EMPLOYMENT TRIBUNALS

Claimant
Ms S Button

Respondent
S & W Sales Limited

Heard at: Norwich **On:** 1-4 June 2026

Before: Employment Judge S Moore (sitting alone)

Appearances
For the Claimant: In person
For the Respondent: Ms S Ismael, counsel

JUDGMENT

The claim of failure to make reasonable adjustments is dismissed.

REASONS

Introduction

1. This is a claim of disability discrimination, namely failure to make reasonable adjustments pursuant to sections 20 and 21 of the Equality Act 2010 (EqA).
2. ACAS Early Conciliation took place between 18 March and 29 April 2025.
3. The claim form was lodged on 13 May 2025.
4. The Claimant has been employed as a property consultant/sales negotiator since 9 February 2023 and suffers from the following health conditions:
    - ME
    - Chronic Fatigue Syndrome (CFS)
    - degeneration of her spine
    - severe sleep apnoea syndrome
    - carpal tunnel syndrome
    - tachycardia

- dyspnoea
- low oxygen saturation
- lymphoedema
- depression, with some degree of anxiety.

5. The Respondent accepts that at all material times the Claimant was a disabled person within the meaning of s.6 EqA but alleges it was not aware of her disability until 7 December 2024.

6. I heard evidence from the Claimant, and her husband, Adrian Button, also submitted a statement. For the Respondent I heard evidence from Chris Starkings (CS), the Managing Director of the Respondent. I was also referred to a bundle of documents. On the basis of that evidence, I make the following findings of fact:

Facts

7. The Respondent is a Norwich based company which specializes in real estate and has several branches in the Norwich area.

8. On 9 February 2023 the Claimant commenced her employment as a valuer in training, working full time Monday to Friday and every second weekend with agreed days off during the working week instead.

9. In March 2023 she contracted Covid and says that this was the beginning of her experiencing various health problems and worsening breathlessness.

10. In June and July 2023, the Claimant spoke to CS about going part-time. A message to CS dated 25 July 2023 asks when a good time would be to catch up over me going part-time. A further message on 26 July 2023 says, “still need to catch up re going part-time”.

11. The Claimant’s evidence was that her request to work part-time was because of her deteriorating health. At that stage the status of her health conditions was unclear, although CS was aware she was attending cardiology appointments – in this respect a message to him dated 11 August 2023 refers to the Claimant’s “heart conditions” and an earlier message of 9 June 2023 refers to the Claimant needing an angiogram.

12. In any event it appears they did not “catch up” prior to the Claimant taking sick leave for surgery from 18 August 2023 until 1 September 2023. The surgery was for a gynecological matter, unrelated to the conditions relied upon as disabilities in this case.

13. In August 2023 the Claimant was also diagnosed with ME/CFS. A letter from the Acle Medical Partnership dated 18 June 2025 refers to the diagnosis having taken place on 18 August 2023, which was when the Claimant’s leave for surgery commenced.

14. It is unclear when CS became aware of the Claimant’s diagnosis of ME/CFS. However, a message to him dated 22 September 2023, written when the Claimant was about to take annual leave asks, “Will I be part-time now when I return? Just so I can arrange the CFS clinic appointments more easily”. This message implies CS was aware of the Claimant’s diagnosis by that date. He

replied we “need to firm up on working hours on your return. Continue as norm until we meet. Got Pete away on your return.”

15. The Claimant replied: “Happy to do what you’d suggested and have Monday, Thursday and Friday. Though I think it’s probably best for 3 days a week rather than 4 when I do Saturdays please if possible. I have really struggled with my health and I’m constantly exhausted. GP was ready to sign me off again, but I’d rather be at work. If I can come back part-time it’d be a good starting point. I’ve got my first CFS/ME clinic the following week from my return”.

16. On 14 October 2023, by which time the Claimant was back at work, she sent a further message to CS saying “she was absolutely exhausted this last week”, asking CS if he’d had any thoughts on the HEPA filters, and that because she was “vulnerable” she was concerned about the new Covid variant and she was anxious there were no windows open and she was the only one masking.

