



EMPLOYMENT TRIBUNALS

Claimant: Iryna Malyk

Respondent: Teleperformance Contact Ltd

Heard at: Bristol

On: 16-17 June 2026

Before: Employment Judge Oliver

Representation

Claimant: In person

Respondent: Ms Wood, solicitor

RESERVED JUDGMENT

1. The claim for unfair dismissal is not well founded. The claim is dismissed.
2. The claim for wrongful dismissal was presented out of time, it was reasonably practicable to present the claim within time, and the Respondent did not in any event breach the Claimant's contract of employment. The claim is dismissed.

REASONS

Issues

1. This was a claim for unfair dismissal only. There was a Case Management Preliminary Hearing on 25 September 2025, when the unfair dismissal issues were agreed. The Claimant later made an application to add a claim for breach of contract, which was accepted but subject to the point it was potentially out of time. The hearing dealt with liability first and the issues were as follows:

1. Unfair dismissal

- 1.1 The parties agree that the Claimant was dismissed. What was the reason for dismissal? The Respondent asserts that it was for some other substantial reason, which is a potentially fair reason for dismissal under s. 98 (2) of the Employment Rights Act 1996. In the alternative, the Respondent asserts that it was for misconduct after the Claimant repeatedly failed to follow a reasonable management instruction to attend work in the UK.
- 1.2 If the reason for dismissal was misconduct, did the Respondent hold a genuine belief in the Claimant's misconduct on reasonable grounds and following as reasonable an investigation as was warranted in the circumstances?
- 1.3 Was the decision to dismiss a fair sanction, that is, was it within the range of reasonable responses open to a reasonable employer when faced with these facts?
- 1.4 Did the Respondent adopt a fair procedure? The Claimant challenges the fairness of the procedure in the following respects;
 - 1.4.1 The disciplinary policy was not relevant, as the dismissal was not for a conduct-related reason.
 - 1.4.2 It was not appropriate for her to have been suspended.
 - 1.4.3 If the Tribunal considers that her suspension was appropriate, it lasted for too long. The Respondent's policy states suspension should last for 5 days unless extended, and no extension was communicated to her.
- 1.5 If it did not use a fair procedure, would the Claimant have been fairly dismissed in any event and/or to what extent and when?
- 1.6 If the dismissal was unfair, did the Claimant contribute to the dismissal by culpable conduct? This requires the Respondent to prove, on the balance of probabilities, that the claimant actually committed the misconduct alleged.

2. Breach of Contract (Extension of Jurisdiction Order 1994)

- 2.1 Was this claim presented within time?
- 2.2 Did this claim arise or was it outstanding when the Claimant's employment ended?
- 2.3 The Claimant relies on the following:
 - 2.3.1 The instruction issued on 18 July 2024 constituted a unilateral variation of my employment contract, which was not agreed or lawfully imposed;

- 2.3.2 The Respondent acted in breach of the implied term of mutual trust and confidence by issuing that instruction and pursuing disciplinary action in bad faith.
 - 2.3.3 These breaches led directly to the termination of my employment and/or were connected to the manner in which I was dismissed.
- 2.4 Was that a breach of contract?
- 2.5 How much should the claimant be awarded as damages?

Evidence

2. I had an agreed bundle of documents of 349 numbered pages, which I read to the extent referred to by the parties in their witness statements or during the hearing.

3. I read the witness statements and heard evidence from:

- a. Drussila Solomon, Head of HR for the UK at the Respondent.
- b. Michael Aouate, Chief Financial Officer for TLScontact Group.
- c. Barthelemy Rouffia, Zone Manager at TLScontact France.
- d. The Claimant

4. I had oral submissions from both parties, and written submissions from the Claimant.

Facts

5. I have considered all of the evidence and submissions, and find the facts necessary to decide the issues in the case.

6. The Respondent is a subsidiary company of TLS Group, which belongs to Teleperformance Group, a French multinational business process outsourcing company. The Respondent provides outsourced visa services to governments including in the UK, France and Germany. TLS Group has local group companies in various countries where it operates and employs staff.

