



## EMPLOYMENT TRIBUNALS

**Claimant:** Mrs Louise Horn

**Respondent:** Arada Limited

**Heard at:** By Cloud Virtual Platform on 09 and 10 February 2026

**Before:** Employment Judge Elizabeth Gibson

### Representation

Claimant: In person

Respondent: Mark Brettell, director of the Respondent

## RESERVED JUDGMENT

The judgment of the Tribunal is as follows:

The complaint of unfair dismissal is not well founded and is dismissed.

# REASONS

## Introduction

1. In this case the Claimant, Mrs Louise Horn brings a complaint of unfair dismissal due to redundancy against her former employer Arada Limited (“Arada”).
2. The Respondent denies the Claimant's claim.
3. By way of background the Respondent is a small company based in Axminster, Devon which manufactures stoves including wood burning, multi-fuel, gas and bioethanol fires.
4. The Claimant was employed by the Respondent for more than ten years. Initially Mrs Horn was engaged as a personal assistant to the two directors of the company to cover a colleague's maternity. She then took on a combined role as personal assistant to the directors and human resources advisor.
5. Latterly her role was solely that of a human resources advisor, a position she held for the eight years prior to her dismissal.
6. In early 2024 the Respondent faced significant financial pressures and was reducing its UK operations. Consequently it was in the process of making a number of redundancies to make cost savings (the "Redundancy Programme").
7. The Claimant was dismissed on 30 October 2024. She was paid ten weeks' notice plus a redundancy payment of £7,982.16.

## Procedure and evidence

8. The hearing took place by remote video platform on 09 and 10 February 2026.
9. I was referred to a bundle of 78 pages of documentary evidence.
10. The Claimant provided a written statement which was used as her witness statement and evidence-in-chief.

11. Mr Mark Brettell, the Respondent's co-director, provided a witness statement.
12. There was little significant conflict in respect of the events surrounding Mrs Horn's dismissal in either the documentary or oral evidence.
13. The Claimant gave oral evidence and was cross examined by Mr Brettell. She did not call any other witnesses.
14. Mr Brettell also gave oral evidence and was cross-examined by Mrs Horn. The Respondent did not call any other witnesses.
15. Both Mrs Horn and Mr Brettell made detailed closing submissions.

### **The Issues**

16. As both parties were unrepresented and because there was no case management hearing, I set out the issues I had to determine in a claim for unfair dismissal due to redundancy. These were:
  - 16.1 Was the Claimant dismissed? Both parties agreed Mrs Horn was dismissed by the Respondent.
  - 16.2 What was the reason or principal reason for the dismissal? The Respondent said the reason was redundancy. Redundancy is a potentially fair reason for dismissal under s98(2) of the Employment Rights Act 1996 ("ERA 1996").
  - 16.3 If the reason was redundancy, did the Respondent act reasonably in all the circumstances in treating that as a sufficient reason to dismiss the Claimant. In such circumstances the Employment Tribunal ("ET") will usually decide, in particular, whether:
    - i. The Respondent adequately warned and consulted the Claimant;
    - ii. The Respondent adopted a reasonable selection decision, including its approach to a selection pool;

- iii. The Respondent took reasonable steps to find the Claimant suitable alternative employment;
- iv. The decision to dismiss the Claimant was within the range of reasonable responses open to a reasonable employer when faced with the same facts Arada was faced with; and
- v. If the Respondent did not use a fair redundancy procedure, would the Claimant have been dismissed in any event and/or to what extent or when?

17. I stated at the outset that the documentary evidence suggested that the Claimant's was the only individual at Arada holding an in-house HR advisor role and therefore the question about the company's approach to a selection pool was not relevant because there was effectively a pool of one person. Both parties agreed this was correct.

18. The Claimant also asserted:

- 18.1 The Respondent's decision to dismiss Mrs Horn for redundancy had been pre-determined, prior to her receipt of an "at risk of redundancy letter" from Mr Brettell;
- 18.2 The Respondent had engaged an external HR consultancy to replace her role prior to Mrs Horn's dismissal which rendered her redundancy process a sham meaning her dismissal was unfair;
- 18.3 The Respondent did not genuinely consider the alternatives to making Mrs Horn redundant such as *"bumping" another member of staff* and had not informed her about a customer services advisor role advertised by the Respondent in October 2024; and
- 18.4 The redundancy process was not conducted in a fair or meaningful way.

