



EMPLOYMENT TRIBUNALS

Claimant: Mr R Goll

Respondent: Nottingham City Council

Heard at: Nottingham

On: 22 – 26 June 2026
1 – 2 July 2026

Before: Employment Judge Victoria Butler (sitting alone)

Representation:

Claimant: In person

Respondent: Mr B Frew, Counsel

JUDGMENT

1. Protected acts 10 – 17 and detriments 26 – 46 are dismissed on a withdrawal.
2. The claim of direct sex discrimination is dismissed on a withdrawal ¹
3. The Claimant was not a disabled person at the material time.
4. The claim of discrimination arising from disability fails and is dismissed.
5. The claim of failure to make reasonable adjustments fails and is dismissed.
6. The claims of harassment related to age, sex and disability fail and are dismissed.
7. The claim of victimisation fails and is dismissed.

¹ The Employment Judge apologises for omitting this claim from the original judgment sent to the parties on 14 July 2026.

8. The claim of direct age discrimination fails and is dismissed.
9. The claim of health and safety detriment fails and is dismissed.
10. The claim of unauthorised deductions from wages fails and is dismissed,

JUDGMENT having been sent to the parties on 14 July 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Procedure Rules 2024, the following reasons are provided:

REASONS

Background

1. The Claimant presented his claim to the Tribunal on 23 August 2024 following a period of early conciliation between 1 and 24 July 2024. He was employed by the Respondent on a casual basis as Stage Door Keeper between 26 April 2023 and 10 May 2024. On 2 May 2024, the decision was made by the Respondent to terminate his contract after he lost his temper in a meeting on 29 April 2024.
2. The Claimant brings claims of direct age discrimination, discrimination arising from disability, failure to make reasonable adjustments, harassment related to age, disability and sex, victimisation, health and safety detriment and unauthorised deductions from wages.
3. The disabilities relied on are left inguinal hernia, high blood pressure, high cholesterol, anxiety, panic attacks and agoraphobia. The Respondent disputed that the Claimant was disabled for the purposes of the Equality Act 2020 ("EQA") at the material time by virtue of any impairment.
4. The parties attended three preliminary hearings ahead of the final hearing which I address further below.

The hearing

5. The hearing was listed for seven days. The first morning was allocated as reading time, the evidence concluded on day five and the parties attended on day six to supplement their written submissions. I gave judgment on day seven.

The list of issues

6. On 26 May 2026, the Claimant wrote to the Tribunal applying to "*complete, vary or supplement the list of issues*" already agreed. Within the application he said the list of issues was "*not agreed nor was it accepted as a complete or accurate statement of the pleaded claim*". The application was refused by Employment

Judge M Butler who said: *"The file shows that the list of issues was noted as finalised by Employment Judge Heap at the preliminary hearing on 20 November 2025. It is now too late to expect the parties and the Tribunal to consider amending the List of Issues as requested by the Claimant. Further, it seems to the Judge that the proposed amendments envisage quite detailed factual matters being included when they are matters which should properly be set out in the Claimant's witness statement"*.

7. At the commencement of this hearing, the Claimant applied to amend the list again. He alleged that Employment Judge Heap had whittled down his claim at earlier preliminary hearings, that he did not understand what the list of issues meant anymore and it was missing the factual matrix. I explained the difference between a list of issues and witness evidence to assist his understanding of the list of issues.
8. Mr Frew opposed any application to amend the list of issues, and I was in full agreement with that opposition. I refused permission to amend because it was clear from the previous case management summaries that Employment Judge Heap had spent considerable time agreeing the issues with the parties. Indeed, after the preliminary hearing on 3 October 2025 she recorded the following in her case management summary:

"On that basis, I determined to deal with the contentious list of issues first. As it was, that took the remainder of the hearing time so that there was insufficient time to deal with the amendment application or anything else. I have made orders below for the claimant to include within the final list of issues appended to these orders what additional complaints he seeks to add by way of amendment.... I have used the respondents draft list of issues which was emailed to me during the hearing as the basis for the attached existing list. That is not to say that the Claimant's position was not taken into account but simply because it was in a more typical format that was able to lend itself to review as the hearing proceeded. I have looked at both lists prepared and incorporated the positions that the Claimant articulated during the course of the hearing, including additional necessary detail obtained from both parties today, and removed elements where the Claimant accepted that they were background matters and not discreet allegations..... The list of issues which is attached to these orders represents in my view the positions adopted by both parties at the hearing. However, the orders made below reflect that the position is to be checked by the parties and confirmation provided whether what is recorded is accurate. I must stress, however, that this is not an opportunity to further revisit the list of issues and is limited to anything that it is said that I have inaccurately recorded. As the relevant parts of the list were read back to an agreed with the parties hopefully there should not be any in accuracies" (pages 282 – 297).

9. The parties appeared before Employment Judge Heap again on 20 November 2025 and she record in her case management summary that: *"The list of issues has now been finalised (subject to the agreement of the Tribunal hearing the*

claim) which includes issues which have been included by the Claimant by way of amendment to the original claim" (page 447).

10. Furthermore, the parties had prepared they witness evidence based on the agreed list and any application to amend would severely prejudice the Respondent, lead to a postponement of the hearing and very likely an application for costs.

Adjustments and privacy applications

11. On 15 June 2026, the Claimant made two applications. The first was in relation to adjustments at the final hearing. I do not set them out here, but they were all accommodated.
12. The Claimant also made an application for an anonymity order for his partner and a restricted reporting order in respect of what he considered to be highly stigmatic material from becoming permanent searchable public descriptors attached to his name. I determined there was no need to anonymise his partner because we could simply refer to her as "*the Claimant's partner*".
13. In relation to the restricted reporting order, the Claimant's concern primarily arose out of a comment at paragraph seven of the Respondent's grounds of resistance. I declined to determine the application initially given it was not clear to what extent that reference may become relevant, and it also appeared from the list of issues that a lot of the potentially stigmatic issues arose from the Claimant's pleaded case. However, I qualified that position by confirming I would revisit the application should any members of the press or public attend the hearing which in the event did not happen. In arriving at my judgement on this matter, I was content that I could deal with the Claimant's concerns by referencing the stigmatic matters he wanted avoiding committed to writing in neutral terms. My decisions on both points were unopposed by the Respondent.

Process and timetabling

14. At the end of the first afternoon, I explained the hearing process in full to the Claimant. I also explained my intention to give full oral reasons and the need to leave time for remedy should it become necessary so the evidence may have to be timetabled. As the hearing progressed, I did have to timetable and gave the Claimant plenty of warnings about his allocated time, particularly in relation to his cross examination of Mr Guy.

Withdrawals

15. On Tuesday 23 June 2026, the Claimant advised that he was withdrawing the complaint of direct sex discrimination identified at paragraph 3 of the list of issues, including allegation 3.2.1. He also said he was withdrawing the age harassment allegations identified at paragraphs 6.1.2 and 6.1.3 of the list of issues which had been subject to a deposit order which he paid. I had initially understood, as did the Respondent, that these allegations were withdrawn in their entirety. However,

as the hearing progressed, it appeared that the Claimant still relied on amended versions of 6.1.2 and 6.1.3 which were in essence the same allegations in a longer format. Ultimately, the position was not clear and whilst I considered the Claimant had attempted to circumvent the consequences of the deposit order, I determined the amended allegations.

16. On day six, the Claimant withdrew protected acts 10 - 17 and detriments 26 – 46. I have dismissed them on a withdrawal.

The issues

17. The issues agreed between the parties are thirty-four pages in length, so I do not set them out here. However, I address them in my conclusions below.