7. The Claimant was employed by the Respondent between 3 May 2022 and 27 August 2024 as Regional Finance Business Partner (Europe). Her contract of employment with the Respondent gives addresses for both her and the Respondent in Bristol. Her place of work is, "*Principal place of work will be home office but with some required travel into the office (Suite 510, City Point, 1 Temple Gate, Bristol BS1 6PL) for training / meetings /month ends. Also you will be expected to be able to work from other sites as required.*" The contract says the offer is subject to evidence of on-going eligibility to work in the UK. The end of the contract states that it "*shall be governed by and construed in all respects in accordance with the laws of England and Wales*". The contract refers to UK legislation throughout, such as the Employment Rights Act 1996 and the Working Time Regulations 1998.

8. The contract does not expressly state that the Claimant's place of work is in the UK, or address the issue of whether she is permitted to work from outside the UK either temporarily or permanently.

9. The Respondent's hybrid work policy dated May 2022 was on their internal intranet. Ms Solomon explained that this was accessible to all employees and the intranet comes up automatically when employees first log into the work system. It has a paragraph on location for work from home. This says, "*Your work from home location is based on the city and country in which your work contract is based and legally applicable. Relocation of your homework location that involves moving to a separate country or city must be agreed with your line manager and local HR manager in advance. Work locations other than your home office requires assessment with your line manager and local HR manager, and might be subject to tax and other legal implications, i.e., social insurance, work permit authorization etc.*" I have seen no evidence that this policy was sent separately to UK employees at any point.

10. The Respondent's Bristol office closed in early September 2022 and the Claimant then worked entirely from her home in Bristol.

11. In late 2023, the Respondent lost a major contract within the UK, and the holding company across Europe also lost a number of contracts. Staff in the UK were kept informed about the planned changes. Another company took over the service and many of the staff were transferred under TUPE in 2025. The loss of contracts in Europe affected the Respondent's operations there, including in France.

12. Mr Aouate became the Claimant's line manager in April 2024. On 21 June the Claimant requested a meeting with Mr Aouate on Teams. This was because her husband had secured employment in France and she wanted to explore relocating. She asked about doing her duties from France or having a local French contract. The Claimant was aware that other employees had moved countries. Mr Aouate said she could not work from France with a UK contract of employment, and there was no position in France. The Claimant says he also said there was limited work for two European Regional Finance Managers because of the upcoming organisational changes. In a follow-up call on 26 June, Mr Aouate told the Claimant that she could not work on UK projects in France on a permanent basis because the laws are different and this would cause legal and tax issues. He did not provide specific detail about the laws he was referring to.

13. Later on 26 June, the Claimant emailed Ms Solomon saying that due to personal circumstances she was moving to France in July, and was planning to continue to work from home from there. She said Mr Aouate had told her he wouldn't be able to perform her duties from France as it would mean breach of certain law. She asked to consult Ms Solomon about this. They also had a conversation, during which Ms Solomon says she showed her the hybrid work policy. The Claimant says she was not shown this policy during the conversation. It is not necessary for me to decide this dispute of fact to decide the issues. I do note, however, that the hybrid work policy was not sent to the Claimant or referred to in later communications with the Claimant. During the conversation the Claimant was saying that she thought she could work from France as her contract was fully

remote. Ms Solomon says she explained she needed permission to work in another country from her line manager, in accordance with the policy.

14. Ms Solomon took legal advice and invited the Claimant to a meeting to discuss a flexible working request. There was a meeting on 9 July with the Claimant, Mr Aouate and Ms Solomon. the Claimant's position was that her contract allowed her to work from anywhere. Mr Aouate disagreed and said that in France it was not permissible to work under a foreign entity outside France, and so she would need a French contract. He explained that in France you have to "pay the social service" and a foreign company cannot pay such a charge. He said he would send the details later (but never did so).