### **The Relevant Law and Legal Principles**

19. The starting point for any unfair dismissal claim is s98 of the Employment Rights Act 1996 (the "ERA 1996") which provides:

*"(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 (of, 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 to justify the dismissal holding the position which the employee held.*

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

*....*

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

*(4) Where the employer has fulfilled the requirements of subsection (1) the determination of the question whether the dismissal is 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."*

20. Both the Claimant and the Respondent agreed Mrs Horn's dismissal had been by reason of redundancy. Redundancy is defined in s139 ERA 1996 as:

*"(1) For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to -*

*(a)...*

*(b) the fact that the requirements of that business -*

*(i) for employees to carry out work of a particular kind, or*

*(ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish."*

21. In considering redundancy cases I have to remember that when looking at an employer's decisions this must be in the context of what it considered were the requirements of the business at the relevant time and in the relevant circumstances, the priorities of the business and which kind of work (or employee) has become surplus to requirements.
22. The law does not generally interfere with an employer's freedom to make business decisions. I cannot look behind the Respondent's decision or require it to justify how or why a diminished requirement had arisen provided it is a genuine reason for a redundancy dismissal.
23. When I find the reason for dismissal, I then must consider whether that reason was fair or unfair (the burden of truth is neutral as between the parties).
24. In respect of the question of fairness, it has been emphasised by the Employment Appeals Tribunal (the "EAT") and the Court of Appeal that whether or not an employer acted reasonably in the circumstances of a particular case is essentially a question of fact for the ET.
25. I must apply the test of whether the decision to dismiss the Claimant was within the range of reasonable responses of a reasonable employer in the relevant circumstances which include the size and administrative resources of the employer/Respondent. In applying this test I must determine this question in accordance with equity and the substantial merits of the case.
26. In law, therefore, the question I must decide is whether Mrs Horn's dismissal lay within the range of conduct which a reasonable employer could have adopted.
27. Lord Bridge in **Polkey v A E Dayton Services Limited** [1987] IRLR 503, [1988] AC 344 gave a useful overview of a fair process and stated:

*"In the case of redundancy the employer will normally not act reasonably unless he warns and consults employees affected or their representatives, adopts a fair basis on which to select for redundancy and takes such steps*

*as may be reasonable to avoid or minimise redundancy by redeployment within his own organisation.”*

28. The consultation element of a fair procedure is very important in showing that an employer has acted reasonably. In **Williams and others v Compair Maxam Limited** [1982] ICR 156 ("Compair Maxam"), the EAT laid down guidelines that a reasonable employer might be expected to follow in making redundancy dismissals.
29. Compair Maxam also stressed that it is not for me to impose my standards in deciding whether the Respondent should have behaved differently – that would be a case of substitution which would be wrong in law.
30. In this case the EAT suggested that a reasonable employer would be expected to consider:
  - 30.1 Whether selection criteria were objectively chosen and fairly applied;
  - 30.2 Whether employees were warned and consulted about the redundancy;
  - 30.3 Whether, if there was a union, the union's view was sought, and
  - 30.4 Whether any alternative work was available.
31. ETs frequently derive assistance from the Compair Maxam guidelines, but it is important to remember that these guidelines are not principles of law but standards of behaviour that can inform the reasonableness test under s98(4) ERA 1996.
32. Therefore I need to determine whether each stage of Mrs Horn's redundancy process was within the range of reasonable responses of a reasonable employer in the same circumstances as the Respondent.
33. Consideration of alternative employment is an important part of a fair redundancy process.
34. When a question of alternative employment arises in the context of an unfair dismissal claim, the reasonableness test under s98(4) of the ERA 1996 requires me to consider whether the Respondent's actions lay within the range of responses of a reasonable employer.

