



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr G Shahzad  
**Respondent:** Softcat Plc  
**Heard at:** Reading    **On:** 16 and 17 February 2026  
**Before:** Employment Judge Gumbiti-Zimuto

## Representation

**Claimant:** In person  
**Respondent:** Ms Margetts, counsel

# REASONS

*[Reasons for judgement sent to the parties provided at the request of the claimant.]*

1. In a claim form presented to the employment tribunal on 18 December 2024 the claimant made complaints of unfair dismissal. The respondent denied the claimant's complaint and contended that the claimant was dismissed for gross misconduct.
2. The claimant gave evidence in support of his own case and the respondent relied on the evidence of Ms Lucy Jane Coates, Ms Jade Ann Parry, and Mr Cameron James Turner. All the live witnesses produced statements which were taken as their evidence in chief. I was also provided with a witness statement from Ms Kelly Maries Lipyeart who did not attend to give live evidence and of whom the claimant had no opportunity to test her evidence by questioning. I was also provided with a trial bundle containing 217 pages of documents. From these sources I made the following findings of fact.

## Facts

3. The claimant was employed by Respondent from 16 August 2021, initially as a sales development programme administration apprentice. He passed his apprenticeship and was employed as a Sales Development Programme Coordinator from November 2022. The claimant's role was to co-ordinate the sales entry programmes, scheduling training and making bookings.
4. Kelly Marie Lipyeart worked with the claimant when he first started with the respondent, she was aware that the claimant had a part-time job while working for the respondent. She was not the claimant's line manager.

5. Lucy Coates, Senior Team Leader for the Sales Development Programme (SDP) became the claimant's line manager in May 2024. From May 2024 Lucy Coates had bi-weekly 1 to 1 meetings with the claimant. Lucy Coates was aware that the claimant was studying for a diploma qualification and also that he had a second job working part time at M&S that did not clash with his working hours for the respondent. Lucy Coates's attitude to the claimant's role with M&S is illustrated in her email to him on Friday 24 May 2024 in which she stated:

“...I expect you to be working the core 8 hours per day that you are contracted to. If these hours ever cross over with M&S or your diploma we may need to review a flexible working agreement and/or a contract change. Please be honest with me on this and if you need my support, let me know.”

6. In June 2024 the claimant resigned from his employment with M&S. The claimant obtained employment with John Lewis at about this time. The claimant did not inform the respondent that he had accepted employment with John Lewis.
7. On 11 September 2024 The claimant made requests for leave on Tuesday 17 and Wednesday 18 September 2024, this was approved by Lucy Coates. The claimant also asked for leave on Saturday 21 September 2024, this was the day of the Softcat annual kick-off event, at Birmingham NEC, an event to bring together the respondent's employees from across the globe. Monday 23 September 2024 the claimant asked for annual leave to take holiday from Tuesday 24 to Friday 27 September 2024. Explaining his late request for leave the claimant stated that he was doing a lot of travelling for personal reasons. The leave request was approved.
8. On 23 Sept 2024 there was an email exchange between the claimant and Lucy Coates about a hand over during the claimant's absence. In an email thanking the claimant for informing her about the handover Lucy Coates stated to the claimant: *“Enjoy your time off”*.
9. The claimant took offence with the fact that the claimant had said *“Enjoy your time off”*, writing in an email, *“I did say earlier it was for personal reasons. Don't think 'enjoy your time off' was appropriate. I understand I wasn't very specific, but me not being very specific should have given you an idea to remain open minded.”*
10. Lucy Coates replied with an apology: *“Apologies for that. If I am being honest, I didn't register personal reasons with negative reasons as it was vague, I apologies for that. I'd hope we have a relationship whereby you can discuss these things with me, as it difficult (sic) to read between the lines.”*
11. The claimant responded the same day saying: *“I understand and appreciate your message. Thank you for clarifying your intentions and offering to discuss the matter further. I value our relationship and am grateful for your support”*. The claimant did not tell Lucy Coates the full

reason for his request for leave, which was that he was going to work at John Lewis.