The evidence

18. I heard evidence from the Claimant. His partner was not cross examined.
19. For the Respondent I heard evidence from:
- Mr G Brown, Front of House Assistant
 - Mr S Harvey, Stage Door Supervisor
 - Ms T Pollard, Solicitor
 - Mr D Baxter, Interim Venue Director
 - Mr D Guy, Technical Director
20. I found the Respondent's witnesses to be entirely credible.
21. I found the Claimant's evidence lacked credibility and treated it with extreme caution for reasons which become apparent below. In summary, his oral evidence at times contradicted not only itself but the evidence contained within his witness statement (e.g. paragraph 183). I found that many of the allegations against the Respondent to be made without foundation and his disability impact statement lacked credibility and was inconsistent with his medical records.
22. I made my findings of fact based on the material before me considering the contemporaneous documents where they existed and the conduct of those concerned at the time. I resolved any conflicts of evidence on the balance of probabilities.

The facts

Background

The Respondent

23. The Respondent is a Local Authority and the matters complained of arise out of the Claimant's work at The Theatre Royal and Royal Concert Hall ("TRCH").

24. The Respondent has a Resolution and Grievance Procedure which does not apply to casual workers (pages 583 – 587). It also has an Equality, Diversity and Inclusion Policy which does not apply either (pages 595 – 600). However, Casual Workers were able to raise complaints under the Respondent's "Have Your Say" process.
25. The Respondent also has the requisite data protection policy and privacy notice (pages 602 – 611 and 666 – 667).

The Claimant

26. In February 2023, the Claimant applied for the role of Stage Door Keeper (page 687). During the application process, he voluntarily disclosed a spent conviction despite not been required to. However, because he disclosed it, Claimant was asked about it and there was no issue with the Claimant being engaged given it was spent. The Respondent does not hold a copy of his application because its online recruitment system deletes application after a period of time.
27. The Claimant was unsuccessful after interview but was offered the role of Casual Stage Door Keeper (page 689). He was subject to a Casual Worker agreement which confirmed that he was not an employee, there was no requirement for formal notice and the Respondent "*may terminate this agreement immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct*" (pages 577 – 582).
28. The Claimant undertook his first shift on 11 May 2023. His immediate supervisor was Mr Harvey, Stage Door Supervisor and Mr Guy was the Technical Director responsible for the Heads of Department, Managers, Officers and Supervisors. My Guy oversaw approximately 200 members of staff.

Nottingham Arts Theatre

29. In mid-June 2023, a member of staff mentioned to Mr Guy they had been told by someone at the Nottingham Arts Theatre ("NAT") that the Claimant had been banned for inappropriate behaviour. My Guy was conscious that it was rumour but equally concerned that it was important enough to be investigated. Mr Guy sought advice from HR in the following terms:

"Hi Debra, have an odd one really. Bear with me....

I've had a casual member of staff tell me that [] who works in another venue told them that another staff member [a casual] here is barred from backstage in that venue for inappropriate behaviour.

So this is not first hand and nothing in writing. Is it appropriate for me to approach the venue or [] to ask about this, or to ask the accused casual member staff about it?" (page 701).

30. HR responded as follows:

"What checks do you currently do on casuals at present? (references/ DBS etc), was everything OK from that point of view? Can you get any further information from the staff member who told you? In terms of what kind of inappropriate behaviour? I would then speak to the casual member concerned see what they have to say and if you still have concerns speak to the venue" (page 710).

31. Mr Guy explained:

"Hi Debra, I didn't handle the recruitment but the two references don't indicate anything like this, they both come from internal staff members. However I recall there was a previous very old fine listed in application ..., the details of which are lost in the engage system, they were asked about this and explained it was a misunderstanding as they were urinating in the street after a football match. I did talk to Amrik about that at the time.

I'll organise to meet with them and go over this before their next shift, then contact the venue to get some information from them following that.

Would probably be best if I complete an establishing the facts document for the first meeting I think, let me know if that's not really appropriate. I'm mindful at present that this is a rumour and don't want to spread it in case it is baseless, while ensuring that safeguarding of everyone on site is upheld" (page 700).

32. On 16 March 2023, Mr Guy met with the Claimant after e-mailing him in the following terms: *"Hi Rob, are you available to come in to see me and Steve on Monday 19th June at 15:15 please? We need to go over something with you. It would go down as a minimum call on your timesheet but it shouldn't take more than an hour. If you could let me know that would be great" (page 702).*
33. The Claimant confirmed his attendance, and Mr Harvey was also present. Mr Guy told the Claimant the thrust of the rumour rather than the full detail given it was unsubstantiated. The Claimant denied any knowledge of a ban but explained he had had a falling out with the NAT in 2018 when he was working in a show production with the People's Theatre in his personal time. He had accused a director of bullying a female cast member which in turn resulted in that director accusing him of bullying. The Claimant was suspended whilst the allegation was investigated and he was told he would receive a final written warning, which was not formally issued. He confirmed that he had never worked as a chaperone and did not any knowledge of the rumours that had come to Mr Guy's attention.
34. Mr Guy advised the Claimant that he would speak to NAT but also asked him to send through any details he had about the issue. Mr Guy's perception of the Claimant was that he appeared genuinely confused about talk of a ban but would rather explain events from his perspective than it remained unaddressed. The Claimant did not show any signs of stress or upset at being invited to the meeting,

at the meeting or afterwards.

35. On 19 June 2023, the Claimant e-mailed Mr Guy with his forensic response to the complaint against him in 2018 running to circa twenty-six typed pages and further appendices (pages 705 – 739). Mr Guy thanked the Claimant for the document and took the time to read it (page 704).
36. Mr Guy also contacted the individual at the NAT who had reported the Claimant's alleged ban to the colleague. This individual confirmed the ban and said it was because of the Claimant's inappropriate behaviour "*given his age*". Mr Guy asked for this to be confirmed in writing.
37. On 19 June 2023, Mr Guy updated HR. He explained the source of the rumour, his investigations with the Claimant and the NAT and concluded the following:

"There is a definite air of whispers about this as most of what [] came to me with is certainly untrue. Need to see what [] provides but the crux of the initial accusation... is I think disproved at this point. The bigger issue now is the detail to the accusations from [], to understand if there is a ban that has been given to Rob and if so to ask Rob why did he lie about it. Or it could be that there is no meat on the bones and this is a personal issue between Rob and some members of the amateur dramatic society in the arts theatre. So I'm waiting for more information from [], Rob is in on Friday" (pages 699 – 700).

38. Mr Guy did not hear anything from NAT so did not consider the rumour any further. In his view, there was no real detail to it but rather evidence of a personal matter between the Claimant and NAT and thus unsubstantiated. This did not affect Mr Guy's view of the Claimant who continued to be offered shifts for a further ten months. When Mr Guy subsequently saw the Claimant, he told him not to worry about it. Neither Mr Guy or the Claimant raised the matter again and Mr Guy kept the matter confidential. The Claimant considered that he had been treated fairly by Mr Guy in his handling of the incident.
39. In August 2023, the Claimant was appointed as a Fire Warden.

March 2024 complaints – Shrek and Kaleb

40. On 21 March 2024, the House Manager, Mr Graham, reported a complaint raised about the Claimant to the Operations Director, namely that the Claimant had shouted at a principal cast member of "*Shrek the Musical*".
41. Mr Graham spoke to the Claimant who said in response that "*He got all up in my face, so I got all up in his*". Mr Graham explained that just because someone is being, or perceived as being rude, does not mean that being rude back is an appropriate or useful option (pages 748-749, 747, 744-745).
42. On 22 March 2024, one of the Claimant's colleagues complained about the Claimant not being present on the stage door and was spotted attending a meet

and greet with Kaleb from Clarkson's Farm instead (pages 750 – 752).

43. These matters were brought to Mr Guy's attention, but it was Mr Harvey who spoke to the Claimant about the Shrek complaint in his capacity as a supervisor. This was a genuine and legitimate management conversation to remind the Claimant to be mindful of how the Respondent was perceived by visiting stage companies and the public more generally. However, shortly afterwards, the Claimant approached Mr Guy and raised his voice saying he was not happy about being spoken to about the incident. He explained that he was having problems with noisy neighbours but did not mention any matters relating to ill health. Mr Guy simply asked the Claimant to be mindful of his tone, what he was saying and how it comes across and, in theatrical terms, "*to take the note*" and move on.
44. No action was taken against the Claimant in respect of either complaint.