17. On the 27 October 2023 the Claimant was signed off for a week in respect of a ME/CFS flair up and informed CS. Her message further stated “…it’s not helping that my lung function is only working at 58% and my iron levels are low”. A further message to CS on 30 October 2023 referred to her GP advising she needed longer off work and would be “more effective and functional doing part-time”.

18. On 1 November 2023 CS offered the Claimant part-time working of 3 days per week and alternate Saturdays, which she happily accepted.

19. On 15 November 2023 the Claimant asked if it would be possible for her to work remotely if there was a lot of sickness to avoid me becoming more unwell, though she would be happy to collect keys etc and brochures for any viewings. This request was made in the middle of an exchange with CS asking him for advice in respect of problems with rental properties she and her husband owned at the time. CS replied to the query about remote working saying this wasn’t possible for a sales negotiator role, given the time to collect keys etc. The Claimant replied saying that was “fair enough” and “part time would massively help”.

20. The Claimant remained signed off by reason of ME/CFS until 1 Jan 2024.

21. In messages dated 19 March 2024 and 22 March 2024 the Claimant informed CS she had a respiratory consultation on 25 March 2024, after a wait of 7 months.

22. On 20 May 2024, the Claimant told CS she had had some test results but was having more tests on her heart and kidneys. She said she had “dyspnoea” and they were investigating heart failure again, she was having to sleep with oxygen at night as her oxygen levels were dropping, which along with the CFS and ME was making her “ridiculously tired”.

23. On 20 July 2024, the Claimant told CS that “along with CFS and MS, she was still having investigations through respiratory and cardiology” and was waiting for a scan of her heart. Further the day before she had been told she had severe sleep apneoa, that she had to be on full oxygen at night and that her life expectancy was between 4 and 14 years. She went on to say that she really

had to avoid getting a respiratory illness and asked if there a way of working from home if anyone was unwell at work.

24. On 1 August 2024 the Claimant asked CS if it would be possible to work from home during the winter months when it was less possible to have doors and windows open, or to be put close to a window she could open throughout winter, or to have a Hepa filter running next to her desk to keep the air around her clean.

25. CS replied on 1 August 2024, saying home working was not an option. He asked if viewings, which were the largest part of the Claimant's role, were an issue for her. The Claimant replied saying no, they were the favourite part of her role.

26. On 4 September 2024 CS sent the Claimant a letter to say that the "Hub" (where the Claimant worked) was moving from Poringland (back) to a location called Roxburgh House. The letter went on to state "I am extremely mindful that 15+ people in one office won't suit your health situation, especially with two small opening windows in the office. Therefore I want to offer you the option of moving to our new Loddon office. Whilst there still aren't opening windows, I would hope in a large open office you would feel comfortable not wearing a mask, with ample space for social distancing". The letter pointed out that Poringland and Loddon were a very similar journey time from the Claimant's home.

27. On 9 September 2024 the Claimant was signed off with symptoms of ME/CFS. She has not since returned to work but nevertheless remains employed by the Respondent.

28. On 29 November 2024 the Claimant emailed CS to say her GP had recommended a phased return starting 9 December 2024, working 2 days per week (with alternate Saturdays) with reduced working hours of 9am – 3pm. until the New Year. She also asked if the Respondent would support an occupational therapist assessment.

29. CS replied the same day saying he could agree to fewer days but not the reduced hours as it wouldn't work for sales negotiator staff to be starting after the morning meetings or finishing before the busiest viewing hours of 15.00-18.00.

30. The Claimant replied shortly afterwards thanking him for agreeing to the 2 days, saying that she would try to do the full hours and asked for the best way of moving forward.

31. On 2 December 2024, CS then emailed the Claimant saying "sorry, just re-reading we would need 2 weekday days and alternate Saturday…One weekday day isn't enough to know where the office is going, what sales are running etc".

32. On 3 December 2024, the Claimant replied saying she would struggle with the 3rd full day and asking if CS would consider dropping Saturdays until she resumed normal working hours in the New Year. She also asked if he had had any further thoughts about the occupational therapist.