12. It became known to the respondent that the claimant was working at John Lewis. On Wednesday 25 September 2024 an employee of the respondent, CH, informed Lucy Coates that she was told that the claimant was working at John Lewis in a full-time role.
13. Lucy Coates was advised by the respondent's HR to investigate the situation further. Another of the respondent's employees, AM, who worked in HR saw the claimant working in John Lewis when she was visiting the shop.
14. On Thursday 26 September 2024, while on still on leave, the claimant asked to take leave on Wednesday, 2 October 2024, Monday, 8 and Tuesday, 9 October 2024. The request for the leave on 8 and 9 October was granted. The request for leave on 2 October refused because it was a last minute request.
15. On Monday, 30 September 2024 the claimant returned from annual leave and had a scheduled recurring 1 to 1 meeting with Lucy Coates. Although the 1 to1 meeting took place via teams it was not recorded. During that meeting the claimant was asked by Lucy Coates why he had to take leave at short notice. The claimant said that this was because his grandfather was unwell, he did not say that he was working at John Lewis. Lucy Coates told the claimant that she had been made aware that he was working at John Lewis.
16. There is a conflict between the claimant and Lucy Coates about what was said during this meeting. The claimant's version, taken from his witness statements, is that: *"I was not asked but I was informed by Lucy Coates at Softcat that she 'knew' I was working John Lewis and specified the type of contract. She then stated that Annabel Mears saw me working at John Lewis."*
17. This account matured in the course of the claimant's evidence to me to: *"She said I know that was a lie because Annabel saw you working at John Lewis and she informed me that your contract is full time. She specified the type of contract I had. She never asked me was I working at John Lewis. She told me I was working at John Lewis and she specified the type of contract I had without me disclosing anything."*
18. Lucy Coates gives a slightly different version she stated that: *"I then advised him that we had been made aware of his second job at John Lewis. Qadir did not confirm that he was working at John Lewis, but he did respond on the call with: "what clause have I breached?" I told him we would need to investigate and have a follow up call involving HR if the information we had was true."*
19. It was not entirely clear to me whether the claimant accepted the passage of evidence given by Lucy Coates about his response in saying, *"what clause have I breached"*. I accept that is likely to be the way that the

claimant responded, such as response is consistent with the claimant's attitude towards working for a second employer, i.e. that it is not a breach of his contract to do so.

20. On Tuesday, 1 October 2024 an investigation meeting took place with the claimant, Lucy Coates and a HR representative present. In the investigation meeting the claimant stated that he was offered job at John Lewis in June/July 2024 but had only been told about his induction in September 2024, a few days before he was due to start. The claimant confirmed that he was working at John Lewis on 17 September 2024. The claimant confirmed that he was working full-time 35 hours a week. The claimant confirmed that he had not disclosed to John Lewis that he worked for respondent, but they were now aware of this. The claimant went on to say that his plan was that once "*on boarded*" by John Lewis he planned to change his contract to just weekends. The claimant explained that he had been had been suspended by John Lewis and that he had worked for John Lewis on 17, 18, 21 September 2024.
21. In the notes of the meeting made following the investigation meeting it states that when the claimant was asked why he had not told the respondent about his job at John Lewis that the claimant said "*I would have brought this up at next 1:1*". I note that at the 1 to 1 on 30 September 2024 he did not mention it when he could have done so.
22. LC states: "*What I was most disappointed about was that Qadir had lied to me. It made me feel that he was not someone we could really want on the team. I have never managed anyone before who was prepared to lie to that extent*"
23. On 2 October 2024 the claimant was invited to a disciplinary hearing on 4 October 2024. The meeting was to be conducted by Jade Stevens (also known as Jade Parry), Sales Manager, and AM, Senior HR, was also to be in attendance. AM was one of the respondent's employees who had seen the claimant working at John Lewis. The claimant was informed that he could be accompanied by a colleague or a trade union representative. The claimant was informed that the meeting is a formal disciplinary meeting and could lead to formal disciplinary action being taken which may include his dismissal. The claimant did not ask for more time or state that the timing of the disciplinary hearing caused him any difficulties.
24. The disciplinary hearing took place on the 4 October 2024 as intended.
25. Prior to the disciplinary hearing the claimant received an email from AM that included the sentence: "*You have the opportunity to present any evidence you believe to be relevant, and I will reach a decision regarding the appropriate action to take.*" The claimant suggest that this meant that AM was saying that she is going to be the decision maker; in another part of his evidence the claimant said that he thought she was going to be the note taker. This is an example of the claimant jumping on what is plainly an error and get an advantage out of it. The claimant could not on a sensible reading of all the information he received have actually thought that AM was going to be the decision maker.