15. Mr Aouate provided an outcome on 15 July. He explained that the contract is based on UK obligations, and it is not financially viable to employ her in another country. He said that as a business they do not offer the facility for employees to be able to work remotely outside the country they were employed from. He explained that this would require a thorough assessment of local laws in other countries that may not be compatible with UK law. He said that her registered employer, contract of employment and PAYE is issued from the UK. He confirmed that the company was unable to accommodate her request to work abroad from France because they could not accommodate her role from France.

16. The letter went on to say that he understood she had already made arrangements to leave the UK. He asked her to review her decision, and if not he asked her to send her resignation in writing giving appropriate notice.

17. The Claimant was offered a right of appeal, but she did not appeal as she felt she had not made a flexible working request as she had not requested any change to hours, duties or work patterns.

18. On 19 July the Claimant received a letter from Mr Aouate (dated 18 July). This says she had stated she still intended to move to France on 20 July. The letter says, *"I understand that you are in a difficult position, but for the reasons stated above, I am afraid it is simply not feasible for you to work for Teleperformance Contact Limited (UK) from France"*. It goes on to say, *"I must therefore confirm that it is a reasonable management instruction to require you to attend work in the UK. Failure to attend work in the UK will be treated as pre-meditated unauthorised absence and a failure to follow a reasonable management instruction. One potential sanction for failure to follow a reasonable management instruction, following an appropriate disciplinary procedure, is dismissal from the Company without notice or notice pay"*.

19. The Claimant replied on 19 July saying she disagreed with this decision. She said that performing her duties from France did not go against any provision of her contract, and the instruction to attend work in the UK was unilateral and a change to her contract. She continued to work from France under her existing contract, and explained in evidence that it was a busy time coming up to month end and so she needed to continue with her duties.

20. On 30 July the Claimant was invited to an investigation meeting with Mr Rouffia. This was to discuss *"Alleged failure to follow a reasonable management*

instruction and carry out your work from the UK and not from France. Specifically, it is alleged that from on or around 21st July 2024 you have been carrying out your work from France". the Claimant was warned that this was potential gross misconduct. the Claimant replied on same day saying there was nothing to investigate as she had moved to France on 21 July and was not hiding this.

21. They had quite a short meeting on 31 July, during which the Claimant confirmed she was in France and planning to stay there at the moment. the Claimant took the position that she was following her contract and had simply told Mr Aouate about her home address changing. There was some discussion about an IT report that showed the Claimant different VPN addresses in the UK and France on the same day, but Mr Rouffia accepts that the Claimant was honest in the meeting and not trying to hide the fact she had been working from France.

22. The Claimant was suspended from work on 1 August, and told this was precautionary and not a penalty or prejudgment. This was confirmed in an invitation to a disciplinary hearing on 6 August. This included the letter containing the management instruction and the investigation meeting notes, and she was informed of her right to be accompanied.

23. Mr Aouate's evidence was that he had to suspend the Claimant because of the risk the company would be pursued by the French authorities for breaking French laws. He said this was a massive risk for a listed company, and they could not risk unofficial or "black" work by the Claimant in France on a UK contract. The Claimant's contract reserves the right to suspend her on full pay. The disciplinary policy says a suspension would "normally" be for no longer than 5 working days, or a date agreed with the individual, dependant on the nature of the investigation or the availability of witnesses.

24. Mr Aouate chaired the disciplinary hearing. I have read the notes of the meeting, as amended by the Claimant. She maintained her position that her contract allowed her to work from home in France. She also said that she had the impression her contract was under redundancy and there would be no job for her in the near future.

25. Mr Aouate dismissed the Claimant on 27 August 2024 for some other substantial reason with two months' notice. His evidence is that he looked at the Claimant's contract, the policies, and answers during the hearing. He also looked at whether the company could afford to offer her a move to France and whether they could accommodate this, and how the policy was applied to other staff to ensure consistency. He found that the Claimant had gone against an express instruction from the company and decided to carry out her role from France. He said that this did not amount to gross misconduct, but they were unable to continue her employment with her working from France. He explained that her contract was based on UK contractual obligations, and it was not financially viable for the company to accommodate the additional costs and requirements involved to employ her in another country.