35. By way of example in **Amazon.co.uk Ltd v Hurdus** EAT 0377/10 ("Amazon") following a reduction in the volume of recruitment of managerial and IT staff, A Ltd decided that it would reduce the number of recruiters it employed from two to one. H was selected for redundancy. H applied for a permanent position as labour manager, a post that was at that time being filled temporarily by D, a fixed-term employee. H and D were both interviewed for the permanent position, but it was awarded to D. H successfully claimed in the ET that his dismissal was unfair because A Ltd had not done enough to find him an alternative role.
36. The EAT overturned the ET's decision, holding that the question was whether A Ltd had taken reasonable steps to find alternative employment for H so that he could retain his employment. Even if H had no realistic prospect of securing the labour manager's position because the job had been effectively promised to D that did not render his dismissal by reason of redundancy unfair. A Ltd could only have been found to have acted unreasonably in this context if there was a vacant post for which H was suitable but for which he was not considered.
37. The EAT also confirmed in **Whittle v Parity Training and Another** UKEAT/0573/02 ("Whittle") that reasonable steps does not mean exhaustive or "*every conceivable step*". However the employer must take such steps as are reasonable in the circumstances to identify alternative roles.
38. There may be cases where it might be reasonable for the employee to look for a vacancy that might be created, possibly at the expense of another employee, a transferred redundancy. This is called "bumping" as per Bean J (as he then was) in the case of **Lionel Leventhal Ltd v North** UKEAT/0198/10 and is case specific.
39. In **Mirab v Mentor Graphic (UK) Limited** UKEAT/0172/17/DA ("Mirab") a case concerning the reasonableness of a redundancy dismissal, the EAT held that the ET had erred in its approach to the consideration of alternatives.
40. The ET had wrongly assumed there was a general rule that an employer was not required to consider subordinate positions unless raised by the employee.
41. In **Thomas and Betts Manufacturing Co v Harding** 1980 IRLR 255 CA ("Thomas and Betts"), the Court of Appeal ruled that an employer should do what it can so far as is reasonable to seek alternative work and this can include transferred redundancy.

42. However there is no rule that an employer must always consider "bumping" or whether to offer a subordinate role in order to fairly dismiss an employee in a redundancy case (see **Barratt Construction Limited v Dalrymple** [1984] IRLR 385 ("Barratt") and Whittle.)
43. In Barratt the EAT held it will not necessarily be unreasonable for an employer to assume that an employee would not wish to accept a subordinate position. The EAT suggested that "without laying down any hard and fast rule" a senior manager who was prepared to accept a subordinate post rather than being dismissed should make this known to his or her employer as soon as possible.
44. The question of timing is important too, since the reasonableness of a dismissal is dependent on the situation known to the employer at the time of the dismissal, the appearance of an alternative job after the employee has been dismissed cannot make the dismissal unfair.
45. In **Maguire v London Borough of Brent** EAT 0094/13 ("Maguire") the EAT held that an ET had been wrong to find that M's dismissal was fair when a suitable alternative position, as was accepted by the employer, was expected to become vacant while M was serving his notice period.
46. A review into this position took longer than anticipated and it was still ongoing both when M's notice expired and at the time of the unfair dismissal hearing.
47. The ET had considered that the position was not a "vacancy" at the time M's redundancy took effect and his dismissal was fair. The EAT concluded that the ET had fallen into error. Remitting the case for consideration by a fresh ET, it noted that:
- 47.1 The time to consider the reasonableness of the dismissal is the time the dismissal occurred; and
- 47.2 In view of the facts in existence when M's employment ended, the ET had erred in failing to make findings as to the reasons why the review was delayed; why the position was not considered vacant while it was under review; why M's departure date was not or could not be deferred pending completion of the review; or why the employer considered that M could not occupy the position pending completion of the review.

48. In **Octavius Atkinson and Sons Ltd v Morris** [1989] ICR 431 CA ("Octavius"), new work became available only hours after the employee was dismissed on account of redundancy. The Court of Appeal held that this made no difference to the question of fairness. However, where an employer knows that work will become available in a short time it may be unreasonable to dismiss an employee for redundancy.
49. The question whether an employer's decisions fell within the range of reasonable responses is for me to determine on the particular facts of the case.
50. Furthermore when considering an unfair dismissal claim, I must have regard to the overall process.

### **Evidence and Findings of Fact**

51. In making my findings I have carefully considered all of the evidence provided as well each party's closing submissions. All of my findings are made on the balance of probabilities.

### **The Redundancy Process**

52. The Claimant's redundancy process consisted of the following elements:
- 52.1 The Respondent's undated redundancy business case (at pages 35 to 37 of the bundle) which set out:
- i. The financial pressures faced by the business, including difficulties in meeting sales targets due to the rising cost of living and economic difficulties;
  - ii. The company was looking to cut costs across all areas;
  - iii. In relation to the HR department, use of technology, external support from NatWest Mentor ("NWM") and Mrs Horn's role needed to be looked at, especially since reduced staff numbers looked to be around 40 from a peak of 80;
  - iv. The HR role could be outsourced to support the factory, where staff numbers would be 16 and where managers could carry out daily HR-related tasks such as holiday and sickness approval;

- v. An outsourced solution would also cover more complex matters;
- vi. The HR role would disappear from the structure with line managers taking any day-to-day responsibility for their staff;
- vii. In respect of any steps taken to try to avoid the need for redundancy it stated that the business had no vacancies and that with reduced staff numbers day-to-day HR responsibilities could be taken up by other employees supported by an external agent/consultants.