26. The next sentence, in the following paragraph of the email he relies on to suggest that he was confused about whether AM was going to be the decision maker or not reads: *“Jade Steven, Sales Manager, will conduct the hearing and me, Annabel Mears, Senior HR Advisor will also be in attendance”*. There was also a letter sent to the claimant stating the same. I do not accept evidence that the claimant thought that Annabel Mears was going to conduct the disciplinary hearing, I do not think that the claimant could have been genuinely confused by this and therefore could not in any sense be disadvantaged by such confusion.
27. In the meeting the claimant was told that the meeting was to discuss the claimant’s breach of contract at clause 1.2. The claimant was told by Jade Steven that *“I want to touch upon disclosing the employment at John Lewis, from the note you said you were waiting for your next 121 but you knew about the role since July, why that wasn’t flagged to Lucy until we found out and raised it with you?”* To which the claimant responded that, *“Applied for the job in June it was down as a full time role, I was eventually going to be part time, once I was onboarded then asked to cut down, to be completely honest before a week ago, I had no knowledge of the working time regulation.”*
28. The claimant then went on to accept that he had booked annual leave and then gone on to work at John Lewis. The claimant said *“I booked annual leave because I was embarrassed to be working a minimum wage job”*. It was pointed out that the respondent had been aware for many years that the claimant did other jobs in retail and that the respondent had supported the claimant in doing so, and that the respondent had *“plenty of people”* working second jobs *“to make money of the side but booking annual leave means that we also paying you and you are also receiving minimum wage- so the reason you lied was because you were embarrassed?”* The claimant’s response was *“booking annual leave to work another job”*.
29. The claimant went on to say that he had *“zero knowledge of what I was breaching is something I will learn from”*. There was the following exchange:
- JS: Okay you haven’t touched n the trust element the deceit and lying to Lucy and lying to your management team, you haven’t said sorry for breaking that trust on Monday and Lying to Lucy about where you have been, there is no remorse about the way you have made her feel.*
- QS: Yes Monday I did lie after weekend, I’ve been dismissed for two weeks, I didn’t see myself as doing anything wrong, but ‘ve been dismissed from John Lewis for breaching the working regulations but it was not a secret someone in the team knew*
- AM: Okay but if you were comfortable telling someone else why wouldn’t you tell your management?*
- QS: It was a part time job, I didn’t think I needed to.*
- ....

*JS: You lied to Lucy when she asked you, which is a serious breach of trust whilst breaching your contract, but I feel lying to your manager is more concerning, do you understand that?*

*QS: Yes I understand:*

The person who the claimant said knew he was working at John Lewis is Kelly Lipyeart, however the claimant did not identify her in the meeting. The claimant was also not correct when he referred to the role at John Lewis as a part time role it was a full time position that he was employed in. When informing the claimant of her decision Jade Steven said the following:

*JS: Summaries huge break of trust with you and your manager Lucy from what's been said you haven't told her, you could have told me about while Lucy was on AL, despite despite you had opportunity let Lucy or someone else know at Softcat you said the reason you didn't tell anyone was because you were embarrassed, but we know you have done these types of job before, on Monday you lied to Lucy hiding that you were working full time elsewhere saying you had personal circumstances to deal with then you mentioned your grandad being unwell, this is not acceptable behaviour, alongside this you have broken the clause 1.2 of your employment contract, with all that combined, I can't move forward I don't feel the trust could be rebuild with Lucy, therefore I've made the decision to terminate your contract effective from today*

...