33. On 7 December 2024, the Claimant informed CS she had been signed off for another week "whilst discussions are had".

34. CS replied the same day saying the Respondent was in the middle of a software transition so "I am up to my neck. The only option I have for a phased return (2 days including alternate Saturdays) with training provided would be in Bungay. Loddon don't have the capacity to provide the training, and all other offices are currently staffed accordingly. We would however need you to work your full hours from January. I have researched via ACAS our obligations with regard to an Occupational Therapist. I am not aware that you are classed as disabled but am aware through brief chats of various health conditions you have. In short, my understanding of you being office based is not an issue, but I would imagine due to your tiredness/breathing, full days of viewings would be tough. We would need guidance from you". The reference to training, was training on the Respondent's new software which was then being implemented.

35. The Claimant replied, also 7 December 2024, to say she did class as having a disability and had been on PIP for over a year. "With my current conditions of severe obstructive sleep apnoea, ME/CFS, tachycardia, dyspnoea which they are still investigating and lymphoedema" she said she had to be careful to avoid any respiratory illness, not just covid but flu, rsv and others that may be circulating as they put her at high risk of complications. She also said she found the viewing aspect of the job beneficial as it gave her fresh air and reduced the risk of respiratory illness from being in the office and gave her a boost to break up the day. The Claimant then asked whether the move to Bungay would just be while she was trained on the new software. In a further email she informed CS she was also under the mental health team.

36. Pausing here, as at 7 December 2024 I note the Claimant and CS appear to have been very close to agreeing a phased return to work, with the options of the Claimant working 2 days a week plus alternate Saturdays – which was one day a fortnight (a Saturday) more than she wanted – or two days a week (including alternate Saturdays) at Bungay. The evidence was that Bungay was the same travelling time of 40 mins from the Claimant's home if the Claimant used a ferry (which incurred additional expense) or a travelling time of 60 mins.

37. Unfortunately, neither option was explored further.

38. On 17 December 2024 the Claimant made a formal request that she be allowed to work from home as a reasonable adjustment. She stated:

    "I am at high risk of serious complications of any respiratory illness due to having breathing difficulties because of dyspnoea, severe obstructive sleep apnoea and tachycardia. I also have ME/CFS which puts me at further risk. Being in an office environment where no protective measures are in place to help keep me safe, and with others not taking precautions puts me at high risk. The worry and pressure of trying to avoid respiratory illness whilst in the office has impacted my emotional well-being, working from home would alleviate that pressure completely.

    I believe I can carry out my working role from home. I am happy to collect keys the day before or in the morning and return keys in the evenings for any viewings."

39. CS replied the same day saying working from home in a Sales Negotiator role was not a possibility as the role was about covering the office due to clients

walking into the building, also given where the Claimant lived, the amount of driving would cause time issues and could add to her tiredness. He told the Claimant there was a position in Bungay which could accommodate less days but would be office based. Also, that the Respondent was happy to make reasonable adjustments, including more time in the office to keep meeting "strangers" on viewings to a minimum.

40. On 19 December 2024 the Claimant sent a further email requesting that she be allowed to work from home and referred to another member of staff, Megan in Dubai, who had been allowed to work from home or remotely. She said the position in Bungay was not suitable because of the travel implications.

41. An Occupational Health (OH) referral was made in January 2025 and, following the Claimant's examination on 27 January 2025, OH advised on 31 January 2025 that the Claimant was not fit to be working in her substantive capacity but may be able to work in a modified or restricted capacity.

42. As regards adjustments that could be made to support the Claimant, the report stated:

> "Currently [the Claimant] is not, in my opinion fit to be working in the office.
>
> She has expressed that she would feel capable of working from home, but I am advised that this would not be possible from an organizational point of view.
>
> If the requirement is for her to attend the office, then in my opinion, adjustments may help in this respect…the use of a HEPA filter, being sat away from colleagues, being able to continue wearing FFP2/FFP3 masks…along with fresh air circulating from open windows…under desk aids to help move legs and feet and help with pain and circulation…being able to walk around if needed…aids to reduce pressure for typing to support position and chairs that can help support posture. Regular breaks from the screen would also be a benefit.
>
> If her employers were able to accommodate remote working, then she could return to work in a phased capacity over a period of around 6-8 weeks, commencing at 20-30% of normal hours and increasing incrementally.
>
> Her medical condition did not mean that mandatory home working was necessary for her moving forward and it would have to be an organizational decision whether remote working could be accommodated in the short-term."

