtis Bennett's suspension on 4 April. Mr Bennett Junior had written to his father, page 102, saying that he refuted the allegations entirely and asked the managing director to lift the suspension. The latter agreed and asked for Curtis Bennett to continue for business continuity reasons to work from home (page 100). Plainly, there was a breakdown in working relations between the two directors who did not agree on the action to be taken against their Operations Director.

59. Then, on 5 April 2024, Ms Pratt Bennett wrote to the claimant (page 123), and this is relied on by the respondent as having provided the claimant with an opportunity to understand the allegations against him. The cross-examination of the claimant also referred to a schedule at page 262 and the accountant's analysis at page 264. Ms Pratt Bennett explained that 262 was a schedule of payments which, in her words, was "going to the County Court" – although no County Court proceedings have been commenced. In other words, as I understand it, it was not that prepared during her investigation. She spoke of a handwritten schedule which she typed up and later gave to the accountants but that is not in evidence.

60. I have already explained that page 264 was apparently prepared by independent accountants comparing what was going to the claimant's bank account with what Ms Pratt Bennett considered he was contractually entitled to. Again, not only was it not given to the claimant during the investigation or the disciplinary process, but it was not in existence at that time. Ms Laszczewska, who dealt with the appeal, said that she had a schedule but Ms Pratt Bennett said she had not given the appeal manager a schedule. It is plain that both Ms Laszczewska and Ms Pratt Bennett had available to them some documented details of the payments that they were concerned about. These documents appear to have set out when and where payments were charged to the claimant's business card which they considered were not justified by proper purposes taking into account his role and the contract. It is equally plain that the claimant at no time saw the evidence that they were relying on.

61. In those circumstances, the 5 April 2024 email at page 123 cannot reasonably be regarded as a full and sufficient set of the questions required by a fair investigation that obviated the need for further enquiries of the claimant or a

meeting at which the allegations would be put to him. However, he did not reply at all. It is true that, under the ACAS Code of Conduct, he has an obligation to cooperate with the investigation.

62. Between 3 and 10 April 2024 there was some communication between Mr Neville Bennett and Ms Pratt Bennett and, in particular, I note page 104 and 111, where there is an exchange with Ms Pratt Bennett asking whether Mr Neville Bennett has authorised specific types of conduct. These communications and her enquiries of him were not copied to the claimant.

63. Mr Neville Bennett's only reply is saying that he provided or retrospectively provides blanket authority , or, alternatively, if something is not covered by his authority it is his own fault for not questioning the payments and being sufficiently on top of the expenditure.

64. One of the emails does include an outline by Mr Neville Bennett about a conversation that he said took place when the card was provided, setting out some principles about what it could be used for. One is said to be the purchase of fuel. One of the allegations is that of purchasing fuel and claiming mileage. The contract does provide for claiming mileage. Again, the primary evidence about this is missing and there is allegation and counter allegation about how that came to be the case. Nevertheless, such information as Ms Pratt Bennett had available to her during the investigation does not appear to have been preserved. Her explanation for non-availability of the primary evidence does not explain that failure to preserve evidence.

65. On 19 April she sent an email to the claimant (at page 119) saying she had concluded her investigation and there are phrases in that which reads very much as though she had already concluded that the claimant was guilty of gross misconduct and was only convening a hearing to determine what the outcome should be.

66. On 22 April 2024 she invited him to a disciplinary hearing and the following day he was signed off sick (page 127 – 132). The respondent accepted that absence and postponed the disciplinary hearing.

67. The claimant entered a grievance at about this time but it is not relied on within this litigation and I say no more about it.

68. Then, on 25 April, the claimant requested that the disciplinary meeting take place by Zoom and the respondent agreed and it was arranged for 30 April 2024. The claimant was advised that he could bring a companion. Ms Pratt Bennett says, and I accept, that she had a long conversation with the claimant on this date.

69. On 29 April, when the first sick note was to expire and the day before the meeting was convened, the claimant emailed again (page 132) with a further sick note saying he was unfit to work for work related stress.

70. Without further recourse to the claimant, on 30 April Ms Pratt Bennett conducted the disciplinary hearing in his absence. Her conclusion was that the claimant was not genuinely unfit for the disciplinary hearing. She based that upon a long

conversation she had with him on 25 April and her perception of him in that meeting. She relied on the lack of direct contact from him telling her he was unfit to attend and she found that his assertion though producing the sick note that his health had deteriorated since 25 April to not be credible.