The CCTV incident and termination

45. In mid-April 2024, Ms Bailey, Front of House Manager reported to Mr Guy that her partner, Mr Brown, Casual Worker – Front of House Assistant, wanted to have a word with him about something that had happened the night before. Mr Brown told Mr Guy that the Claimant had shown him CCTV of two young women dressed in onesies stripping down to urinate when there was no operational need to view it. The Claimant had made various inappropriate comments, such as "*it's a piss party*" leaving Mr Brown feeling angry and disgusted. Mr Guy asked Mr Harvey to speak to the Claimant about showing sensitive footage to a colleague because of GDPR obligations.
46. On 25 April 2024 Mr Guy sent out a generic e-mail to all Stage Door personnel reminding them that CCTV footage should only be used for work related purposes or reasons and included an extract from the Respondent's CCTV policy. Mr Guy had mistakenly assumed that Mr Harvey had spoken to the Claimant at this point but nevertheless considered it prudent to remind everyone of their obligations considering what happened. The e-mail itself was neutral, did not identify any individual or incident and referred to the Respondent's existing policy (page 754).
47. When Mr Harvey raised the matter on 29 April 2024, the Claimant said he had gone outside to try and prevent the antisocial behaviour (against lone working protocol) but there was a man with the girls, so he came back inside. The Claimant became furious that Mr Harvey had raised it and demanded to see Mr Guy. However, he did not say that he would have to go home on health grounds if he did not speak to Mr Guy nor did Mr Harvey witness the Claimant having a panic attack.
48. Mr Guy invited the Claimant to his office. The Claimant said he was furious that Mr Guy had assumed that he had shared the footage with Mr Brown for '*pervy reasons*' and furious that Mr Guy was not "*man enough*" to talk to him about it in person. Mr Guy asked the Claimant not to insult him and talked calmly, explaining that he had asked Mr Harvey to speak to him because he was his supervisor.

49. The Claimant explained to Mr Guy that he had gone outside and that the man with the women had threatened him. Regardless, Mr Guy considered there was still no need for the Claimant to share the footage of the women with a colleague particularly when it involved nudity and intimate acts. The Claimant argued about what was inappropriate and sensitive and asked whether sharing images of a brick would count. Ultimately, the Claimant admitted that he had been foolish and would not do it again. However, he continued to shout and swear and say that it was only because he was a man. The Claimant was angry and rude but did not display any signs of emotional distress. He did not say he wanted to raise a grievance or ask for the meeting to be held in a different location or postponed, nor did he say he was going home on health grounds. At the end of the meeting, Mr Guy said he hoped that the Claimant would finish his shift, which he did. Mr Guy did not witness the Claimant having a panic attack at this meeting.
50. Following the meeting, Mr Guy made a contemporaneous note of the meeting in which he recorded that: *"His [the Claimant's] conduct during the meeting was terrible, aggressive, shouting swearing and insulting, he appeared to want to shut down any conversation about proper use of CCTV and showed no respect for his manager or me as a senior manager"* (page 770). Mr Guy kept this note confidential, and it was not shown to anyone until disclosed as part of these proceedings
51. Mr Guy sought advice from HR explaining that:
- "Basically had a report of them showing someone else cctv involving nudity, I asked their line manager to ask them about it and they went ballistic that they would suggest they might have done something wrong... Their conduct in a meeting about it was not good and is almost more of a question than the incident that started it all. With them being a casual it's slightly different to what I might otherwise have thought. I have meetings I can move about a bit so if you can chat just let me know what time"* (page 777).
52. After a conversation with HR, Mr Guy took the decision to terminate the Claimant's contract because of his aggressive behaviour in the meeting and advised him of the same in a phone call on 2 May 2024.
53. The Claimant attended TRCH later than day to hand over his keys and pass but did not raise any concerns about the meeting to Mr Guy (page 776, 759).
54. On 2 May 2024, the Claimant e-mailed the Operations Director asking for a meeting (page 781 – 782). On advice from HR, she explained that she would be unable to meet him but if he wanted to make any formal comments to do so in writing (page 775).
55. The Claimant had failed to complete his timesheet, so Mr Guy authorised payment for his scheduled hours on 29 April 2024 and authorised payment for a full shift for 2 May 2024 even though he did not work it (page 769).

56. Mr Guy did not announce the Claimant's departure because there was no need to. He was a casual worker and not in a senior position where some form of announcement might be expected.
57. On 7 June 2024, the Claimant e-mailed HR to request a copy of the grievance procedure but did not receive a reply.

Events after termination

58. On 13 June 2024, the Claimant submitted an appeal against his termination and a grievance against Mr Guy.
59. The appeal was a lengthy explanation of why he considered the termination to be unfair. Within it, he referred to sections of the Equality Act 2010 but made no reference to a protected characteristic or any health condition (pages 789 – 795).
60. The grievance against Mr Guy was lengthier, and the focus was that the Respondent '*omitted to recognise its statutory duties germane to my health and safety at work*' and referred to the Health and Safety at Work Act 1974. Within the grievance, the Claimant referred to his hernia, high blood pressure, high cholesterol and anxiety and states that a "*reasonable adjustments review*" should have been triggered. He was not explicit about what reasonable adjustments he required other than to say a review would ensure he had the means of performing his job safely, without additional causes for injury or stress. In reality, the thrust of his grievance was his dissatisfaction about his termination and his perception of Mr Guy (pages 796 – 808).
61. On 19 June 2024, the Venue Director informed the Claimant that the grievance policy did not apply to him, but he could raise any complaints via the Respondent's "*Have Your Say*" process (page 820). This was reinforced to the Claimant again by Mr Baxter, Interim Venue Director, on 2 July 2024 (page 826). The Claimant did not utilise this process to air his grievance.
62. On 16 July 2024, the Claimant submitted a subject access request ("DSAR") (pages 829 – 832). This was acknowledged the same day (833). The Information Compliance Team is a separate department to the Litigation Team albeit sitting under the same Directorate of Legal and Governance. When the Claimant submitted his claim, the Information Compliance Team was advised of the same and the Tribunal process more generally. However, it did not have sight of the claim form or have any involvement in the litigation process.
63. The Information Compliance Team is under considerable pressure, and any delays result from that pressure. Any late disclosure was in consequence of human error and the terms of the searches undertaken. There was no deliberate attempt to conceal documents.
64. The Claimant also made a DSAR to NAT (pages 840 – 843).
65. On 16 August 2024, the Respondent received data from the Respondent (page

845).

66. On 23 August 2024, the Claimant lodged this claim.
67. On 18 September 2024, the Claimant requesting clarification or further disclosure in certain areas (pages 853 – 854). The Respondent responded on 18 October 2024 with observations and confirmation that further disclosure would follow (pages 858 – 861).
68. On 11 October 2024, the Respondent filed its response to the claim. Nothing cited within it falls outside the factual matrix of the claim.
69. On 4 November 2024, the Claimant submitted a GDPR complaint which was responded to in detail on 4 February 2025. Further correspondence and complaints ensued. The Respondent dealt with the matter neutrally and in accordance with data protection law and guidance.
70. On 7 April 2025, the Claimant saw Mr Guy at the Nottingham Playhouse. Mr Guy was with his partner and son. The Claimant approached Mr Guy pointing his finger in his face and said loudly, “*fuck you*”. The Claimant’s partner intervened but the incident left Mr Guy fearful for his safety. A civil injunction was issued to the Claimant on 24 April 2025 (page 326). The Claimant apologised to Mr Guy during these proceedings.