26. Mr Aouate said in his evidence that he was sorry it ended this way. He had no plans to reduce staff in the UK, and he had no plans to make the Claimant redundant as he was very happy with her work. They were, however, removing as

many people as possible from France because of losing the big contract there, which is why the Claimant could not be moved to work in France. He felt he had to dismiss because he had to avoid any risk of the French authorities discovering that an employee was working in France while they were employed on a UK contract.

27. The Claimant appealed this decision, and the appeal was dealt with by Richard Burkard, leadership director. I have seen the Claimant's grounds of appeal and notes of the appeal meeting as amended by the Claimant. Mr Burkard did not uphold the appeal, and dealt with the Claimant's three main points of appeal as follows:

- a. In relation to the allegation of gross misconduct being groundless and unfair, he found this was appropriate because she had been told that her move to France could not be accommodated, but she chose to proceed. He confirmed that the outcome of the hearing was that this did not meet the threshold for serious insubordination, but the business could not continue to employ her when she relocated.
- b. In relation to whether the dismissal was to deprive her of the redundancy process, he found she had presumed this based on a conversation with Mr Aouate about whether there was enough work for two business partners from September, but she had not been told she was at risk of redundancy.
- c. In relation to whether there was a similar case in the past that was not treated as gross misconduct, he found that this employee's UK contract was terminated when he moved to Portugal, and he later worked with the company again as a contractor in Portugal.

28. I had some evidence about what happened with some other employees who wanted to work from another country. The Claimant says that she was treated inconsistently with an employee called Sacha who relocated to Portugal. She says that he told her his contract did not restrict him from working outside the UK, and that it was commonly known within the finance team that he had moved to Portugal and continued working under his UK contract.

29. Ms Solomon explained the situation with Sacha in evidence. She said he was originally temporarily working outside the UK on a particular job (a "mission"), but she discovered that after the mission ended he was in Portugal when he was seen there by someone else. He was told he could not remain employed on his UK contract, so he resigned. He was employed the next month as a contractor in Portugal. I have seen a letter to him from Ms Solomon dated 20 September 2023 which says he was required to return to the UK before the end of the month, and it would potentially be gross misconduct if he did not. I have also seen an email from his manager on the same date which gives him the option of moving back to the UK to continue on payroll before residency is confirmed and he can move to the group company in Portugal, or he would stop working for the Respondent on 1 October if he wished to stay in Lisbon.

30. I have seen evidence about the treatment of other employees who wished to move location. There is a letter from Ms Solomon to an employee called Veronika,

who had asked to work remotely from Ukraine. This confirms the fact that she works remotely does not give her an automatic right to work abroad, and explains the tax and other legal reasons she is unable to do this, referring to the hybrid work policy. An employee called Nicole resigned from her group company employment in Lebanon before moving to France on a new contract with the French company. Another employee called Sebastian resigned from his contract in China to move to Germany on a contract with the German company.

Applicable law

31. **Unfair dismissal.** The applicable law is set out in section 98 of the Employment Rights Act 1996 ("ERA"). The category of some other substantial reason is a potentially fair reason for dismissal under section 98(1)(b) – "some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held".

32. This requires a "substantial" reason, meaning it one that is not frivolous or trivial, and must not be based on an inadmissible reason such as the employee's protected characteristics - ***Willow Oak Developments Ltd t/a Windsor Recruitment v Silverwood and ors*** 2006 ICR 1552, CA.

33. The burden of proof is on the employer to show the reason for dismissal is potentially fair. This means the employer must show that the reason could justify dismissal. The test is then whether the dismissal itself was fair or unfair, having regard to the reason shown by the employer, and in particular whether in the circumstances the employer acted reasonably or unreasonably in treating this as a sufficient reason for dismissing the employee (section 98(4)(a)). This is to be judged in accordance with the range of reasonable responses of a reasonable employer, and the Tribunal should not substitute its own judgment for that of the employer (***Iceland Frozen Foods Ltd v Jones [1982] IRLR 439*** (EAT)). Under section 98(4) the Tribunal should also assess the fairness of the procedures used to dismiss the employee.