52.2 A letter dated 12 August 2024 sent to Mrs Horn from Mr Brettell inviting her to a consultation meeting on 19 August 2024 and explaining:

*"The organisation is considering potentially making your role within the HR team redundant because we have reduced our staffing numbers meaning the role could be outsourced to mainly support the factory where staff numbers will reduce to 16. Unfortunately, your post is therefore at risk of redundancy.*

*The organisation will now begin its consultation process with you. The purpose of consultation is to explore ways of avoiding or reducing the number of redundancies. It is also an opportunity for you to make any suggestions or proposals as to how redundancies could be avoided or minimised, as well as raising any other concerns or questions. Additionally, this consultation is an important way for the organisation to identify your needs and offer any support or assistance you may require.*

*No final decisions have as yet been taken and will not be made until consultation with you has concluded. If you have any suggestions or proposals as to how the need for redundancy can be avoided or reduced, please let me know at our next meeting. All suggestions will be given due consideration."*

52.3 A redundancy consultation meeting on 19 August 2024 attended by the Claimant, Mr Brettell and Mr Tyrrell from employment consultants Fitzgerald HR ("FHR") where the following matters were discussed as set out in notes from the meeting (at page 39 of the bundle) (the "Respondent's Notes"):

- i. The appointment of FHR;

- ii. Mrs Horn questioned whether she could work part-time, but which she said at the time was not an option;
- iii. Mrs Horn would consider redundancy but wanted to understand if the business was willing to support her by allowing her access to materials during any notice period as she was pursuing her CIPD qualification.
- iv. Mr Brettel confirmed if redundancy was the final outcome that he was sure such support could be forthcoming; and
- v. Mrs Horn said she would prefer to go on garden leave if she was made redundant

52.4 On 19 August 2024 the Claimant was invited to a further consultation meeting on 21 August 2024 by Mr Brettell (at page 43 of the bundle).

52.5 The letter stated that:

- i. A redundancy situation had arisen due to the "*significant challenges in meeting our sales figures as a result of the rising cost of living and the recession, meaning we have to cut costs right across the business.*";
- ii. As this was a formal meeting that could result in the decision being made to terminate the Claimant's employment on redundancy grounds she was entitled to be accompanied by a work colleague or a trade union official; and
- iii. No final decision had been made and Mrs Horn would have the opportunity to put forward any comments, concerns or counter-proposals.

52.6 A second consultation meeting was held on 21 August 2024 between Mrs Horn and Mr Brettell with Lynne Boniface (Mr Brettell's personal assistant) the minutes of which show (at pages 44 and 45 of the bundle) that:

- i. Mrs Horn did not choose to be accompanied;
- ii. There was further discussion about Mrs Horn going part-time where Mr Brettell suggested two days or 16 hours a week;

- iii. Mrs Horn said if she had to decide there and then she would have to say no because she would have to find another part-time post because she needed to work nearer to full-time hours as she had personal financial commitments; and
- iv. Mr Brettell said that there were no other vacancies available, and it now came down to whether a part-time role would be an option for her.

52.7 By letter later that day (at pages 44 to 45 of the bundle), Mr Brettell confirmed the Claimant's redundancy with ten weeks' notice, plus payment for two-and-a-half days' holiday pay, a redundancy payment of £7982.16 and access to company documents to help with Mrs Horn's CIPD qualification.

52.8 During her notice period Mrs Horn was on garden leave. Mrs Horn was advised she could appeal the redundancy decision but declined to do so.

52.9 She said:

*"I did not escalate my redundancy through the Right to Appeal because I had no new information for Arada to consider. Throughout the redundancy process, I consistently raised my concerns about Arada's decision to engage an external consultant to replace my role, and I did not believe an appeal would result in a different outcome."*

53. My initial findings in respect of the redundancy process are:

- 53.1 The Respondent no longer required an in-house HR advisor and this was clear from its business case and that its workforce had decreased due to the economic challenges Arada was faced with;
- 53.2 When it came to the Respondent's decision to make the Claimant's position redundant she was in a pool of one – there was only one in-house HR advisor role in Arada;
- 53.3 On this basis Mrs Horn's role being selected for redundancy falls within the range of reasonable responses test