71. However, her oral evidence was that she was worried at the time that she was losing control of the business and that steps needed to be taken promptly to prevent the claimant from destabilising the company. She said that the claimant was continuing to use the credit card although she had told him not to and was approaching clients because she believed him to be forming a new company. The problem is that I do not have supporting evidence of that need for haste. Although it is certainly not unheard of for employees to seek to postpone a disciplinary hearing by untrue claims of sickness, it is very unwise for an employer simply to continue even when the hearing has been postponed once. There was no warning when it was postponed that there be no further postponement. See the terms of the appointment for 30 April at page 130. There was no communication to the employee of a message such as "Your note from the GP certifies that you are not fit to work, but it does not provide evidence that you are not fit for a disciplinary meeting". That is sometimes said in order to warn the employee that there is a risk that if they do seek to postpone the meeting further or not turn up then it would simply be held in their absence.

72. Also, the respondent had an obligation, in my view, to consider the importance of the meeting in the context of the opportunity that the claimant had had to respond to the allegations up to that point, and, as at that point, it was insufficient.

73. 1 May 2024 (page 135) was the date when the claimant was told of the fact and the reasons for his dismissal. It sets out particular findings at page 137 namely

> "the allegations against you fall under:
>
> 1.1 theft, dishonesty, or fraud;
>
> 1.2 serious insubordination;
>
> 1.3 refusal to carry out reasonable management instructions;
>
> 1.4 serious breach of the Company's policies or procedures;
>
> 1.5 unlawful discrimination, harassment, bullying or victimisation
>
> Due to the nature of the conduct that I identified and my findings that you had been liable under all grounds stipulated immediately above from point 1.1 to 2.5 (inclusive), my decision is that you are guilty of gross misconduct and you have committed fundamental breach of the Company's rules. You are therefore dismissed forthwith, This means that there will be no obligation on the Company to allow you to work your notice period or make a payment in lieu of notice."

74. Not only were the detail and scale of the theft, dishonesty, and fraud not set out in writing before the meeting that was then held in the claimant's absence, but the alleged insubordination was said to be twofold. The respondent relied on two

alleged acts:

a. The email with the written warning (the claimant was aware of that allegation in sufficient detail) but also

b. The allegation of insubordination in respect of the claimant approaching the managing director to seek to overturn the suspension and then working during the suspension.

75. From Ms Pratt Bennett's perspective, Mr Curtis Bennett was playing his father off against her. However, there is nothing on the face of it to say that either director had more authority than another. So if one director has authorised activity, is it right to say it is a disciplinary offence or gross misconduct to comply with that director's instruction, even if it is contrary to what the other director has told him. That is a factor which would be considered by the reasonable employer, acting impartially.

76. Ms Pratt Bennett may well have had justification for her suspicion that she was fighting off an attempt by father and son to oust her, but she still needed to consider whether the respondent was complying with employment law. I also think that no reasonable employer would have been witness/investigator and decision maker in respect of the allegation concerning their own son, and she agreed with that in hindsight.

77. Mr Neville Bennett had written authorising what Curtis Bennett had done after the event. There is no evidence of prior written authorisation. On page 104 he appears to attempt to countermand the dismissal but it was an effective dismissal, nonetheless. The attempt to do so is one of the things that causes me to accept that Ms Pratt Bennett probably had justification for her concerns that the father was seeking to get round her position in the company.

78. The claimant appealed to Ms Laszczewska on 7 May. I reject his allegation that Ms Laszczewska was not sufficiently independent. She came across in oral evidence as measured and professional in her approach. She rejected some of the allegations against him for sound reasons including the one that was based upon his alleged conduct against Mr Sibanda.

79. There was a face to face appeal hearing on 15 May. The minutes are at page 199. I note that a number of matters including at Section 2 that Mr Curtis Bennett asked for evidence to verify the allegations of misappropriation of funds. However, he is also recorded as not answering direct questions and as claiming that the direct questions were leading and incriminating. He is noted as having confirmed using the card to fuel his car and as stating that everything had been authorised by his father. There is nothing to indicate that Ms Laszczewska had provided Mr Benett Junior with copies of the documents that she had available to her setting out the full detail of what she was considering.