Disability

71. The Claimant relies on the following impairments: left inguinal hernia, high blood pressure, high cholesterol, anxiety, panic attacks and agoraphobia.
72. On joining the Respondent, completed a medical questionnaire at the outset of his employment within which he declared high blood pressure and suspected inguinal hernia. In respect of the hernia, he said it was a ‘*manageable condition*’ but made Mr Harvey aware of it because he would need an operation and time off at some point in the future. He did not tell anyone at the Respondent about anxiety, panic attacks or agoraphobia nor did he raise high blood pressure and cholesterol before his termination.

Hernia

73. The relevant medical records are:
 - 20 January 2022 – “*lump on right side of groin no pain but does have some discomfort when coughs*”.
 - 21 January 2022 – “*suspected inguinal hernia – swelling otherwise feels fine. Pain on peeing, started as only pain but now pain and visible.....*”.
 - 27 January 2022, the surgeon requests photo evidence of the bulge.

- 7 February 2024, *"discomfort and occasional pain from inguinal hernia, occasional sharp pains associated with bulging when blowing nose/coughing however this has eased, denies general abdominal pain/tenderness"*.

74. The Claimant was issued with a Med 3 on 24 June 2024 within which he was advised to avoid heavy lifting, bending and prolonged standing. The Claimant requested this because he was claiming Universal Credit and needed his conditions for work limiting, but this was after the material time.
75. The Claimant explains in his impact statement that the hernia substantially limited mobility, work capacity, personal care, and bowel function, affecting daily life and essential tasks. He said pain and discomfort affected walking, standing and movement, worsening over time. Bending reaching and carrying objects became difficult requiring reliance on others for physically demanding tasks. He describes fatigue resulting from constant pain, requiring frequent pauses and movement adjustments to manage discomfort. He also says he had increased stress and anxiety resulting from physical strain, exacerbated by lack of accommodations at work. He talks about the difficulty in dressing and undressing and personal care and the mental health impact of anxiety or stress related to the risk of complications like strangulation or obstruction.

Anxiety, panic attacks, agoraphobia

76. The Claimant did not attend his GP about the mental health impairments relied on until after his termination and has never taken any medication for them. He was diagnosed with an acute reaction to stress on 1 January 2003 but there is no further reference to this in his records.
77. On 16 March 2010, the Claimant's GP recorded *"stress and low since lost job in December"* and prescribed medication for stress eczema. There are no follow up records in relation to this.
78. On 12 April 2013, the GP recorded that the Claimant had no history of depression.
79. There is no reference at all to agoraphobia at the material time.
80. The Claimant provided an impact statement in which he describes anxiety as a *"state of persistent worry and heightened apprehension, often disproportionate to actual threats. It differs from fear, which is a response to immediate danger, whereas anxiety is future focused, anticipating potential risks. When excessive, it can interfere with daily functioning, affecting thoughts, emotions, and physical well-being"*. He explains *"anxiety has been a constant presence in his life shaping how he thinks reacts and functions day-to-day"*. He further explains that *"only through CBT and intensive therapy have I come to understand how deeply anxiety has affected me across different areas of life....."*.
81. The Claimant says that anxiety presents itself in distinct ways namely health anxiety, social anxiety, justice sensitivity and generalised anxiety behaviours. The

symptoms he describes arising from health anxiety are hyper awareness of bodily sensations, compulsive symptom checking and research, reassurance seeking behaviours, mortality fixation, surgery avoidance and preoperative anxiety.

82. In relation to social anxiety, he describes fear of judgement in social situations, acting as a means to creating a psychological buffer from judgement, avoidance behaviours and friendship challenges.
83. The manifestation of justice sensitivity is rumination and overthinking, heightened emotional response, difficulty letting go, strong moral compass and intolerance of uncertainty. In relation to GAD he describes excessive worry, physical symptoms, cognitive effects emotional exhaustion and behavioural patterns.
84. The Claimant describes panic disorder as a condition where unexpected and overwhelming panic attacks occur often without a clear or immediate trigger. He says these attacks bring intense physical and psychological distress, leaving him hypervigilant and anxious about their recurrence. He links the disorder back to two major aviation disasters leading him to avoid anywhere where he felt “trapped” or unable to leave easily such as cinemas, theatres and lecture halls. However, he says that CBT has made him realise that avoidance reinforces the cycle, making the disorder worse over time. He says the disorder manifests itself as avoidance behaviours in particular he makes decisions based on avoiding potential triggers such as public transport, crowded spaces and enclosed environments. He says this impacts leisure activities, travel and work. He says he is hypervigilant, suffers disruptions to routine if a panic attack occurs and physical and mental toll. He also says that medical records document episodes of anxiety, stress-related health issues and the need for professional intervention including CBT.
85. The Claimant describes agoraphobia as an anxiety disorder causing intense fear of situations where escape might be difficult or help unavailable. It commonly develops because of panic disorder leading to avoidance of places such as public transport, crowded areas or even leaving home alone. Exposure to these situations can trigger severe panic symptoms, including dizziness, rapid heartbeat, sweating and breathlessness. The Claimant describes how he has avoidance and escape routes planned and constantly assesses his surroundings for the nearest exits, potential obstacles and safe zones. He says that without treatment, avoidance behaviours persist reinforcing the idea that certain places or situations are unsafe. He says that it has a substantial impact on his independence, mobility and ability to participate in work and social settings.

High blood pressure

86. The Claimant was diagnosed with hypertension in September 2020 and takes amlodipine. He says he avoids triggers that can worsen his condition, takes physical exercise and maintains a healthy weight as well as limiting stressful situations and using coping mechanisms to prevent spikes in blood pressure. He explains that the medication causes adverse effects, including fatigue, dizziness and swelling and left untreated, hypertension would result in severe health risks,

demonstrating the need for sustained management.

High cholesterol

87. The Claimant takes atorvastatin for elevated cholesterol levels. He avoids certain foods takes regular exercise and avoids excessive alcohol, smoking and high salt foods. He says without treatment failure to manage cholesterol increases the risk of blocked arteries, heart disease, stroke and other cardiovascular issues making treatment essential. He says it involves continuous monitoring and lifestyle management to prevent life threatening complications.

The law

88. Section 6 of the Equality Act 2010 (“EQA”) provides:

(1) A person (P) has a disability if—

(a) P has a physical or mental impairment, and

(b) the impairment has a substantial and long-term adverse effect on P's ability to carry out normal day-to-day activities.

89. Section 212 provides that substantial means ‘*more than minor or trivial*’.

90. When considering whether a person is disabled within the meaning of the EQA, I have had regard to the Guidance on Matters to be Taken into Account in Determining Questions Relating to the Definition of Disability (2011) (“the Guidance”) where it appears relevant.

91. Schedule 1, paragraph 2 of the EQA provides:

1) The effect of an impairment is long term if –

(a) it has lasted for at least 12 months,

(b) it is likely to last for at least 12 months, or

(c) it is likely to last for the rest of the life of the person affected.

(2) If an impairment ceases to have a substantial adverse effect on a person's ability to carry out normal day to day activities, it is to be treated as continuing to have that effect if that effect is likely to recur.

92. Schedule 1, paragraph 5 provides:

(1) An impairment is to be treated as having a substantial adverse effect on the ability of the person concerned to carry out normal day to day activities if –

(a) measures are being taken to treat or correct it, and

(b) but for that, it would be likely to have that effect.

(2) “Measures” include, in particular, medical treatment and the use of a prosthesis or other aid”.

93. Section 13 EQA provides:

(1) A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.

(2) If the protected characteristic is age, A does not discriminate against B if A can show A's treatment of B to be a proportionate means of achieving a legitimate aim.

(3) If the protected characteristic is disability, and B is not a disabled person, A does not discriminate against B only because A treats or would treat disabled persons more favourably than A treats B.

.....