*QS: No problem, I did breach my contract and the working time regulations it is a mistake I will learn from for my future jobs.*

30. In her letter informing the claimant of his dismissal Jade Steven wrote as follows: *“As discussed today, it was concluded that you broke the trust between yourself and management by not discussing that you were working full-time with another employer. You have also breached clause 1.2 of your employment contract, which states that you will not be engaged or concerned in any other business activity without the Company’s express consent in writing which is found to be an act of gross misconduct and in breach of your contract”*. The claimant was informed that he was dismissed with immediate effect, the claimant was told that he had the right of appeal the decision to dismiss him.
31. On 9 October the claimant appealed the decision to dismiss him he set out a number of grounds of appeal. The headlines were: (1) The dismissal letter states that I have breached he trust between myself and management by not disclosing that I was working full-time with another employer; (2) The dismissal letter states that I have breached clause 1.2 of the contract of employment, which states, I will not be engaged or concerned in any other business activity without the company’s express consent in writing, which is found to be an act of gross misconduct and in breach of contract; (3) unfair process applied; and (4) Breach of confidentiality and disclosure of personal data.

32. The claimant was invited to an appeal meeting on the Tuesday 22 October 2024, the appeal was conducted by Cameron Turner, ITSP Sales Manager, and he was assisted by Charlotte Scrace. In the course of the meeting the claimant made a number of points. The claimant was asked about the number of hours he was to work:

*CS: You mention that the hours were not fixed, have to taken annual leave previously to work at either Marks and Spencer or Argos?*

*QS: No I haven't the work was either the weekends or the evenings*

*CT: My understanding is that John Lewis was full time whereas the previous roles were part-time. is that correct?*

*QS: As long as they added up to 35 hours then that is what I was required to do and therefore there was flexibility to do this.*

That passage is highlighted because it necessary to contrast the difference with the claimant working at Argos and M&S which was part-time work, weekends and evenings, with the claimant's employment at John Lewis which was at 35 hours a week, a full-time role.

33. The claimant was asked about clause 1.2 and was asked if he understood that he had taken paid leave from the respondent to complete work for another employer, the claimant's response was "*Yes, during my annual leave, I am allowed to do what I want to do. I understand that I was at another business but the written consent part, I kept the same consistency by not having any written consent with the previous jobs.*" There was of course a difference between the John Lewis role and the other roles were known of by the respondent and were discussed with his manager and the fact that the roles did not conflict with his employment with the respondent was a matter of relevant and that this was pointed out to the claimant by Lucy Coates. The situation with John Lewis was different because the claimant there was going to be working 35 hours a week.

34. The claimant continued to say that "*It was my annual leave; it was not like I abused the sickness policy and called in sick to work elsewhere I used my own annual leave to complete the induction.*" The claimant was then asked if he had told him manager that he was doing the induction in his annual leave. The claimant's response was "*We did not have a 1-1 meeting so I didn't verbally let hem know but the reason I didn't go out of my was to phone them and let them know I would just let them know in my next 1-1 in the moment.*"

35. Following that meeting Cameron Turner carried out investigation meetings with Annabel Mears and with Lucy Coates. One of the exchanges had with Lucy Coates concerned knowledge of the claimant's second jobs.

*CT: How have you found out about second jobs previously?*

*LC: He told Kelly and Kelly told me. We worked n a trust basis that he wasn't duplicating the two roles but at no point did he put in writing that he*

*was working two roles which through my understanding of this investigation is that he should have done that.*

The reference to Kelly is reference to Kelly Lipyeart. The respondent contends that what the claimant has done in the Tribunal proceedings is to seize upon that reference to Kelly Lipyeart here, discover by the claimant during disclosure, hence the discrepancy between what he says in the investigation meeting, disciplinary hearing and appeal hearings where there is no reference to Kelly Lipyeart being aware of anything to do with his employment with John Lewis. It is surprising that the claimant did not say that in the earlier meetings if it was the case, and in any event I note that Kelly Lipyeart was not the claimant's manager she had 1 to1 meetings with the claimant because the claimant's role was to co-ordinate the sales entry programmes, scheduling training and making bookings and the claimant needed support because he was underperforming in his role..

36. The claimant points out that Lucy Coates was not aware of the need for the claimant to obtain permission in writing for him to take up another employment. This does not support the claimant as there was a need for the claimant to give the employer notification of his employment elsewhere.