80. She did go through the allegation of insubordination in relation to seeking to overturn his suspension in some detail and the claimant had an opportunity at that meeting to explain his position. There is no evidence that this had been set out in writing as something to be considered by the decision maker in advance

of Ms Pratt Bennetts's decision. It is not listed in the investigation conclusion on page 119. Therefore, it was not until the claimant received the dismissal decision that he would have known that his challenge to his suspension was included in the disciplinary action or that he needed to reply. That is another detail of the way that this investigation process failed to give the claimant an reasonable opportunity to respond to the allegations; it is outside the range of reasonable responses.

81. The appeal outcome was sent on 20 May. I accept that the letter itself was misdated but the letter at page 198, the email at page 143 is reliable. Ms Laszczewska sent it on 20 May dismissing the appeal for the reasons that are outlined there.

The law

82. Once the tribunal has decided that there was a dismissal they must consider whether it was fair or unfair in accordance with s.98 ERA 1996.

"Section 98 Employment Rights Act 1996

(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 principal 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-

(a) Relates to the capability or qualifications of the employee for performing work of the kind which he was employed by the employer to do,

(b) Relates to the conduct of the employee,

(c) Is that the employee was redundant, or

(d) is that the employee could not continue to work in the position which he held without contravention (either on his part or on that of his employer) of a duty or restriction imposed by or under an enactment.

(3) In subsection (2)(a)—

(a) "capability", in relation to an employee, means his capability assessed by reference to skill, aptitude, health or any other physical or mental quality, and

(b) "qualifications", in relation to an employee, means any degree, diploma or other academic, technical or professional qualification relevant to the position which he held.

(4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal was fair or unfair (having regard to the reason shown by the employer)-

(a) depends 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

(b) shall be determined in accordance with equity and the substantial merits of the case."

69. If the tribunal is satisfied that the respondent has proved a potentially fair reason for dismissal then they must go on to consider whether the decision to dismiss the employee was fair or unfair. That depends on whether in all the circumstances the respondent acted reasonably or unreasonably in treating that reason as a sufficient reason for dismissing the employee.

70. When the employee's conduct is said to be the reason for dismissal then I find guidance for the approach I should take to that task in the case of British Homes Stores v Burchall [1980] ICR 303 EAT and other subsequent cases which built upon the test which has become known as the "Burchall test". I need to be satisfied that before deciding to dismiss the employer had formed a genuine belief in the employee's guilt. However, in order for it to be reasonable for the employer to treat the conduct as sufficient reason to dismiss the employer must have had in mind reasonable grounds for that belief and at the stage that the belief was formed the employer must have carried out as much investigation as was reasonable in the circumstances.

71. I must ask myself whether the conduct of the respondent fell within what has been described as the "range of reasonable responses". It is not whether I would have reached the same conclusion as the employer in question, but whether their conclusion or decision was one within the range of reasonable responses to the employee's conduct. The same is true of the employer's conduct of their investigation into the claimant's alleged misconduct. The question for me is whether the investigation was within the range of reasonable responses which a reasonable employment might have adopted: J Sainsbury plc v Hitt [2003] ICR 111, CA.

72. This applies not only to the decision but also to the investigation process. Was the investigation process one open to the reasonable employer? So, the investigation does not have to be beyond criticism, the question is whether it was within the range of reasonable responses which a reasonable employer might have adopted. It does not have to be such thoroughness that it could compare with a police investigation. I also take into account paragraph 5 of ACAS Guide to Discipline and Grievance at Work (2015) and the case of Sunshine Hotel ltd t/a Palm Court Hotel v Goddard UKEAT/0154/19 which does make clear that it is not necessary in every case not to hold a separate investigation meeting. The point of the ACAS Code in that respect is that the employee needs a fair opportunity to answer the allegations.

73. The full wording of s.98(4) ERA does repay studying because the question of whether a dismissal was fair or unfair having regard to the reasons shown by the employer, depends 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. This is a small company; the accounts at the time disclosed some 20 employees; the directors were falling out with each other and the allegations were made against one of the senior members of staff. There were a very small number of people who could potentially have dealt with the process. However, it is clear that the employer did have available access to advice because, during the course of the process, Ms Pratt Bennett seems to have taken advice and although I find that Ms Laszczewska was independent, Ms Pratt Bennett's role in the initial decision is problematic. Even taking into account the size of the organisation there would have been the opportunity to go outside the organisation for an investigation, for example.