43. On 18 February 2025 the Claimant attended a welfare meeting with Amanda Lilis (AL) from the Respondent's Human Resources (HR) provider. The Claimant said she believed she could return to work in one month and requested the location of her work be moved to her home.

44. At a second welfare meeting on 26 February 2025, the Claimant was told the following adjustments could be made:

- A phased return over 4 weeks, with regular reviews, starting with 2 days per week at the Respondent's office;
- The option of being able to work in a separate room with plenty of ventilation and open windows;
- The removal of the requirement for the Claimant to attend viewings.

45. The Claimant responded by saying that she could attend viewings, that she did not wish to be separated from her colleagues as she would feel isolated, but could not join her team as the room was "crowded". She maintained that she wanted to work from home and didn't understand why Megan was allowed to work from Dubai but she wasn't able to work from home, despite her disabilities.

46. A further exchange took place between the Claimant and AL on 26 February 2025, in which AL further explained why home working could not be accommodated and answered some questions from the Claimant. AL stated the proposed phased return would be as follows:

    - Week 1 – two days on reduced hours
    - Week 2 – two days on reduced hours
    - Week 3 – three days on reduced hours
    - Week 4 – two full days and one day on reduced hours
    - Week 5 – three days on full hours

47. The separate office space for the Claimant would be well ventilated with open windows, and she could come and go from that space and interact with the team as she pleased, and vice versa. Further the training on the new software would take place in a well-ventilated space during her phased return.

48. On 28 February 2025 a third welfare meeting took place. The Claimant again stated she wanted to work from home and referred to Megan. She said she was happy to come into the office for training but wanted to work from home afterwards and said that unless she could work from home, she would make a claim for disability discrimination. She also raised the question of appointments for which she said she had to take holiday and said she couldn't risk delay if she couldn't get time off. AL stated there was no paid time off for appointments, but she was sure they would be accommodated as unpaid leave or holiday.

49. On 10 March 2025, AL sent the Claimant a letter stating that she had been absent from work since 9 September 2024, referring to the three welfare meetings and summarizing the reasonable adjustments that had been offered as follows:

    - A phased return to work over a period of one month, as requested by you;
    - Reducing your working days from three days to two days per week during the phased return, as requested by you;
    - A reduction in your daily working hours to suit you, as requested by you;
    - No restrictions on wearing FFP2/FFP3 masks within the office;

- Room in a separate office space, sat away from colleagues, with open windows and ventilation which will be controlled by you.

50. The letter further stated that aids to reduce pressure for typing and a chair that could help support her posture would be available. As would regular breaks from her screen.

51. The letter also referred to the statement in the OH report that "[the Claimant's] medical condition does not mean that mandatory home working is necessary" and "it would have to be an organizational decision as to whether remote working could be accommodated in the short-term."

52. That letter is the last document in the chronology before me, save for subsequent fit notes which continued to sign the Claimant off work on grounds of ME/CFS.

Conclusions

53. Section 20 and 21 EqA set out the duty to make reasonable adjustments.

54. So far as relevant section 20(3) expresses the duty in the following way:

> "…where a provision, criterion or practice [PCP] of A's puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled to take such steps as is reasonable to have to take to avoid the disadvantage".

55. Here, the alleged PCPs relied on by the Claimant as set out in the List of Issues agreed at the Preliminary Hearing on 5 January 2026 are as follows:

    (i) The requirement to attend the workplace in person rather than work from home.

    (ii) The delay in implementing agreed reduced hours and adjustments.

    (iii) The requirement to use annual leave for medical appointments and procedures.

56. I consider it most convenient to deal first with the complaint based on PCP (ii), followed by the complaint based on PCP (i), and finally the complaint based on PCP (iii).