37. Cameron Turner concluded that the claimant's appeal against his dismissal was not upheld. Cameron Turner wrote to the claimant on 5 November 2024 dismissing the claimant's appeal. Cameron Turner dealt with each of the claimant's grounds of appeal explaining why he did not uphold the appeal.

38. The claimant has said that this dismissal was unfair.

#### Unfair dismissal

39. Section 98 of the Employment Rights Act 1996 ("ERA") provides that in determining whether the dismissal of an employee was fair or unfair, it shall be for the employer to show- (a) the reason (or, if there was more than one, the principal reason) for the dismissal, and (b) that it is a reason falling within subsection (2). The conduct of an employee is a reason falling within the subsection.

40. Subsection 4 of section 98 provides that where an employer has shown a potentially fair reason 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.

41. The Respondent must show that: (a) it believed the claimant was guilty of misconduct; (b) it had reasonable grounds upon which to sustain the belief; and (c) at the stage which it formed that belief on those grounds, it had carried out as much investigation into the matter as was reasonable in the circumstances of the case.

42. It is not necessary that the tribunal itself would have shared the same view of those circumstances.
43. After considering the investigatory and disciplinary process, the tribunal has to consider the reasonableness of the employer's decision to dismiss and (not substituting our own decision as to what was the right course to adopt for that of the employer) must decide whether the Claimant's dismissal "fell within a band of reasonable responses which a reasonable employer might have adopted. If the dismissal falls within the band the dismissal is fair: if the dismissal falls outside the band it is unfair". The burden is neutral at this stage: the Tribunal has to make its decision based upon the evidence of the claimant and respondent with neither having the burden of proving reasonableness.

### Conclusions

44. I am satisfied that the respondent formed the genuine belief that the claimant was guilty of gross misconduct, and that there were reasonable grounds for the respondent to form that view. The respondent had carried out a reasonable investigation and the sanction of dismissal was in the circumstances of this case within the range of responses of a reasonable employer. My reasons for coming to this conclusions are as follows.
45. In questioning by the respondent, the claimant accepts that he did not tell Lucy Coates that he took annual leave to go and work at John Lewis. The claimant took offence at Lucy Coates saying she hoped he "*enjoyed his time off*". The claimant was offended because he was taking time off for personal reasons. He did not tell her the reason, but he took offence at her attempt at a pleasantry in circumstances when she could not have known why he was off work. He also did not tell her that the part of his reason for absence was that he was going to work at John Lewis.
46. The claimant denies deceiving Lucy Coates. The claimant's approach to this is not straight forward. While he denies deceiving, when on any view he did not disclose to the respondent the real reason for his absence, he takes offence at the respondent not questioning him further, not making more enquiries when it is plain to see that claimant's account of his reasons for absence were at best not complete when there was nothing to prevent the claimant from giving full and frank reasons for his absence. I note that the claimant was taking offence for the expression of a pleasantry by a work colleague who could not have known that one reason for absence was a personal matter arising from his 'grandad' being unwell.
47. I am satisfied that the claimant knew that what he was doing would have been contrary to what the respondent's expectations of him were. I am satisfied that he would have known that his conduct was contrary to the respondent's expectations of him because of the record of the one to one meeting addressing his KPI's which pointed out to the claimant that should he have any issue with the hours he worked he was to bring this to the attention of Lucy Coates that was the email of the May 2024 .