- 53.4 The Respondent adequately warned and consulted with Mrs Horn – as shown in its letters to the Claimant and in the Respondent's Notes which clearly set out its rationale for treating Mrs Horn's role being at risk of redundancy;
- 53.5 The Respondent's Notes and the minutes of the second consultation meeting demonstrated a robust redundancy procedure was undertaken by the company and that Mr Brettell had not closed his mind to the possibility of Mrs Horn going part-time, suggesting two days or 16 hours a week;
- 53.6 The Claimant was given the opportunity to appeal the redundancy decision but declined;
- 53.7 Consequently and notwithstanding the Claimant's other complaints about the process, I also find that the redundancy procedure and the decisions taken were prima facie within the range of reasonable responses of a reasonable employer in the same circumstances as the Respondent.
54. After the formal redundancy process the Claimant discovered a "customer services advisor" role was advertised by the Respondent in October 2024 which was prior to her effective date of termination on 30 October 2024.
55. She said: *"Although the salary was significantly lower than my HR Advisor role, I understand that employers are required to notify "at risk" employees of all vacancies, even those they consider unsuitable."*
56. I address this issue later in the section headed "The New Sales Role".

#### Appointment of Fitzgerald HR

57. Around the same time as the Redundancy Programme, the Respondent decided to seek to replace its external HR advisors, NWM.
58. The Respondent had been using NWM on a rolling contract for several years. Mr Brettell explained that the directors felt the advice had become slow and was not assisting them effectively and that decided to explore alternative support.
59. Following research and a presentation from FHR, the Respondent engaged the consultants.

60. FHR provided a comprehensive presentation setting out the proposed services it offered (at pages 2 to 18 of the bundle) including the options that could be made available to the Respondent (the "Presentation Document"),

61. The introduction to the Presentation Document stated:

*"You are currently working through a restructuring program with the aim of reducing overheads across all departments. You are already outsourcing some of your manufacturing overseas and are in the process of reducing your headcount from 58 staff to 38 by the end of summer 2024.*

*As part of this restructuring, you are exploring how to achieve a more efficient HR service for your scaled-back workforce. Currently, you employ a full-time HR administrator and also receive support from NatWest Mentor.*

*Your contract with NatWest Mentor expires in the summer of 2024.*

*You are seeking to explore the options of fully outsourcing your HR requirements to an external partner that can provide an efficient and experienced service."*

62. It then provided a description of FHR's "Client Membership Services" which included three elements - "People Partnering", "Employee Relations" and "Talent and Culture".

63. The services were described as follows:

*"We'll agree a set number of retained hours with you...If you need more than your retained hours in a month, that's no problem. We'll always be available to meet the demand and as a Client Member you'll receive a discounted hourly rate."*

64. FHR recommended a client membership arrangement with allocated resources of seven hours a month at a fee of £736. I noted that this was more than the Respondent paid for monthly services from NWM which was £211 a month.

65. I find that the Presentation Document was simply that – a pitch to do work for the Respondent for a set fee.

66. The Respondent engaged FHR and entered into a client membership agreement (the "Agreement") on 24 July 2024 with a commencement date of 01 August 2024.

67. The Agreement provided that Arada Ltd would be a client member on a bespoke plan. The following clauses of the Agreement are relevant to the Claimant's claim:

*"We will provide people management services and solutions as and when required by the Client which include the services detailed in Schedule 1."*

68. Schedule 1 provided details of a wide range of services across the three service elements I set out above.

69. The Respondent's services plan was for:

69.1 Seven hours of people management advice a month at £736;

69.2 Access to an on-line platform of HR resources; and

69.3 A 13 per cent discount for any services required above the seven hours a month at £95.70 an hour.

70. The Claimant asserted that the arrangements with FHR demonstrated that its appointment meant that her role was being replaced by the consultancy and that therefore the Respondent's decision to make her redundant was pre-determined. She relied on the following matters to substantiate her claim.

70.1 FHR was engaged on 24 July 2024 with the commencement date of the Agreement being 01 August 2024 – both dates pre-dated the start of her redundancy process;

70.2 At the consultation meeting of 19 August 2024, Adrian Tyrrell, a representative of FHR was present and she considered this was inappropriate;

70.3 She was surprised by Mr Tyrrell's attendance and questioned him about his role and stated in her oral evidence that: *"It was the fact that they were there doing the role I normally do. That was my main gripe"*;

70.4 Although Mrs Horn accepted the Respondent was within its rights to engage FHR she considered it would have been better for Mr Brettell to seek support at the consultation meeting from NWM;

70.5 She said:

*"I raised concerns during the first consultation meeting about the presence of Mr Tyrrell from [FHR], as I believed this created a conflict of interest. [FHR] stood to benefit directly from my redundancy, having been engaged to take over my role.";* and

70.6 She claimed that all of the Respondent's HR needs had been outsourced to FHR prior to any consultation with her which meant the Respondent had replaced her prior to any redundancy process which was therefore not genuine and inherently unfair.