34. **Breach of contract.** Claims for breach of contract can be brought in the employment tribunal under the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994. The usual time limit for bringing a claim is three months beginning with the effective date of termination (Article 7(a)). This can be extended under Article 7(c) - "*where the tribunal is satisfied that it was not reasonably practicable for the complaint to be presented within whichever of those periods is applicable, within such further period as the tribunal considers reasonable*".

35. The starting point for interpretation of an employment contract is the express terms that have been agreed between the parties. Terms can also be implied into a contract of employment by fact, on the basis that the contract must lack commercial or practical coherence without the implied term (most recently considered by the Supreme Court in ***Marks and Spencer plc v BNP Paribas Securities Services Trust Company (Jersey) Ltd & Anor*** [2015] UKSC 72). This can happen under either the business efficacy test (where the term will be implied if it is necessary to give business efficacy to the contract as a whole) or the "officious bystander" test (it is something so obvious that it goes without saying).

Conclusions

36. My conclusions are as follows, taking the issues in turn.

Unfair dismissal

37. ***What was the reason for dismissal?*** The Respondent asserts that it was for some other substantial reason. I find that this was the reason for dismissal. Although there had been a disciplinary process for potential misconduct, Mr Aouate decided after the disciplinary hearing that the Claimant had not committed gross misconduct. However, it was not possible for the Respondent to keep employing her on a UK contract while she was living and working in France, and she could not move onto a contract with the French company because of costs involved and against the background of the reductions in staff there.

38. I accept that this is a reason that is capable of being “some other substantial reason”. It is a substantial reason, as it is based on the Respondent’s belief that it would not comply with French law for the Claimant to live permanently in France while working under a UK contract. It is not trivial, and is not an impermissible reason (such as being based on unlawful discrimination). I am satisfied that this is a potentially fair reason for dismissal.

39. I have considered the Claimant’s argument that this was a way to avoid making her redundant. She has pointed to the loss of major contracts and the comments made to her by Mr Aouate about reducing staff during the conversation on 21 June 2024. I accept the Respondent’s evidence that employees in the UK were not reduced (although some transferred to a new provider), and that he was very happy with her work and there was no intention to make her redundant. The Claimant may have assumed after this conversation that she might be at risk of redundancy, but this was not the intention and this was never directly told to her.

40. ***Was the decision to dismiss a fair sanction, that is, was it within the range of reasonable responses open to a reasonable employer when faced with these facts?*** This requires me to decide what a reasonable employer could do in these circumstances, not what I would have done. I find that the decision to dismiss does fall within the range of reasonable responses.

41. A key issue is whether the Claimant was entitled under her contract to work from home in France instead of in the UK. If so, it would not have been reasonable to require her to work from the UK and to dismiss her for this reason. The Claimant says that her contract does not have any express term in it which prohibited her from working from a home outside the UK. The Respondent says that the contract did not have any express term in it that would allow her to do so, and argues that the contract contains either an express or an implied term that she must work in the UK.

42. I have considered whether work in the UK was an express term of the contract. I find that it was. This is primarily because the Claimant’s home address is given in the contract as an address in Bristol, UK. The contract describes her principal place of work as “home office”. Taken together with the various references to UK

law, including the need to be eligible to work in the UK, I find that the contract expressly states that the Claimant will work from her home in the UK.

43. As the contract does not use exact words to state that the place of work is the UK, I have gone on to consider in the alternative whether work within the UK is an implied term of the contract. I find that it is. Again, the contract contains various references to employment rights under UK law, and is expressly subject to the right to work within the UK. The contract would lack coherence without the implied term. Work within the UK must be an implied term to give business efficacy to the contract as a whole. The various terms about UK law and the right to work in the UK would not be commercially suitable for someone working either in France or in any other country in the world. Similarly, an "officious bystander" who considered the contract would be bound to say that the contract is based on work within the UK, looking at the place of work being from a home office, the Claimant's address in Bristol, the application of rights under UK law, and the need to have the right to work within the UK. The terms of the contract do not make sense if the Claimant has a right to work from home from anywhere in the world.