48. The claimant's witness statement is not accurate in his representations of the John Lewis position. The claimant says he was not dealt with as a disciplinary issue by John Lewis when it was clearly so, the claimant was invited to a disciplinary meeting by John Lewis on the 27 September 2024. The claimant was initially suspended and then subsequently dismissed by John Lewis because he had full-time employment with respondent that he had not disclosed to John Lewis.
49. The email inviting the claimant to the disciplinary hearing has an errant sentence in which AM says "*I will reach a decision*", otherwise a sensible reading of the email and the letter attached could not have left the claimant in any doubt about who was to conduct the disciplinary meeting and make the decision. The claimant complains about the role of AM but the evidence shows that she did not play any part in the decision to dismiss the claimant and her observation of the claimant at John Lewis was not the trigger for the disciplinary process her role in all of this was to act as note taker and advisor, and while she may have spoken during the course of the meeting she attended, she was not the decision maker and there is no evidence that she participated in or influenced the decision.
50. The claimant's witness statement (paragraph 22) asserts for the first time that he told Kelly during a 1-to-1 meeting that he had taken a second job at John Lewis. He had multiple earlier opportunities to say this during both the disciplinary investigation and the disciplinary hearing, yet he made no mention of Kelly at any stage.
51. It was put to him that he only introduced Kelly's name after disclosure showed that Lucy Coates had said Kelly told her about the claimant's other employment. When challenged on why he had never previously identified Kelly, the claimant said the respondent should have asked him to "reference Kelly", a phrase that did not explain his omission.
52. There is no coherent reason for failing to mention that he told Kelly at the very point when he was being questioned about the central issue in this case: his failure to inform the respondent that he was working at John Lewis. Had he genuinely told her, the respondent could have checked and confirmed it. He did not raise it at the time; the respondent's position is that this is because it did not happen. While Kelly Lipyeart did not attend to give evidence and so her evidence is of limited value because it was not tested by questioning I note that she does not recall the claimant telling her about his employment at John Lewis. The statement from Kelly Lipyeart was presented late in the proceedings because it was reactive to what he claimant said for he first time in his witness statement about telling her he worked at John Lewis.
53. The claimant claimed that the respondent must have known that he worked for John Lewis because of the onboarding process with John Lewis. There is no evidence that John Lewis contacted the respondent to inform them that the claimant had been offered a job by John Lewis. The implication from the fact that the claimant was dismissed by John Lewis for not mentioning his full time employment with the respondent suggest that he did not tell John Lewis about the respondent, how is it the case then

that they would nonetheless contact the respondent during his onboarding process at John Lewis. The document, a screen shot (see p144), produced by the claimant is not, on an objective viewing, in any respect evidence to support the contention that the respondent was made aware of the claimant's employment at John Lewis.

54. The claimant gave an explanation for not mentioning that he was working at John Lewis which was of embarrassment at doing a minimum wage job. However I find that difficult to square with the fact that the claimant had been working for Argos and M&S in what appear to be similar type roles and that was made known. What is the distinction, it appear to me that the distinction is that they were part-time roles and the role at John Lewis was full-time. The claimant makes no mention of being embarrassed about working a minimum wage job at John Lewis as a reason for not informing the respondent of his job with John Lewis. He stated in his disciplinary hearing that was the reason he did not tell the respondent that he was seeking annual leave to work at John Lewis.

55. In his oral submissions the claimant covered 12 points:

(1) *the reason for dismissal does not justify summary dismissal:*

56. The reason was that: "you broke the trust between yourself and management by not disclosing that you were working full-time with another employer. You have also breached 1.2 of your employment contract, which states , you "will not be engaged or concerned in any other business activity without the Company's express consent in writing" which is found to be an act of gross misconduct in breach of your contract." That is a reason which in my view if established by an employer could justify dismissal. I am satisfied in this case that the employer had a genuine belief that the claimant had been working fulltime for another employer and that it was in breach of the claimant's employment contract. The claimant had not told the employer about that employment, the claimant had lied to his line manager about the reasons for taking leave. That the claimant had taken leave from the respondent to work for John Lewis. Finally the cumulation of the claimant's conduct resulted in Lucy Coates losing trust in the claimant.

(2) *The respondent accepted and normalised my second jobs*

57. I am happy to accept that the respondent considered it normal for the claimant to have a second job, however, the claimant was not dismissed for having a second job.

(3) *The investigation was flawed and incomplete*

(4) *Procedure of unfairness and lack of independence.*

(5) *Predetermination and closed-mindedness.*

58. All the points made by the claimant need to be considered in the context that the claimant accepted that he was guilty of the conduct about which he was subject to an investigation and disciplinary process. The real issue in this case was not whether he was guilty of misconduct but what was the

appropriate sanction in the circumstances of his conduct which was not disputed by the claimant.