71. Throughout the hearing Mrs Horn repeatedly made this latter claim albeit using different forms of words. In summary she asserted the decision to make her role redundant was pre-determined and the consultation process was not meaningful because FHR *"had already been appointed to assume my responsibilities and take over my role and the redundancy process lacked transparency."*

72. She said her notes of the first consultation meeting (in an email of 28 August and at pages 48 to 50 of the bundle) showed this was the case (the "Claimant's Notes").

73. The Claimant's Notes substantially expanded on the Respondent's Notes.

74. In respect of the Respondent's Notes and its further notes of the second consultation meeting and the Claimant's Notes, I make the following findings:

74.1 The Respondent's Notes were undated (see page 39 of the bundle) and short but they clearly recorded Mrs Horn's frustrations;

74.2 The Respondent's notes of the second consultation meeting were also short but showed there was more discussion about Mrs Horn going part-time;

74.3 Mr Brettell was clear that because staff numbers in the business had decreased, there was no longer a need for a full-time HR advisor;

74.4 Some matters in the Claimant's Notes were disputed by Mr Brettell but I find the following:

- i. Mr Brettell explained that some of the Claimant's responsibilities would be re-allocated to other members of staff - *"Lynn would do letters, Dave would have more responsibility with management of the factory staff and Jake would do the RIDDOR reporting"*;
- ii. Mr Brettell was clear with the Claimant that the role of HR advisor was at risk of redundancy because the number of people working in the factory had reduced significantly;
- iii. The question of whether the Claimant could work part-time was explored and Mr Brettell suggested 16 hours or two days hours a week;
- iv. Mrs Horn confirmed she could not afford to do this.

75. The disputed elements of the Claimant's Notes revolved around the question of outsourcing – the Claimant emphasised that FHR's engagement meant her role was being/had been outsourced before she was told she was at risk of redundancy.

76. Mr Brettell said:

*"In Louise's emails of 28th August, Louise expands on the notes of the meeting and in particular comments "I [Mrs Horn] stated that I believed the decision to make my role redundant had already taken place as Mark had engaged a company to take over my roles and responsibilities once my role was made redundant." This demonstrates Louise's perception and miss [sic] understanding of the engagement of Fitzgerald HR, it is hard to conceive how anyone could believe that a 7 Hours per month of management support contract amounts to replacement of a full time 38 hours per week position within the company."*

77. He emphasised in cross examination that:

77.1 Mrs Horn had fundamentally misunderstood the nature of FHR's engagement which had led her to believe her full-time role was being outsourced; and

77.2 The FHR documentation included statements as to what it could do as well as what it was engaged to do.

78. Mr Brettell said that the internal work which Mrs Horn had undertaken was being absorbed by line managers and that if complex HR matters arose this was when he would turn to FHR.

79. He said:

*"At the core of Louise's case against Arada is her claim...that an external HR company...had been employed already to provide HR services as provided at the time by Louise Horn, therefore making her role redundant. Clearly this is a completely wrong assumption by Louise and hence Arada's defence of this claim is clarifying the role of the new HR consultants replacing the NatWest Contract, which in no way replaced the internal HR role being considered for redundancy at the time."*

*"Clearly it would be impossible for a 7 hour per month management support contract, replacing an existing management support from NatWest, being capable of replacing a full-time internal HR advisor as Louise mistakenly concluded at the meeting."*

80. In her closing submissions Mrs Horn argued that FHR was not appointed for seven hours a month only but instead was engaged to completely cover her role.

81. She said the drafting in the Agreement (at page 19 of the bundle) showed this was the case because it used the word "also" in the final sentence of clause 1 – namely:

*"The services will also [my emphasis] include any other consulting tasks the Parties may agree on."*

82. Mrs Horn argued this meant the Respondent had engaged FHR for the full gamut of services as described in Schedule 1 of the Agreement.

83. Therefore she said the correct interpretation of the drafting was that FHR would also provide seven hours a month in addition to the matters set out in Schedule 1.

84. I find this was not a correct interpretation of the Agreement. I accept that use of the word "also" is not the most elegant drafting but if the Agreement is considered in its entirety, it is clear that the engagement was on the basis of seven hours a month HR support and that the Respondent could "call-off" other services, as described in Schedule 1, as and when required and such services would be provided at a discounted rate.

85. I come to this conclusion for two reasons, namely:

85.1 The drafting in Clause 1 of the Agreement includes the expression "*as and when required*"; and that as a client member the Respondent's entitlement was in addition to the seven hours a month basic service; and

85.2 There was no evidence (either express or implied) adduced by Mrs Horn prior to her submission that the Agreement meant the £736 monthly fee also covered all the services set out in Schedule 1.