94. Section 15 EQA provides:

(1) A person (A) discriminates against a disabled person (B) if –

(a) A treats B unfavourably because of something arises in consequences of B's disability, and

(b) A cannot show that the treatment is a proportionate means of achieving a legitimate aim.

(2) Sub-Section (1) does not apply if A shows that A did not now, and could not reasonably have been expected to know, that B had the disability.

95. Sections 20 EQA provides:

(1) Where this Act imposes a duty to make reasonable adjustments on a person, this section, sections 21 and 22 and the applicable Schedule apply; and for those purposes, a person on whom the duty is imposed is referred to as A.

(2) The duty comprises the following three requirements.

(3) The first requirement is a requirement, where a provision, criterion or practice 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 it is reasonable to have to take to avoid the disadvantage.

.....

96. Section 26 EQA provides:

(1) A person (A) harasses another (B) if:

(a) A engages in unwanted conduct related to a protected characteristic; and

(b) the conduct has the purpose or effect of:

i) violating B's dignity, or

ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

.....

(4) In deciding whether the conduct has the effect referred to in subsection 1(b), each of the following must be taken into account -

(a) the perception of B;

(b) the other circumstances of the case;

(c) whether it is reasonable for the conduct to have that effect

97. Section 27 EQA provides:

(1) A person (A) victimises another person (B) if A subjects B to a detriment because—

(a) B does a protected act, or

(b) A believes that B has done, or may do, a protected act.

(2) Each of the following is a protected act—

(a) bringing proceedings under this Act;

(b) giving evidence or information in connection with proceedings under this Act;

(c) doing any other thing for the purposes of or in connection with this Act;

(d) making an allegation (whether or not express) that A or another person has contravened this Act.

(3) Giving false evidence or information, or making a false allegation, is not a protected act if the evidence or information is given, or the allegation is made, in bad faith.

98. Section 136(2) EQA provides:

- (1) This section applies to any proceedings relating to a contravention of this Act.
- (2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.
- (3) But subsection (2) does not apply if A shows that A did not contravene the provision.

99. Alternatively, if I am satisfied that the Respondent has provided a genuine reason for the treatment which is not consciously or unconsciously discriminatory, the Claimant's claim will fail. This is known as the '*reason why*' test.

100. Section 13 Employment Rights Act 1996 ("ERA") provides:

- (1) An employer shall not make a deduction from wages of a worker employed by him unless—
 - (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or
 - (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.
- (2) In this section "relevant provision", in relation to a worker's contract, means a provision of the contract comprised—
 - (a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or
 - (b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.

101. Section 44(1A) ERA provides:

A worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his or her employer done on the ground that—

(a) in circumstances of danger which the worker reasonably believed to be serious and imminent and which he or she could not reasonably have been expected to avert, he or she left (or proposed to leave) or (while the danger persisted) refused to return to his or her place of work or any dangerous part of his or her place of work, or

(b) in circumstances of danger which the worker reasonably believed to be serious and imminent, he or she took (or proposed to take) appropriate steps to protect himself or herself or other persons from the danger.....

102. I was referred to the following cases: Commissioner of Police of Metropolis v Viridi [2009] EWCA Civ 477; Herry v Dudley Metropolitan Council UKEAT/0100/16; J v DLA Piper UK LLP UKEAT/0263/09; Durrani v London Borough of Ealing UKEAT/0454/12; Saad v Southampton University Hospitals NHS Trust UKEAT/0276/17; HM Prison Service v Ibimidun UKEAT/0408/07; Chief Constable of Greater Manchester Police v Bailey [2017] EWCA Civ 45; Ahmed v Amnesty International [2009] IRLR 884; Martin V Devonshires Solicitors UKEAT/0086/10; Shamoon v Chief Constable of the Royal Ulster Constabulary [2003] ICR 337; Warburton v Chief Constable of Nottinghamshire Police EA-2020-00376-AT; Richmond Pharmacology Ltd v Dhaliwal [2009] IRLR 336, EAT : Nagarajan v London Regional Transport [1999] UKHL 36; [2000] 1 AC 501; Igen Ltd v Wong [2005] EWCA Civ 142; [2005] IRLR 258; City of York Council v Grosset [2018] EWCA Civ 1105; Jessemey v Rowstock Ltd and another [2014] EWCA Civ 185; Hendricks v Commissioner of Police of the Metropolis [2002] EWCA Civ 1686; [2003] ICR 530; Rodgers v Leeds Laser Cutting Ltd [2022] EWCA Civ 1659; and Parekh v London Borough of Brent [2012] EWCA Civ 1630.

Submissions

103. Both parties provided written and oral submissions, and I have had regard to both in arriving at my conclusions, even where there is no specific reference to them.

Conclusions

Disability

104. The test for disability is set out in s.6 EQA and I determined if the impairments relied on had a substantial and long-term adverse effect on the Claimant's ability to carry out day to day activities. I had regard to the position at the material time only.

Hernia

105. There is no dispute that the Claimant was diagnosed with an inguinal hernia. However, the medical records are at odds with the Claimant's impact statement as they report limited pain at the material time. There is only one entry on 21 January 2022 which refers to pain. The next entry on 7 February 2024 reports

occasional pain which has eased.

106. The Claimant was not prescribed any pain relief, and he told the Respondent in the health questionnaire that it was a manageable condition. He did not tell the Respondent at any point that he was struggling to carry out his duties.
107. The Claimant says in his impact statement that the substantial adverse effect on his day-to-day activities was pain and discomfort affecting walking, standing and movement worsening over time. Furthermore, bending reaching and carrying objects became difficult requiring reliance on others and he was also suffering fatigue. However, there is simply nothing within the medical records to reflect this and I am satisfied that the hernia did not have this effect. Accordingly, I conclude that the Claimant was not a disabled person at the material time because the hernia did not have a substantial adverse effect on his ability to carry out day to day activities.

Anxiety, panic disorder and agoraphobia

108. There is no medical evidence at all to support the Claimant's assertion that he had these impairments at the material time. The GP records refer to these impairments after the termination of his contract but that is immaterial for the purposes of this claim.
109. Within his impact statement the Claimant talks about intensive therapy albeit he does not say when he had it. Regardless, he has provided no evidence of this either.
110. Notably, the Claimant relies on these impairments manifesting themselves in his behaviour at the meeting on 29 April 2024, yet his impact statement does not suggest that this is an effect.
111. I am satisfied that the Claimant was not suffering from anxiety, panic attacks and agoraphobia at the material time and therefore was not a disabled person because of them.

High blood pressure and cholesterol

112. I accept that the Claimant has high blood pressure and high cholesterol and takes daily medication for both. He says that the substantial adverse effects on his ability to carry out normal days to day activities in taking medication and making healthy lifestyle choices as well as managing stress and anxiety.
113. I have had regard to the guidance accompanying the EQA at B7 which provides:

"account should be taken of how far a person can reasonably be expected to modify his or her behaviour, for example by use of a coping or avoidance strategy, to prevent or reduce the effects of an impairment on normal day-to-day activities. In some instances, a coping or avoidance strategy might alter the effects of the impairment to the extent that they are no longer

substantial and the person would no longer meet the definition of disability”.

114. I agree with the Respondent’s assessment that taking medication and managing a healthy lifestyle does not amount to a substantial and adverse impact on the Claimant’s ability to carry out normal day-to-day activities.
115. The Claimant talks about the possibility of life-threatening complications absent medication but on the evidence before me these possibilities are hypothetical. The Claimant reports no side effects of the high cholesterol or blood pressure to his GP at any point either before or after starting medication which by its very nature is a preventative measure. Indeed, the high cholesterol was discovered in routine bloods tests rather than the Claimant being symptomatic.
116. Even considering the position without medication, the Claimant has advanced hypothetical effects yet failed to provide any evidence on the actual effects. As such, I conclude that the Claimant was not a disabled person because these impairments, with or without medication, did not have a substantial and long-term adverse effect on his ability to carry out day to day activities.
117. To conclude I am satisfied that the Claimant was not a disabled person at the material time by reason of any of the impairments and the impact statement lacked credibility and was inconsistent with the medical records.
118. Even if the Claimant was a disabled person, the treatment complained was unrelated with disability for the reasons I explain below.