*(6) No reasonable adjustments were considered*

59. The problem with this complaint is that the claimant prevented the respondent from considering adjustments by not telling them he was working a second job that required adjustment. Had he done so the evidence from the respondent was that they would have considered the position and it was not out of the realm of possibility that some adjustment to accommodate the claimant might have been made by the respondent but he did not do that so they could not consider any such adjustment.

*(7) The respondent's own actions contradict breakdown of trust*

*(8) Trust relied upon retrospectively and without assessment*

60. The respondent considered the claimant's explanation for his actions and only after the claimant had been able to explain himself did they make a decision. There was nothing in the respondent's actions that suggested that they did not take the matter seriously or did not truly consider that there was a breakdown of trust. This was the clear evidence of Lucy Coates throughout the process the respondent went through and in the tribunal hearing.

*(9) Age, experience and context matter*

61. The claimant says that account should have been had to his age, experience and the context. The claimant has not explained what the context is that should have been considered. There is no evidence that the respondent knew that the claimant was a child from a single parent family and was working to support siblings. Even so had it been known it is not clear to me how that was said to mitigate his not being truthful in his interactions with the respondent. In all circumstances the respondent was entitled to conclude that the claimant's conduct had resulted in a breakdown of trust. The fact that the claimant's actions were in the respondent's view aimed at deceiving the respondent justify that conclusion.

*(10) Gross misconduct requires proportionality*

62. The circumstances where the claimant is considered to have lied to the respondent justify a conclusion that the conduct amounted to gross misconduct.

*(11) The respondent's own admissions undermined its case*

63. The claimant says that the respondent's own decision maker accepted under questioning that had he disclosed the John Lewis contract earlier, dismissal would not have occurred and this is something they could have worked out. That this is a critical admission. It demonstrates that dismissal was not inevitable and alternatives were available. Whilst I accept all those points they do not help the claimant, they do not support

his case, on the contrary it emphasises that the claimant's working two jobs was not the critical issue. It was the way that the claimant dealt with the issue that resulted in the breakdown of trust. The respondent may well have been able to find a way for the claimant to continue working with them if he had been honest with them.

(12) Overall assessment under Section 98

64. The claimant says that taking all matters into account, that there was a failure to properly test the claimant's explanations, that there was inconsistency throughout the investigation process, that the respondent failed to follow their own procedures during the investigation and disciplinary hearing. I do not accept the criticism levels against the respondent. Whilst the claimant points to the respondent's disciplinary process making reference to an independent manager not the line manager what the process says normally. There is in my view nothing inherently unfair that Lucy Coates carried out the investigation meeting in this case or that Jade Steven (Parry) carried out the disciplinary hearing. The appeal was conducted by Cameron Turner he was entirely independent of the process before that. If there was any short coming in the process by virtue of the involvement of Lucy Coates or Jade Steven, I am satisfied that it is cured by the involvement of Cameron Turner who looked at all the points raised by the claimant and answered them in his appeal decision.
65. This is a case an employer could have dealt with matters differently but it is not possible to say that this employer acted in away that was outside the range of responses that a reasonable employer might have adopted. They had an employee who had contractual obligation to inform them if he was working in another role, the employee was aware of that obligation and had done that in the past, the employee had been reminded by his manager to inform his manager about any changes in his working outside the respondent, the employee deliberately chose not to tell the employer and accepted that he had lied to his employer. In the circumstances the decision to dismiss is not outside the range of responses of a reasonable employer.
66. The process followed by the respondent was not outside the range of that which a reasonable employer could have followed.

Deposit and costs

67. I have been referred to rule 40(7) of the Employment Tribunal Procedure Rules. The claimant does not contest that the specific allegation or argument against his case is substantially the same as the reasons for the deposit order. In the circumstances I make an order that the claimant pay the respondents in the cum of £100 and that the deposit is to be paid over to the respondent.

Approved by:

**Employment Judge Gumbiti-Zimuto**

**5 March 2026**

SENT TO THE PARTIES ON

6 May 2026

FOR THE TRIBUNAL OFFICE

**Notes**

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

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