86. In respect of Mrs Horn's overall assertion that her role had been effectively outsourced in its entirety to FHR, I find Mr Brettell's evidence is more persuasive. His emphasis that FHR would be providing seven hours of services a month for £736 which could not be equated with Mrs Horn's full-time commitment was compelling.

87. In coming to this conclusion I find that Mrs Horn was so taken aback to see Mr Tyrrell at the first consultation meeting she convinced herself that FHR had taken over her role completely at that time.

88. Mr Brettell was clear and consistent in his evidence that the appointment of FHR was to replace NWM as external consultants for including that he and his co-director were not happy with NWM's services.

89. I also find the evidence in the documentation from FHR clearly shows there were two parts to it:

89.1 The "pitch" essentially stating "we want your work and this is what we can provide"; and

- 89.2 The Agreement which set out the terms of the arrangement, the scope of the services which would be delivered (seven hours a month) and the potential additional services which could be called off as and when required.
90. I also find Mrs Horn could not offer an explanation as to how seven hours a month could equate to her full-time role, although she did acknowledge in the Claimant's Notes that elements of role would be allocated across the business.
91. Despite Mrs Horn's evidence about FHR's appointment being sincerely heartfelt, she did not persuade me that her role had been supplanted by the new consultants.
92. On this basis I am unable to conclude that in respect of FHR's appointment, the redundancy process was not genuine or a sham.
93. In coming to these conclusions, I also took note of the fact that Mr Brettell reported that a renewal of FHR's contract in July 2025 resulted in a reduction in the monthly service hours to three.

#### Bumping

94. In her witness statement Mrs Horn said that between the first and second consultation meetings she identified a potential alternative arrangement to avoid her redundancy.
95. She said this would involve "*bumping another member of staff*". This was the directors' personal assistant (the "Directors' PA") who was appointed after Mrs Horn had moved to her HR advisor role.
96. However Mrs Horn did not pursue this because:

*"...the PA to the Director's [sic] initiated a conversation with me...She told me she would have concerns if her role was placed at risk. Therefore given her concerns, presence in the meeting and the fact that Arada had already engaged an external HR consultant to take over my role, I chose not to raise this as an option..."*

97. The question for me to is whether when determining the fairness of Mrs Horn's dismissal, the Respondent ought reasonably to have considered bumping the Directors' PA, either on its own initiative or because the Claimant raised it.
98. I find Mrs Horn did not raise bumping at either consultation meeting. It was first raised only in her witness statement, drafting long after the events in question.
99. The Claimant expressly stated that she did not pursue the option because she did not wish to be the cause of another employee being placed at risk of redundancy.
100. It is clear the Respondent did not on its own initiative or at the Claimant's request consider that Mrs Horn might take on the role of Directors' PA.
101. Mr Brettell said if this had been raised by Mrs Horn it could have been discussed at the consultation meetings. His evidence was consistent and credible.
102. In these circumstances, I find that the Respondent did not act outside the range of reasonable responses by not considering bumping.
103. The Claimant herself had decided she did not want to pursue bumping and the Respondent cannot be fairly criticised for not raising a proposal the Claimant (and an HR professional) had chosen to withhold.
104. The fact Mr Brettell said "bumping" could have been considered during the consultation demonstrated his mind was not closed to alternatives to making Mrs Horn's position redundant.
105. The Claimant's statement that she did not want to go down the "bumping" route in any event adds weight to these conclusions.

#### New Sales Role

106. I considered the New Sales Role and Mrs Horn's assertion in her witness statement that "at risk" employees must be notified of all vacancies (irrespective of their suitability) by the employer.
107. I noted that Mrs Horn did not raise the possibility of her taking on this new role in her cross examination of Mr Brettell.
108. Mr Brettell did address the New Sales Role in his witness statement saying:

*"I accept Arada's possible error in not alerting Louise to a part time vacancy in the sales office that did arise during her garden leave period. As this was at a minimum hourly rate and not full time this was clearly not a suitable position for Louise to consider."*

109. In Mrs Horn's closing submissions she drew my attention to s98(4) of the ERA 1996 and said employers were required to take positive steps to find suitable alternative roles as part of a fair redundancy process.
110. She said when she became aware of the New Sales Roles this was not explored with her by the Respondent and it might have been suitable for her.
111. She referred to Mr Brettell's possible error in not informing her of this new role and said: *"This decision was made by him on my behalf."* and disputed Mr Brettell's statement that this was a part-time post.
112. My findings in respect of the New Sales Role are:
  - 112.1 It was an oversight of the Respondent not to alert Mrs Horn to this vacancy even though it was towards the end of her notice period;
  - 112.2 The role was part-time and was at a significantly lower rate of pay to that of an HR advisor; and
  - 112.3 In these circumstances, I find Mr Brettell's conclusion that it was not suitable for Mrs Horn, given that she could not afford to work part-time in her HR advisor role, was within the range of reasonable responses.