Harassment

Nottingham Arts Theatre - the rumour

119. My Guy was told that the Claimant had been banned from the NAT for inappropriate behaviour. Whilst conscious it was a rumour it was not something he could ignore for safeguarding reasons. He contacted HR to seek advice about what steps to take without naming the Claimant and confirming that what he had heard was not first hand.
120. HR asked whether any issues had arisen at the recruitment stage and advised him to get more information, including from the Claimant himself. In response, Mr Guy explained that there was a very old fine listed on the Claimant’s application which had been explained and set out his next steps. Importantly, he said *“I’m mindful at present that this is a rumour and don’t want to spread it in case it is baseless, while ensuring that safeguarding of everyone on site is upheld”*. Mr Guy was dealing with the matter confidentially and respectfully. He was not linking the rumour to the Claimant’s spent conviction which was only mentioned in response to the question from HR about any issues arising on recruitment.
121. Mr Guy invited the Claimant to a meeting to discuss the matter and listened to what he had to say, noting that the Claimant seemed genuinely confused and

open to discussing the matter. The only thing the Claimant could think of was a run-in with a previous director. Mr Guy advised the Claimant that he would be contacting the NAT directly thus keeping him in the loop about his next steps. Mr Guy also asked the Claimant to send any relevant information to him about the run-in with the director.

122. Mr Guy contacted NAT and the individual he spoke to confirmed that the Claimant was banned because of inappropriate behaviour "*given his age*" which Mr Guy recorded in his note. Mr Guy asked for confirmation of this in writing which never materialised.
123. In the absence of anything in writing from NAT, Mr Guy ultimately concluded that there was '*an air of whispers*' about the rumour, most of it was untrue and the crux of the initial accusation was disproved. He told the Claimant in passing not to worry about their discussions and that was the end of the matter. No action was taken against the Claimant; he was still offered shifts and was given the additional role of Fire Warden. Indeed, the Claimant admitted in evidence that he had been treated fairly by Mr Guy at the time and that any reference to age came from NAT.
124. The Claimant alleges that "*although the rumour did not expressly refer to age, it carried an implication that, as an older man, the claimant might pose a safeguarding or behavioural risk. The claimant experienced this implication at the time as age-related and demeaning. Following a later subject access request in August 2024, it was discovered that the same rumour had in fact been recorded and circulated by others using the phrase "given his age", confirming that the perception had been age coded from the outset*". He says this was harassment related to age.
125. I am satisfied that Mr Guy was obliged to investigate the rumour but did so fairly and respectfully. He sought information from the Claimant directly and from NAT to form a balanced view and concluded in the Claimant's favour. Mr Guy himself made no reference to the Claimant's age and simply recorded what he had been told by NAT in his e-mail to HR on 19 June 2023. I do not accept that the Claimant experienced the implication as age related and demeaning because he gave evidence that he had been treated fairly. Furthermore, he had not seen Mr Guy's e-mail until his DSAR, and any perception that the Claimant had that he might pose a safeguarding or behavioural risk comes from his own thinking and not anything said or done by Mr Guy. As such, I am satisfied that there was no unwanted conduct on the part of Mr Guy and even if it was unwanted, it was not related to age. It was related to the fact that the rumour was brought to Mr Guy's attention, and he felt obliged to investigate given the possible safeguarding risk.
126. The Claimant also accuses Mr Guy of forming age related stereotypes about him which ran through his decision-making process thereafter. This allegation is baseless. Rather, I consider that the Claimant has retrospectively brought age into the equation after receiving a copy of the e-mail via the DSAR. There was no reason for the Claimant to consider that age was a factor at all, and I am satisfied that there was no unwanted conduct on Mr Guy's part.

127. The Claimant also complains that:

- *The Respondent allowed, tolerated or failed to prevent workplace gossip or innuendo concerning the claimant's interactions with younger colleagues. The persistence of such gossip, in the context of the unresolved June 2023 rumour caused the claimant ongoing distress and uncertainty as to whether those comments stemmed from the same age-related perception.*
- *In mid-December 2023, a colleague remarked in the Claimant's presence, "She's too young for you". Whether intended as banter or not, the comment occurred in the same environment of gossip and insinuation that had followed the June 2023 rumour and, given that background, had the effect of reinforcing the age-related implication that the Claimant's interactions with younger women were inappropriate or suspect.*
- *Reports or observations concerning the Claimant's proximity to younger colleagues or other activities passed to the Respondent's management (including Dave Guy) without investigation, discussion, or engagement with the Claimant.*

128. I have not made any findings of fact about the alleged rumours relied on by the Claimant because they are simply rumours. Moreover, Mr Guy had no knowledge of them, I do not find the Claimant's evidence on them credible in any event, and the Claimant's partner is too subjective. That said, the Claimant says in his witness statement that the comment about his partner being too young for him was not malicious or hostile and he took it in the vein of humour thus undermining any argument that such a comment amounted to harassment. In any event, it is difficult to understand how he links these alleged rumours to Mr Guy. The Claimant asserts that there was an ongoing theme of stereotyping, but I am satisfied that this assertion is made without any evidence to support it.

129. I am satisfied that the Claimant did not bring any alleged rumours to the Respondent's attention, including Mr Guy. I am also satisfied that any alleged rumours were in no way linked to the June 2023 rumour and that the Claimant has constructed a narrative which is not based in fact but rather retrospective speculation.

The CCTV incident – meeting on 29 April 2024

130. The Claimant makes the following complaints about the meeting:

- *That Mr Guy's e-mail, in context, conveyed or reinforced an implication that the claimant had misused CCTV for non-work related or voyeuristic purposes (harassment related to age and sex).*

- *That implication drew upon or perpetuated the same age and gender coded stereotypes that have developed since June 2023 (that, as an older man, the claimant posed an inappropriate or behavioural risk) (harassment related to age & sex)*
- *That Mr Guy formed an early judgement that he had used CCTV improperly for voyeuristic and inappropriate reasons (harassment related to sex).*
- *That Mr Guy made comments which strongly implied that the claimant's actions with CCTV footage were motivated by voyeuristic interests and that he made remarks that you can't show footage of nudity and private and intimate acts or we'll get in trouble with GDPR and kept circling back to those issues (harassment related to sex).*

131. I found as fact that the Claimant viewed the CCTV of the young women and played the clip to Mr. Brown making comments such as “*piss party*” having found Mr Brown's evidence credible. The Claimant said in his witness statement that he had said “*yeah, it's a right piss party*” but was not saying it lightly or approvingly and gave evidence that he had used the term because the password he had used with the taxi firm was “*pineapple party*”. I do find that explanation credible.
132. Mr. Brown brought the matter to Mr Guy's attention who in turn asked Mr Harvey to speak to the Claimant, reminding him not to show sensitive footage to a colleague. My Guy was not intending to issue any sanction, simply remind the Claimant of his obligations.
133. When Mr Guy sent out the e-mail on 25 April 2024, he had mistakenly understood that Mr Harvey had had that conversation. Regardless, I am satisfied that it was entirely appropriate for Mr Guy to issue the e-mail given what had happened. The e-mail itself was entirely neutral, did not identify the Claimant or the incident and simply referred to existing policy.
134. However, when Mr Harvey spoke to the Claimant about the incident and the contents of the CCTV, the Claimant says in his witness statement: “*the e-mail of 25 April came back to me: “CCTV. Work related purposes. Not to be shared.” In that instant I understood that the e-mail had been about me and began to grasp the unsavoury insinuation about what was being put to me*”.
135. The Claimant was furious at being spoken to and demanded to see Mr Guy. Mr Guy called him into his office, which was private, and the Claimant lost his temper and drew conclusions about Mr Guy's thought process without foundation. Mr Guy used wholly neutral terms to describe the CCTV footage, but it was the Claimant who sexualised matters and made references to being pervy and voyeuristic.
136. I am satisfied that there was no implication on Mr Guy's part and the Claimant has attributed that assumption to Mr Guy (without foundation) which he confirms in his witness statement at paragraph 228: “*there was an insinuation in it, one*

that I found offensive and degrading, that I had acted for what I described as pervy reasons or non-work-related reasons as he had put it and this had been arrived at before I had even been asked for an explanation. I said the only way he could have reached such a conclusion was “because I was a man” and there was talk of naked women”.