Conclusions on the Issues

74. The particular challenges that are made by the claimant are set out in paragraph 8 of his statement.

75. He starts (para.8.1) by arguing that no reasonable employer would have concluded that the appointment to operations director was fictitious. Although I find that the contract was genuine, I do not think it had anything to do with the reason for dismissal.

76. He argues (para.8.3) that suspension was an act of retaliation and not for a proper purpose. I reject that. Ms Pratt Bennett had genuine grounds for the suspension and for the suspicion that the claimant had been using the business credit card for improper purposes such as personal expenditure. Given his seniority, suspension while those suspicions were investigated was the obvious and proper course of action. In oral evidence before me he was asked in more detail about the schedule of payments alleged to have been made to him (a schedule which was written after his dismissal). Whilst he did not accept that the payments had been made to him or authorised by him, he did not deny that there had been occasions where payments were made to him of large sums of more than his contractual salary of £28,000 gross per annum. His explanation did not make sense compared with the terms of the contract. That evidence tends to suggest that what Ms Laszczewska said about his conduct in the appeal meeting which caused her to find him not credible was probably accurate.

77. So far as the investigation is concerned, the claimant argued that it was outside the range of reasonable responses because there was no investigation meeting. That of itself would not necessarily be outside the range of reasonable responses but no reasonable employer would have failed to put the allegations fairly to the employee at some stage in the process before making a decision on guilt. Although it is not necessary to have a specific investigation meeting in all cases, it was not until the appeal hearing that it is even arguable that the claimant had a fair opportunity to respond to the allegations. He did not have the detail of the allegations sent to him in advance. There was certainly no fair opportunity before

a decision was taken that he was guilty of gross misconduct for him to respond, given my finding that that was decided by the decision maker at the end of the investigation and before the disciplinary meeting held in the claimant's absence on 30 April 2024. I accept that the consequence was that in this process, taken as a whole including at the appeal, the claimant did not have a fair opportunity to respond to all of the allegations that were found against him.

78. It is true that, up to a point, the criticisms of the claimant that he was evasive and would not cooperate have some basis in fact, and that in principle would have been reasonable for an employer to take into account when deciding whether or not the conduct allegations were made out. However, he still needed to have the full detail of the case set out for him to respond to and it is not merely academic to consider whether there was any correlation between the amounts that are set out and what Mr Neville Bennett said he had authorised could be spent on incidentals, for example. A fair investigation and decision would have been much more granular than appears to have been the case here. Such detail as there was, was not laid out to the claimant even at the appeal stage for him to comment on.

79. I think it is fair to criticise the respondent for proceeding with the disciplinary meeting when the claimant was certified unfit to work and he had not been warned that that might happen or given the opportunity to answer all of the allegations in writing. If that had been the only matter however, it would have been rectified by the holding of a fair appeal meeting.

80. The appeal meeting was a more thorough consideration of the allegations but the respondent still did not set out the allegations against him in full detail so that he could respond to them. I reject the allegation that the appeal decision maker was tainted because of being a close friend of the decision maker. She was independent and appropriate.

81. The claimant argues is that no reasonable employer would have concluded there was a misuse of the credit card when it had been authorised by the managing director. There is something in this argument and, as I say, a reasonable employer would have gone through the primary evidence in more detail to give the claimant a fair opportunity to respond to the allegations. If the claimant had had a fair opportunity to respond to the details which were taken into account by the decision makers and they had had reasonable grounds after a reasonable investigation for upholding the allegations, for example on the scale that is set out in the earlier list of payments at page 262, then that would be use of the business credit card for a number of personal expenses. Even if that were with the authorisation of the managing director, it would not have prevented it being misappropriation if it was on the scale that is set out. The contract specifies there should be authorisation of expenses in advance. There is no written evidence of that. There is apparently no evidence of these personal sums being declared as income for tax purposes.

82. Ms Pratt Bennett argues that the director cannot act outside his authority and cannot sanction wrongdoing against the company particularly where it potentially means that the employee and the employer are under-declaring benefits for tax purposes. In principle, the point is valid. However, the reasonable employer

acting reasonably would take reasonable steps to understand the scale of the wrongdoing, set it against what is said by the director about authorisation and then making a judgment about whether this is wrongdoing by the employee and outside the terms of the authority.