## **Final Findings and Conclusions**

### **The Redundancy Process**

113. I have taken into account the Respondent's economic reasons for making the Claimant's role redundant.
114. Mrs Horn's redundancy formed part of the Respondent's wider Redundancy Programme undertaken in difficult trading conditions and a significant reduction in employee headcount. I must consider her dismissal in that context and in the circumstances prevailing at the time.

115. The Respondent's evidence that with a reduction in headcount there was no longer a need for a full-time in-house HR advisor because essentially there was much less for her to do was persuasive.
116. The reduction in the number of employees meant that essential HR functions could be absorbed by line managers, with any complex matters supported by a modest amount of external consultancy time.
117. I therefore conclude the Claimant was dismissed by reason of redundancy within the meaning of s139 ERA 1996. The requirements of the business for someone to carry out work of the kind performed by Mrs Horn had diminished.
118. Given that redundancy is potentially a fair reason for dismissal, I have gone on to consider the fairness of the Respondent's processes taking into account its size and administrative resources and applying the principles in Polkey and Compair Maxam.
119. I conclude that the redundancy process was fair in that the process undertaken and the decisions taken by the Respondent were within the range of reasonable responses because:
- 119.1 An in-house HR advisor was no longer needed by the business because its headcount had been substantially reduced; and
- 119.2 Mrs Horn was in a pool of one – there was only one in-house HR advisor role in Arada
120. The Respondent adequately warned and consulted with Mrs Horn and clearly set out its rationale for treating Mrs Horn's role being at risk of redundancy.
121. Mr Brettell explained the financial context, met with Mrs Horn on more than one occasion, considering her suggestion of part-time working and allowed her to put forward alternative proposals.

The Appointment of FHR

122. I have also considered the Claimants' allegation that the redundancy process was a sham because FHR had already been appointed to assume her role.

123. For the reasons set out in my findings, I do not accept that allegation. FHR was appointed to replace NWM, the previous external provider. The scope of FHR's engagement was limited and could not reasonably be interpreted as a wholesale outsourcing of the Claimant's full-time role.
124. The Respondent made a business decision to replace NWM with FHR and it was reasonable for FHR to assist at the first consultation meeting with the Claimant.

#### Bumping

125. In the context of the redundancy process, the Respondent's did not act outside the range of reasonable responses by not considering bumping the Directors' PA.
126. As I have found the fact that Mr Brettell said "bumping" could have been considered during the consultation demonstrated his mind was not closed to alternatives to making Mrs Horn's position redundant.

#### The New Sales Role

127. In light of my earlier findings of fact in respect of the New Sales Role, taking account of the cases of Barrett and Amazon and that Mrs Horn had already made it known to Mr Brettell that she needed a full time salary when the two of them discussed whether a part-time role was suitable for her I come to following conclusions:
- 127.1 I accept the Respondent's failure to notify the Claimant of the vacancy was an oversight;
- 127.2 However, it was not unreasonable of Mr Brettell to assume that Mrs Horn would be unable to accept a subordinate position as a sales executive;
- 127.3 Mrs Horn had a senior role in the business and if she had been prepared to accept such subordinate post she could have told Mr Brettell she was interested when she became aware of it, and
- 127.4 The Respondent's oversight does not render Mrs Horn's dismissal unfair.

128. I concluded the Respondent could have been found to have acted unreasonably in not considering Mrs Horn for the New Sales Role if it had been suitable for her – and this was not the case as Mr Brettell made clear and which Mrs Horn acknowledged.
129. I also considered whether the decisions in Maguire and Octavius could apply to Mrs Horn's circumstances. However I concluded both cases could be distinguished because Mr Brettell did not consider that the New Sales Role was a suitable alternative for Mrs Horn and this was a reasonable conclusion for him to make in the circumstances.
130. It follows that for all the above reasons Mrs Horn's complaint of unfair dismissal is not well founded and is dismissed.

Approved by:

**Employment Judge Gibson**  
**05 April 2026**

JUDGMENT SENT TO THE PARTIES ON  
21 April 2026 By Mr J McCormick