<u>Complaint based on PCP (ii)</u>

57. As set out above, PCP (ii), as articulated at the Preliminary Hearing, is the "alleged delay in implementing agreed reduced hours and adjustments". At the hearing, the Claimant clarified she was referring to the period between June-October 2023 and the alleged delay in reducing her hours to part-time working. She said this delay put her at a substantial disadvantage because of the exhaustion she experienced working full-time due to her ME/CFS.

58. Ms Ismael submitted that the PCP should be re-drafted or understood as reading "failing to implement agreed reduced hours and adjustments in a timely way".

59. I consider a better way of articulating the PCP to capture what the Claimant is complaining about is: "the Respondent requiring, until 1 November 2023, the Claimant to work full-time" since this formulation reads more naturally as a PCP that is capable of falling within s.20(3) EqA. In this respect it is common ground that CS offered the Claimant part-time working on 1 November 2023 and that she accepted those reduced hours as being a reasonable adjustment to avoid the disadvantage to which she was put by having to work full-time until that date.

60. Accordingly, the relevant question is: when did the Respondent become subject to the duty to make that adjustment and was there a period over which it failed to do so?

61. Paragraph 20(1) of schedule 8 to the EqA provides that a person is not subject to the duty to make reasonable adjustments if he or she does not know and could not reasonably be expected to know both that the disabled person in question has a disability and is likely to be placed at a disadvantage by the employer's PCP.

62. Accordingly, it is necessary to consider when the Respondent ought reasonably to have known that the Claimant was a disabled person and that requiring her to work full time was likely to place her at a substantial disadvantage.

63. This position is not easy to determine. This is partly because of the Claimant's many health conditions which fluctuated during the relevant period, together with fact she also had absences in respect of medical conditions unrelated to those conditions relied upon as amounting to a disability. In addition, it is plain from the evidence that the Claimant communicated with CS frequently and openly through WhatsApp and that the scope of those communications covered not only her health conditions and work-related matters but also a myriad of matters to do with rental properties she and her husband own as well as family matters. The point being, that while an employer must be alert to information from an employee that puts them on notice the employee has, or may have, a disability, in a busy working environment in which many messages may be received daily from many employees, and the employer is also dealing with the other, often pressing, aspects of running a business, information contained in WhatsApp messages which in the context of the tribunal assume significance may, quite reasonably, not have done so at the relevant time.

64. The Respondent's case is that it did not know the Claimant was a disabled person within the meaning of the EqA until her email to CS of 7 December 2024, by which time the Claimant had already been working part-time since 1 January 2024.

65. For reasons set out below, I do not accept this submission.

66. On the other hand, I am not satisfied the Respondent ought reasonably to have known the Claimant was a disabled person in June or July 2023 when she first requested to work part-time.

67. June/July 2023 was before any diagnosis of ME/CFS had been made and the Claimant said herself that for some time she and the medical professionals had believed her tiredness was due, amongst other things, to combining working full time with home schooling her children. Further, I consider the Claimant's messages about "heart conditions" and needing an "angiogram" were insufficient to put the Respondent on notice she was a disabled person and that she would be put at a substantial disadvantage by having to work full time.

68. Looking at the chronology above, I find the Respondent ought reasonably to have known that the Claimant was a disabled person, at least by reason of ME/CFS, sometime in October 2023 and that she was likely to be put at a disadvantage by working full time at or around the same time. By that the date, the Claimant had been diagnosed with ME/CFS, which are known to be serious and potentially long-term conditions. It is plain from the WhatsApp messages between the Claimant and CS that he was aware of her diagnosis, the Claimant's messages of 22 September 2023 (when she was on annual leave) refers to her "struggling with her health", being "constantly exhausted" it being better to do "3 days rather than 4 days a week" and wanting to come back part-time; in a message of 14 October 2023 the Claimant tells CS "she was absolutely exhausted this last week", and a message of 30 October 2023 (when the Claimant had been signed off in respect of a ME/CFS flair up) informed CS her GP had advised she would be "more effective and functional doing part-time". In so far as it is necessary to pick a precise date I would identify 14 October 2023, by which time the Claimant was back at work after annual leave and again informs CS she was exhausted, and by which time her exhaustion was likely to be due to her condition of ME/CFS rather than the effects of recovering from her surgery.