137. I am wholly satisfied that Mr Guy handled the meeting appropriately and the allegations relating to the meeting fails on the facts.
138. I am also satisfied that Mr Guy's e-mail reminding staff about their GDPR obligations was entirely neutral and did not convey or reinforce any alleged implication that the Claimant had misused CCTV for non-work related or voyeuristic purposes nor was there anything within it to *‘draw upon or perpetuate the same age and gender related rumours that had developed since 2023....’*.
139. There is nothing within the contents of the e-mail to link the Claimant's viewing of CCTV and the e-mail itself. The fact that it was sent before the Claimant was spoken to does not imply anything on Mr Guy's part. He had mistakenly understood Mr Harvey had spoken to the Claimant – there was no ulterior motive. It follows therefore that there can be no implication drawn upon to perpetuate any *‘age and gender coded stereotypes’* because there were none in the first place.
140. I am also satisfied that these matters were in no way related to sex. Mr Guy used the words nudity and intimate acts because that was what was in the CCTV footage. His use of words was not related to the Claimant's sex in any way at all.
141. The Claimant alleges that Mr Guy did not take steps to understand why he viewed the footage. However, Mr Guy's contemporaneous note clearly records the Claimant's explanation so clearly, he did listen and this allegation must fail on its facts.
142. For these reasons, the allegations of harassment related to age and sex fail.
143. For completeness, I address the Claimant's harassment related to disability allegations despite them failing because he was not disabled person at the material time. Even if he were disabled, I am satisfied that Mr Guy was correct to categorise the Claimant's behaviour as anger and was not in any way inappropriate when he referred to it in an e-mail as the Claimant having gone *‘ballistic’*. The conduct complained of was not unwanted because it was factual and even if it was unwanted, it was related to the Claimant's behaviour and not his disability.
144. I have found that the Claimant did not have a panic attack at the meeting so there was no onus on Mr Guy to offer support or follow up care. Indeed, the Claimant gave evidence that it was not obvious that he was having one – he said he was *‘not performing distress’* but was *‘self-regulating’* because he *‘didn't want to be seen as weak’*. He had to leave the meeting because he was on the verge of escalating to a panic attack. It is difficult to understand how he criticises Mr Guy for failure to offer support for a panic attack which he did not exhibit.

145. In any event, the Claimant's behaviour was fury at being challenged about his actions and did not arise out of any impairment, nor did the Claimant attempt to raise a grievance. Indeed, the Claimant gave evidence that he did not use the words grievance in the meeting. As such, these allegations would have failed on the facts.
146. There was no obligation on Mr Guy to change the venue from his private office to a neutral or familiar space. It was the Claimant who demanded the meeting and did not request to postpone or pause it. Furthermore, there was no need to reallocate the discussion to a neutral facilitator given it was the Claimant's demand. Again, these allegations would have failed on the facts.

Termination

147. Mr Guy was not going to issue any sanction against the Claimant on learning that he had viewed the CCTV footage. However, after the Claimant's behaviour in the meeting he contacted HR for advice, explaining that his conduct in the meeting *'was almost more of a question than the incident that started it all'*. After talking with HR, Mr Guy took the decision to terminate the Claimant's casual contract because of his aggressive behaviour in the meeting.
148. The Claimant complains that Mr Guy's failure to announce his departure allowed further gossip or speculation to persist about his conduct, in the context of earlier unresolved rumours: those rumours repeated or drew upon the same age-related or sexualised assumptions previously made about the Claimant; and the Respondent ought reasonably to have been aware that failing to provide clarity would foreseeably lead to speculation and reputational harm. He says this was harassment related to age.
149. There was no obligation on Mr Guy to announce the Claimant's departure and therefore no unwanted conduct. He was a casual worker, and the Claimant was unable to articulate what any such announcement should have said, and it is difficult to ponder what he thinks should have been said when his contract was terminated for misconduct. In any event, there were no unresolved rumours, nor has the Claimant explained with any credibility what speculation and reputational harm he has suffered.
150. Considering all the evidence, I am not satisfied at all that any conduct by Mr Guy, or the Respondent, was unwanted or in any way related to age or sex.

Direct age discrimination

151. The Claimant says that in June 2023, Mr Guy relied on an unverified rumour that the Claimant had been barred from NAT for inappropriate behaviour given his age. This allegation fails on its facts. Mr Guy investigated the rumour fairly but did not rely on it for anything.
152. The second and third allegations of unfavourable treatment are that Mr Guy used

the Claimant's spent conviction as support for that rumour and formed a view that the Claimant was a safeguarding risk and treated him as such without investigation. This allegation fails on its facts. Mr Guy raised the conviction in response to a question from HR but qualifies it by explaining that it was explained as a misunderstanding at the recruitment stage. I am satisfied that it did not form part of his thinking when investigating the rumour.

153. Mr Guy did not form the view that the Claimant was a risk because he discounted the June 2023 rumour after investigation. Indeed, the Claimant continued to be offered shifts and was also given the further position of Fire Warden. As such, there was no less favourable treatment.
154. The fourth allegation is that the Respondent *'interpreted the Claimant's behaviour through that same age-related lens, characterising him as aggressive, dishonest or otherwise inappropriate in manner or motivation because of that perception'*. This allegation is baseless and fails on the facts. There is no evidence of any perception of the Claimant relating to age or honesty. Mr Guy referred to the Claimant as aggressive in his personal note after the 29 April 2024 meeting because that was the behaviour displayed by the Claimant – it had nothing to do with his age. Accurately recorded the content of a meeting does not amount to less favourable treatment just because the Claimant disagrees with it (albeit the Claimant admitted that he raised his voice and swore in evidence).
155. The fifth allegation is that the Respondent relied on or repeated the same perception of the Claimant as a safeguarding or behavioural risk in its response to the claim. I am satisfied that the Respondent has defended the case based on the factual matrix alone and included the matters it did to properly defend serious allegations of discrimination. This does not amount to less favourable treatment nor was it done because of the Claimant's age but rather because he had raised allegations of discrimination.
156. The sixth allegation is that the Respondent further endorsed the alleged perception through the GDPR complaint and data breach responses. This allegation fails on its facts. The data team complied with its data obligations with no knowledge of the details of the claim or the factual matrix giving rise to it. Any delays in disclosure were because of the nature of the searches undertaken, human error and work pressures of the data team.
157. I am satisfied that age had no influence whatsoever on the treatment complained of. Any treatment was for the reasons identified in my findings of fact and not because of the Claimant's age. Again, I observe that the Claimant has retrospectively interpreted neutral management actions and conversations through the lens of age discrimination, more so after obtaining disclosure of internal communications. That interpretation is unsupported by the contemporaneous evidence and for these reasons, the claim of direct discrimination fails and is dismissed.

Victimisation

Protected acts

158. The Claimant relies on nine protected acts.

Protected acts 1 and 2

159. The Claimant says that he told Mr Guy that his alleged insinuations were offensive on 29 April 2024, but I have found as fact that that he did not say that he wanted to raise a grievance. His anger at the meeting and asking Mr Guy ‘*is it because I am a man?*’ does not amount to a protected act.