83. It is argued that no reasonable employer would conclude that the claimant's email about Mr Sibanda's actions was insubordination, the one about the payslips. I reject that. It does come across as though the claimant was warning Ms Pratt Bennett. A reasonable employer would have taken into account that email together with the one that appeared to retract it to decide whether or not disciplinary action should be taken.

84. It was also suggested that a decision on insubordination was also taken based upon the refusal to accept suspension. This the claimant did have an opportunity to address at appeal and, on balance, I think it was a reasonable inference in all the circumstances to conclude, or it was open to Ms Laszczewska to conclude that Mr Bennett was turning to his father knowing that he was in dispute with Ms Pratt Bennett. There had been unexplained acts in relation to access to documents; there had been the registering of Mr Curtis Bennett as a Statutory Director without a meeting taking place; the registering of a change of ownership. So, on balance, I think the respondent could reasonably conclude from what it knew that it was insubordination by Mr Curtis Bennett against one director to seek to overturn the suspension by appealing to the other director who was of equal authority.

85. However, the factual reasons for dismissal were not insubordination alone but also the alleged theft and fraud.

86. The next allegation by the claimant is that disciplinary action was not for a proper purpose because it was part of an internal power dispute. Certainly, all of the participants' motivation is muddled because of the internal power dispute but, given what Ms Pratt Bennett said she discovered, any reasonable company would need to investigate it in the first place.

87. Having discussed the different points raised by the claimant as being the circumstances relevant to whether the dismissal was fair or unfair, I turn to the Burchell test. I accept that the respondent had a genuine belief in the employee's guilt. Both Ms Pratt Bennett and Ms Laszczewska genuinely believed that the claimant had misappropriated company funds by misusing the business credit card and genuinely believed him guilty of insubordination both by attempting to administer a written warning and not complying with the terms of suspension.

88. There was some reasonable basis for some of what they concluded about the two effective reasons for dismissal. Overall, taken as a whole, they did not have reasonable grounds for the belief because they had not carried out as much investigation as was reasonable in all the circumstances.

89. The claimant did not have sufficient information about any of the allegations at the investigation stage. Had he had that information then, potentially, proceeding in his absence would have been within the range of reasonable responses

because he would have already had a fair opportunity to reply to the allegations. The one email which invited comment had such limited specificity that it cannot reasonably be regarded as informing the claimant of the case against him. Furthermore, the decision of Ms Pratt Bennett that the claimant's actions were gross misconduct appears to have been made during the investigation before the date of the intended meeting with the claimant. That pre-determination was compounded by having the meeting in his absence with no warning that that would occur. Overall, what happened up to the point of dismissal it cannot be regarded as giving the claimant a reasonable opportunity to respond to the allegations.

90. The appeal was fairer because Ms Laszczewska was independent, and focussed on the core allegations. However, the fairness was undermined by the claimant not having available in advance the evidence that Ms Laszczewska had which caused her to conclude that the claimant had misappropriated funds by misusing the company credit card. It is not possible to say that the decision was fair simply because there is one element of it that the claimant did have an opportunity to respond to (namely the allegation of insubordination). The factual reasons for the decision to dismiss and to reject the appeal depended heavily on both the alleged misappropriation and the alleged insubordination. Whether either Ms Pratt Bennett or Ms Laszczewska would have come to the same decision had the claimant's response been available is not for the liability stage.

91. There was one element, the allegation that working during suspension was insubordination, which was put to him at the appeal hearing and, in respect of that part of it you could, potentially say that he had a reasonable opportunity to respond. Despite having some reservations about disciplining an employee who states they have acted within the scope of authorisation from the managing director I conclude that the reasonable employer in the situation of this employer might consider that, when Mr Curtis Bennett worked during suspension with the authority of the managing director, he was nevertheless insubordinate to the other director. However, that factual reasons plays too small a part in the picture overall to say anything other than, taken as a whole, there was no reasonable basis for the conclusion that the claimant was guilty of the conduct alleged. The claimant was unfairly dismissed.

Approved by:

Employment Judge George

9 April 2026

JUDGMENT SENT TO THE PARTIES ON
10 April 2026

FOR THE TRIBUNAL OFFICE

Notes

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/