44. I have found that the Claimant's contract did require her to work from home within the UK, and therefore it was reasonable to require her to work from the UK and potentially fair to dismiss her for this reason. The Respondent's instruction that she should work from the UK and not from France was not in breach of her contract. It was a reasonable management instruction in the circumstances. The Claimant was refusing to comply with this reasonable instruction. She was continuing to work from France after having been told not to do so, which potentially put the Respondent at legal risk.

45. The Claimant also argues that the Respondent acted in breach of the implied term of mutual trust and confidence by issuing that instruction and pursuing disciplinary action in bad faith. The Claimant argues that she had acted openly and did not believe there was gross misconduct, and says the Respondent's actions were disproportionate. I do not agree. The instruction was reasonable in the circumstances, and the disciplinary action was pursued because the Claimant was continuing to refuse to comply despite having been warned about the consequences.

46. I understand that the Claimant believes dismissal was a harsh outcome in circumstances where she believed her contract allowed her to work from home in France. I am satisfied, however, that the decision to dismiss did fall within the range of reasonable responses open to a reasonable employer when faced with these facts. The Respondent says that it would not comply with French law for the Claimant to live permanently in France while working under a UK contract, and so they needed to end her employment. The Claimant made the point in her submissions that no alternative arrangements were proposed to her. However, the Claimant did not suggest any alternatives during the process, and there were no obvious alternative options to dismissal. This is because the Claimant was insisting on working from France, while the Respondent was entitled to maintain the position that her contract required her to work in the UK. I have accepted the Respondent's evidence that it was not viable for her to move to a French contract, due to the loss of contracts in Europe.

47. I have also considered the following points raised by the Claimant in her submissions:

- a. ***There was no evidence of business necessity.*** The Claimant says there was no actual operational failure caused by her working from France, no inability to perform her role, and no actual financial or legal harm. It appears that the Respondent was not caused any actual damage by the Claimant's conduct. That does not, however, mean that it was unfair to dismiss the Claimant for the potential harm that could be caused if she continued to work from France. It would have been helpful if the Claimant had been provided with more specific information at an earlier stage about the exact legal risks, but I do not find that this was necessary to make the dismissal fair. The Claimant's contract was for work in the UK, and the Respondent was entitled to require her to comply with this.
- b. ***Lack of clarity.*** The Claimant says that questions regarding overseas working had arisen before, and no clarification was provided to remote employees, referring to the experience of Veronika. The Respondent did have a hybrid work policy that explained the process for moving the location of home work. I agree with the Claimant that this could have been communicated more clearly. The policy was on the intranet, but it does not seem to have been communicated specifically to remote working employees, and it is surprising that it was not specifically referred to during the disciplinary process. However, I do not find that this makes the dismissal unfair. The Respondent's instruction not to work from France was clear and reasonable, and the Claimant was refusing to comply with this instruction. The policy may not have been communicated clearly to the Claimant, but the instruction was.
- c. ***Inconsistent treatment.*** The Claimant refers to the treatment of other employees who wished to work from overseas, including the employee Sacha who wished to work from Portugal. The Claimant says that this was managed through a structured HR process, and he was not suspended, subjected to disciplinary proceedings or dismissed for misconduct. I note that Sacha was not dismissed – he resigned and moved to a new contract in Portugal. It seems he worked in Portugal for some time before this came to HR's attention. However, I do not find that there was inconsistent treatment which makes the Claimant's dismissal unfair. As set out in the facts, Sacha was given the option of moving back to the UK before moving to the group company in Portugal, or he would have to stop working for the Respondent. Ms Solomon's letter dated 20 September 2023 makes it clear that he was required to return to the UK before the end of the month, and it would potentially be gross misconduct if he did not. The difference is that Sacha complied with the Respondent's instructions. He would have been subject to disciplinary proceedings if he did not comply and continued working from Portugal. He was moved to a local contract, but as already explained, I have accepted the Respondent's position that this was not possible for the Claimant. Overall, this is consistent with the Claimant's treatment.