Protected act 3, 3A and 4

160. The Claimant says that his attempt to raise a grievance with Operations Director on 13 June 2024 was a protected act. The attempt itself is not a protected act because it a request for a procedure rather than anything done in relation to the EQA. Rather, it is the content of the grievance which is important.
161. On balance, I do not consider that the grievance amounted to a protected act. The grievance was raised because the Claimant alleged that the Respondent had ‘*omitted to recognise its statutory duties germane to my health and safety at work*’ and refers to the Health and Safety at Work Act 1974. In terms of the EQA, he asked for a reasonable adjustments ‘*review*’ and says one could have been triggered without explicitly saying what the Respondent should have done. Even if the grievance did amount to a protected act, it matters not given my conclusions below.

Protected act 5

162. The Claimant relies on his appeal against termination but there is no allegation of any contravention of the EQA. The Claimant simply refers to section numbers of the EQA without any context. It is not for the Respondent to infer a complaint under the EQA when it is not explicitly raised. As such, the appeal does not amount to doing any other thing for the purpose of or in connection with the EQA.

Protected acts 6, 7, 8 & 9

163. The Claimant relies on contacting ACAS on which may well amount to a protected act on the assumption that he raised his discrimination complaints.
164. He also relies on his DSARs to the Respondent and the NAT. These are not protected acts because they are done in connection with his data rights and not the Equality Act.
165. Finally, the Claimant relies on his submission of this claim which is clearly a protected act. However, he has withdrawn all allegations of detriment post-dating it, so it has no purpose within this claim.

Detriments

166. I summarise the detriments for the purpose of this judgment but have had regard to full description set out in the Claimant's appendix to the list of issues.
167. Detriments 1 – 10 focus on the Claimant's allegations about Mr Guy's behaviour in the meeting on 29 April 2024. In short, he says that Mr Guy was hostile or obstructive, interrogatory, made offensive insinuations, refused to acknowledge distress, failed to adjourn the meeting, ignored his complaint and *'reinforced and cemented the pretext that was later used to justify [the claimant's] termination, ensuring that the unfair treatment would not be rectified'*.
168. I have found that Mr Guy was calm, measured and addressed the CCTV footage in neutral terms. He did not make any assumptions about the Claimant's age or sex and there was no need for him to adjourn the meeting because the Claimant was displaying anger, not distress as he now alleges. It was the Claimant who was obstructive, rude and aggressive. Given that that I have also found that the Claimant did not raise any grievance at the meeting, any alleged detriments cannot be linked to a protected act. Even if I assume in the Claimant's favour and he did do protected acts, the detriments fail on the facts in any event.
169. Detriments 11 – 14 are the Claimant's termination, exclusion from systems and communications, and being required to hand his key and pass over at the Stage Door *'implying misconduct'*. These complaints arose on 29 April 2024. Again, the Claimant had not done a protected act at this point so any detriment cannot be because of it. As above, even if I assume in the Claimant's favour, any detriment arose from the Claimant's behaviour on 29 April 2024 and was not in any way influenced by those acts.
170. Detriments 15 – 24 are the Respondent's refusal to hear his grievance, denial of grievance rights, a delay of three days before the Operations Director responded to his e-mail, ignoring his appeal, a coordinated HR and management strategy not to deal with the grievance, attempting to *'run down time limits'* and a failure to consider reasonable adjustments.
171. The reason why the Respondent did not hear the Claimant's grievance and appeal dated 13 June 2024 was because the policies did not apply to casual workers, not because of any protected act. There was no substantial delay because the Venue Director told him in clear terms on 19 June 2024 that the policies did not apply but he could raise any concerns under the *'Have your Say'* process. The Claimant failed to do this denying himself the opportunity to have his complaints addressed.
172. For these reasons, the claim of victimisation fails.

Discrimination arising from disability

173. The claim fails because I have found that the Claimant was not a disabled person at the material time. However, even if he were disabled the claims would have failed.

174. The Claimant says that the '*something arising*' was a panic attack, fatigue and exhaustion and cognitive impairment. I have found as fact that the Claimant did not have a panic attack and the Claimant's own evidence was that he was not performing distress and had to leave the meeting because he was '*on the verge of escalation*' of a panic attack.
175. The allegations of unfavourable treatment arising out of the 29 April 2024 meeting are: Mr Guy characterising the Claimant's behaviour as anger and insubordination when he attempted to raise a grievance, Mr Guy failing to acknowledge the Claimant's visible distress, Mr Guy failing to offer support or follow up care after the Claimant experienced a panic attack, referring to the Claimant as having gone ballistic in an e-mail to human resources on one May 2024 and terminating the Claimant's casual worker agreement on the basis of his conduct during that meeting.
176. As in the harassment claim, Mr Guy quite properly characterised the Claimant's behaviour as anger and as him going '*ballistic*' so this is not unfavourable treatment. The Claimant was not visibly distressed, nor did he not suffer a panic attack, so these allegations fail on the facts. Mr Guy's decision to terminate the Claimant's contract was because of his conduct in the meeting and not because of anything arising in consequence of his impairments.
177. For these reasons, the claim would have failed in any event.

Failure to make reasonable adjustments

178. The claim fails because I have found that the Claimant was not a disabled person at the material time. However, even if he were disabled the claims would have failed.
179. The PCP relied on is "*to hold an investigative meeting on 29/04/24 in the Claimant's line manager's office rather than by the Stage Door*".
180. I am satisfied that this does not amount to a PCP because it was a one-off event that was not applied to anyone else. Furthermore, Mr Guy was not proposing to investigate the incident at all. He simply asked Mr Harvey to have a word with the Claimant about it to make sure he did not do it again. It was not Mr Guy who instigated the meeting, it was the Claimant who demanded it, so I conclude that the PCP is misconceived in any event.

Health and safety detriment

181. This claim is misconceived. The Claimant alleges that when Mr Harvey spoke to him about the CCTV incident it became clear to him that Mr Guy's e-mail on 25 April 2024 was regarding this allegation, and he believed that Mr Guy was '*a danger to his health*'. This and the cumulative stress resulted in a panic attack during which the Claimant felt that he was going to die. He says this amounted to circumstances of danger which he reasonably believed to be serious and

imminent and could not reasonably be able to divert.

182. The Claimant has not established circumstances of danger within the meaning of section 44 ERA. His case is essentially that he experienced significant anxiety during events at work. Even accepting that he genuinely felt distressed, that does not establish circumstances of danger which he reasonably believed to be serious and imminent for the purposes of the statutory provision.
183. I have found as fact that the Claimant did not have a panic attack and he gave inconsistent evidence about it in any event – on one occasion he said it was before the meeting with Mr Guy and on another occasion afterwards. Neither Mr Harvey nor My Guy witnessed a panic attack, they only saw the Claimant react in anger. After the meeting, the Claimant was able to complete his shift.
184. Regardless, the legislation is not designed to protect what is, in this case, an emotional reaction by the Claimant on realising he might be in trouble.

Unauthorised deductions from wages

185. The Claimant claims for thirty minutes he says he worked on 29 April 2024 but was not paid for. His was scheduled to work until 10pm but did not leave until 10.30pm. However, he relies on a text message to his partner timed at 10.22pm within which he says he was on the tram to get home thus inconsistent with his pleaded case. On seeking support from a colleague, they said he left work at 11pm which is further inconsistent. At best, he can only be entitled to a further 15 minutes on the assumption that the tram arrived on leaving the building given the timing of his text.
186. The burden of proof is on the Claimant to prove the deduction. He has given inconsistent evidence contrary to the pleaded case so has failed to prove the additional hours worked.
187. Alternatively, the Respondent has overpaid the Claimant by paying him for a shift on 2 May 2023 he did not work so any shortfall is eliminated by that. As such, the claim fails.

Approved by:
Employment Judge Victoria Butler

Date: 26 July 2026

JUDGMENT SENT TO THE PARTIES ON

27 July 2026

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FOR THE TRIBUNAL OFFICE

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