69. Accordingly I find that the duty to make reasonable adjustments was imposed on the Respondent in mid-October 2023. However, since the Respondent offered the Claimant part-time working on 1 November 2023 it complied with that duty because the reasonable adjustment of reducing the Claimant's hours was made soon after the duty to make the adjustment arose.

70. The claim of failure to make reasonable adjustments in respect of PCP (ii) therefore fails.

<u>Complaint based on PCP (i)</u>

71. Turning to the complaint of failure to make reasonable adjustments in respect of PCP (i), the Respondent accepts that it has a PCP of requiring employees to attend the workplace.

72. The Claimant says this put her at a substantial disadvantage because working in an office she was more likely to contract a respiratory illness than working at home, which could have serious implications for her because of her disabilities. I accept this.

73. For the purpose of this head of complaint the precise date at which the Respondent became aware the Claimant was likely to be put at that substantial

disadvantage is not relevant because the Respondent accepts that it maintained the PCP of requiring employees – including the Claimant – to attend the workplace even after it had the requisite knowledge.

74. Accordingly, the sole issue under this head of complaint is whether allowing the Claimant to work from home was a reasonable adjustment.

75. The Respondent says it was not because a large part of the Claimant' role was to conduct in-person viewings, manage property brochures, maintain the branches' presentation and greet walk-in clients. Between January and June 2024 the Claimant had conducted on average close to 3 viewings a day. Although she said she could still conduct viewings if working from home, she would have to drive back and forth to the office to collect/drop off keys during working time, which, since she lived 17.3 miles from the office was a significant amount of time. Further she wouldn't be able to participate in the team meetings which took place every morning (or would only be able to participate remotely) and she wouldn't be able to keep abreast of developments. In that respect, it was important for the sales team to be able to share information quickly and easily in respect of offers on properties and developments in the sales process. While some administrative tasks could theoretically be undertaken from home, they made up only a small proportion of the role.

76. The test of reasonableness is an objective one, looking at the proposed adjustment from both the perspective of the Claimant and the Respondent and the efficacy of the adjustment at issue.

77. In this respect I find it difficult to see how the adjustment of working from home would be more efficacious at reducing the substantial disadvantage to the Claimant of working in an office – or significantly more efficacious – than the Respondent's proposed adjustment of giving the Claimant her own office space with plenty of ventilation, from which she could mix with the rest of the team as and when she felt safe to do so. CS's evidence was that the proposed office space was on the ground floor, with the main office one floor above, so that the Claimant could avoid mixing with the rest of the team if and when she was concerned about infection rates, or indeed as she chose.

78. The Claimant said she disliked the idea of her own office, since she would feel separate and segregated from the other members of the team, however it is difficult to understand how she could reasonably feel more segregated from the others working pursuant to that arrangement than she would do if she were working from home. The Claimant also said that since the office space wouldn't be a private office, other people would be able to come into it. This is true, but they would have no reason to do so unless for some purpose agreed to by the Claimant. The Claimant's office space did not house any communal facilities. Further the Claimant would have been able to ventilate the space as she wanted and wear a mask. There is also no reason to think that the other employees wouldn't understand and respect the reasons why the Claimant was working in her own office. The Claimant also objected to the fact that she would have to go into the main office to collect and drop off keys. However, it was unclear why even stepping foot into main the office should suddenly have been so worrisome to the Claimant when she was prepared, indeed positively enthusiastic to continue to conduct viewings which necessitated her coming into

contact with strangers, possibly groups of strangers or families, several times a day.

79. Further, working from home would also have necessitated the Claimant doing considerably more driving which CS was reasonably concerned would exacerbate her tiredness and ME/CFS. In this respect the Claimant would be driving into the office to collect and drop off keys each time she had a viewing, then driving back home to carry on with her office work. While there was evidence that the Respondent tried to arrange viewings in "blocks" to avoid too much toing and froing, ultimately, they had to be arranged for the convenience of the sellers and buyers and sometimes at short notice.