48. ***Did the Respondent adopt a fair procedure?*** The Claimant challenges the

fairness of the procedure in the following respects;

- a. ***The disciplinary policy was not relevant, as the dismissal was not for a conduct-related reason.*** I can understand that the procedure may have been confusing for the Claimant, as the disciplinary policy was followed but she was actually dismissed for some other substantial reason. I can also understand that it would have been stressful and distressing for the Claimant to be required to attend a disciplinary hearing. However, the Claimant was refusing to comply with a reasonable management instruction. This is potentially a disciplinary matter, and so use of the disciplinary policy was entirely appropriate. Mr Aouate's letter of 18 July 2024 was clear that failure to follow the instruction to work in the UK would lead to a disciplinary procedure and potential dismissal. Ultimately, the dismissal was for some other substantial reason instead. This actually benefits the Claimant (as she does not have a disciplinary dismissal on her record), and it does not mean that the disciplinary procedure was irrelevant or inappropriate.
- b. ***It was not appropriate for her to have been suspended.*** I find that the suspension was appropriate. I accept Mr Aouate's evidence that he had to suspend the Claimant because of the risk the company would be pursued by the French authorities for breaking French laws. The Claimant was continuing to insist that she was able to work from France, and was actually doing so, and so suspension was the appropriate option to prevent ongoing legal risk.
- c. ***If the Tribunal considers that her suspension was appropriate, it lasted for too long. The Respondent's policy states suspension should last for 5 days unless extended, and no extension was communicated to her.*** The Claimant was suspended on 1 August 2024 and the disciplinary hearing was on 6 August. It then continued until Mr Aouate issued his decision on 27 August. The Respondent's policy says that suspension would "normally" be for no longer than 5 working days. It seems that no extension was communicated to the Claimant during the period between the hearing and the decision. It is understandable that the suspension would continue during this time, as the Claimant working in France was a legal risk. It would have been good practice to confirm the ongoing suspension after the disciplinary hearing. However, I do not find that this makes the procedure unfair, as there are good reasons why the suspension needed to continue beyond the usual 5 working days.

49. I therefore find that the Claimant's dismissal was fair in all the circumstances. This was a very unfortunate situation. The Claimant believed she was permitted under her contract to work from home in France. She had made arrangements to move there with her family. She was a valued employee who the Respondent did not want to lose. However, an employer is not obliged to allow an employee to move work location to another country, if their employment contract is for work in the UK. The Claimant did not accept the Respondent's position, and the Respondent was entitled to take action by dismissing the Claimant in order to prevent ongoing legal risks in France.

Breach of contract

50. ***Was this claim presented within time?*** I find that it was not. The breach of contract claim was first made to the Tribunal on 26 September 2025, some nine months after the usual three-month time limit had expired. The Claimant's explanation for the delay is that she is not legally trained, she did not know that the same background could lead to another claim for breach of contract, and she believes it necessary to add the issue as it was not included in the list of issues after the Preliminary Hearing. I appreciate that the Claimant is representing herself, but this is a long delay in bringing the claim. The Claimant was able to submit a clear claim for unfair dismissal within time. I find it was reasonably practicable to bring a breach of contract claim sooner than she did.

51. I have dealt with this briefly because I have considered the breach of contract issues in my discussion about the fairness of the dismissal. Even if the breach of contract claim had been accepted, I would have found that the Respondent did not act in breach of contract, for the reasons explained above.

**Approved by:
Employment Judge Oliver
2 July 2026**

Reserved Judgment & Reasons sent to the parties on:
20 July 2026

Notes

Public access to employment tribunal decisions

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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>