80. From the Respondent's perspective this was plainly problematic. The Claimant would either be taking up large parts of the working day driving to and from the office (together with associated mileage costs), or picking up all the keys for her scheduled viewings first thing and dropping them off last thing, which, unless this was done outside of office hours, would also eat into the working day and result in the keys being unavailable for anyone else to use during the day while the Claimant would be unable to conduct any viewings arranged last moment because she wouldn't have the relevant keys.

81. In his witness statement CS said that given the Claimant lives approximately 17.3 miles from the office, mileage payments and paid travel time, he had calculated that allowing the Claimant to work from home would have cost approximately £3,852 per annum, excluding lost productivity during peak travel hours.

82. I also take into account that the OH report considered that the Claimant's medical condition did not mean that mandatory home working was necessary and, further, that the Claimant had previously worked in an office, notably from 1 January 2024 – 9 September 2024 without her own office space and without, it appears, succumbing to any respiratory infection from someone at work. Finally, I note that the package of adjustments offered to the Claimant, began with a phased return to work on the basis that the Claimant herself had been seeking (i.e. reduced hours for 2 days a week) in early December 2024.

83. I would add that the Claimant felt very strongly that she had been treated unfairly compared to someone called Megan Greaves (MG), who had been allowed to work remotely from Dubai. In this respect, CS's evidence, which I accept, was that MG (who had previously worked for the Respondent) was not employed as a sales negotiator. She was recruited and employed to deal with the transfer of data from the Respondent's old IT systems onto the new ones working ad hoc hours from Dubai. Once the data transfer was complete CS accepted that MG helped by taking calls while the sales negotiating team were updating property entries onto the new system, but she never had the title of sales negotiator or the right to earn commission. Further she had been employed pursuant to a fixed term contract which had now terminated.

84. Accordingly, I accept that the Claimant was not in a comparable position to MG and the fact that MG worked (for a period of time) from Dubai did not mean it would have been reasonable for the Claimant to have been allowed to work from home in her role as a sales negotiator.

85. For all these reasons I therefore find that the Respondent complied with its duty to make reasonable adjustments in respect of PCP (i), and that the adjustment which the Claimant sought of working from home was not a reasonable one.

Complaint based on PCP (iii)

86. The third complaint of failure to make reasonable adjustments is based on an alleged PCP of having to use annual leave for medical appointments and procedures.

87. It is a little difficult to get to the bottom of this complaint.

88. CS's evidence was that employees were required to take annual leave or unpaid sick leave to attend medical appointments, unless they were at the end or beginning of the working day and they could make up the time lost as a result of coming in late or leaving early by working through their lunch break.

89. In her witness statement the Claimant similarly said she had to take annual *or unpaid leave* to attend medical appointments or arrange telephone appointments and accepted in cross examination that she wasn't claiming she ought to have been given paid leave to attend medical appointments.

90. In her cross examination of CS, the Claimant referred to a message received from CS on 20 February 2023 when he told her she would need to book a scan as a ½ day on 'Charlie'. CS said 'Charlie' was the system employees used to request either unpaid sick leave or annual holiday, which would then be authorized, and that some employees preferred to use annual leave to book medical appointments so they would get paid.

91. The Claimant also referred to a message dated 21 June 2023 where she asked CS to book a ½ day sick and CS replied she would have to book it as holiday. In evidence CS said he had made a mistake in his reply, and the time could have been taken as unpaid sick leave, and he had been on holiday at the time.

92. The Claimant also referred to a message sent to CS 18 August 2023 about time she had taken off having been booked wrongly as holiday and the evidence is this absence was subsequently changed to unpaid sick leave.

93. I am therefore not satisfied the Claimant has shown the Respondent applied a PCP of requiring employees to use annual leave for medical appointments and procedures rather than unpaid sick leave. Further and in any event, all of the examples relied upon arose before October 2023 which is when I have found the Respondent ought reasonably to have known the Claimant was a disabled person.

94. Accordingly, in the light of all the above, the complaint of failure to make reasonable adjustments is dismissed.

Approved By:

Employment Judge S Moore
Date: 4 June 2026

Sent to the parties on:

1 July 2026

For the Tribunal: