



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No. 8001277/2025

**Final Hearing held in Dundee on 7, 8, 9 May 2026 and deliberation in chambers
on 28 May 2026**

**Employment Judge R Phillips
Tribunal Member J McCullagh
Tribunal Member S Larkin**

Ms Y Zhu

**Claimant
In person**

St Andrews Bay Development Limited

**Respondent
Represented by:
Mr B Duncan,
Solicitor**

JUDGMENT

The unanimous judgment of the Tribunal is that the respondent did not:

1. directly discriminate against the claimant contrary to ss13 and 39(2)(c) or (d) of the Equality Act 2010; or
2. victimise the claimant contrary to ss27 and 39(2)(c) or (d) of the Equality Act 2010,
3. unfairly dismissal the claimant (that complaint having been withdrawn on 25 August 2025)

and, accordingly, the claim is dismissed.

REASONS

Introduction

1. The claimant presented claims of direct race discrimination and victimisation against the respondent arising primarily from her probationary dismissal but

also events prior to and immediately following that dismissal. The claimant is a Chinese national and of Chinese ethnicity. The respondent resisted the claims.

2. Preliminary hearings for case management took place on 21 July 2025 before Employment Judge Murphy and on 18 November 2025 before Employment Judge L Doherty.
3. The case called for a final hearing on 7-9 May 2026.
4. A joint bundle had been lodged (consisting of 218 pages) and a supplementary bundle (consisting of 27 pages).
5. At the start of the final hearing, there were a number of preliminary issues still to be determined: (a) although a joint bundle had been lodged, the claimant stated that she had not received a paper copy prior to arriving at the Dundee Employment Tribunal on 7 May and she requested a further 30 minutes to review the bundles; and (b) the claimant also requested permission to add four further documents to the bundles, namely two pages of WhatsApp messages, 17 pages of a meeting transcript allegedly on 17 January 2025, 20 pages of a meeting transcript allegedly on 19 February 2025 and an extract from a LinkedIn profile. The respondent initially opposed the addition of the transcripts due to the lateness of the application and the fact that the recordings of meetings (made covertly by the claimant) had not been shared with the respondent before the final hearing despite email requests and the accuracy of the transcripts could not be accepted. The Tribunal directed the claimant to provide the recordings to the respondent's solicitor during the adjournment in order that the respondent could check the accuracy of the transcripts. After a short adjournment, the claimant confirmed that she had reviewed the bundles, accepted that they contained all the documents which she intended to rely on and was prepared to proceed. The claimant confirmed that she had also sent the audio recordings to the respondent. The Tribunal confirmed that it had provisionally accepted the claimant's four additional documents and added them to the supplementary bundle at page 28-29, 30-47, 48-68 and 69 respectively, subject to the respondent's further representations to be made at 10.00 on 8 May about whether the transcripts should be included in the bundle (i.e. after they had an opportunity to consider the accuracy of the transcripts and take instructions). At 10.00 on 8 May, the respondent did not insist upon its objection to the lodging of the transcripts, and they were added to the Supplementary Bundle on the provisionally allocated page numbers.

Evidence

6. The claimant gave evidence orally on her own behalf at the final hearing.
7. The respondent led evidence from:

- (i) Mrs Carol-Ann Hibbert (**C-AH**), formerly Director of Talent & Culture at the respondent; and
- (ii) Mr Kai Winkler (**KW**), formerly General Manager of the respondent.

8. Other individuals referenced in this Judgment are:

- (i) Alanah Herd (**AH**), Recruitment & Onboarding Officer; and
- (ii) Lauren Ryan (**LR**), Learning & Development Manager at the respondent.

Issues to be determined

9. A Case Summary and List of Issues were stated by Judge Murphy at paras 11-38 of the CMPH Note, after allowing a further claim of victimisation by amendment (with issues of time bar expressly reserved to the final hearing). At the final hearing, the parties confirmed that issues 11-37 were unchanged and they are attached (with different numbering) at Appendix A to this decision. Per Issue 38 of Judge Murphy's CMPH Note, a claim of unfair dismissal was withdrawn by the claimant on 5 August 2025 due to the claimant's short service and is hereby dismissed.

Findings in Fact

- 10. This Judgment does not seek to address every point about which the parties have disagreed. It only deals with the points which are relevant to the issues which the Tribunal must consider deciding if the claim succeeds or fails. If a particular point is not mentioned, it does not mean that it has been overlooked, it simply means that it is not relevant to the issues to be determined. The relevant facts, which the Tribunal found to be admitted or proven, are set out below.
- 11. Accor operates the Fairmont St Andrews, Scotland on behalf of the Hotel Owner. The respondent is St Andrews Bay Development Limited, and it is the employer of approximately 420 staff working at the Fairmont St Andrews.
- 12. The respondent operates relevant policies applicable to employees, including the following:
 - (i) **Probationary Work Period.** This policy is found in the Company Handbook: Joint Bundle, page 90. The probationary period of 13 weeks, extendible at the hotel's discretion, "allows us to see if we are 'right for each other' ... Fairmont St Andrews has the opportunity to make an initial assessment of whether you have the right skills and talents for your position. During this period, you will be provided with the necessary training and encouragement to fulfil the requirements of your position. All new employees are engaged subject to successfully completing a probationary period, which normally lasts for 13 weeks".

There was a new practice, not referred to in the Probationary Work Period policy, of completing template forms before the probationary review meeting and using those forms in the probationary review meeting. This policy was introduced to the Fairmont St Andrews by the Talent & Culture team, led by C-AH, at an unknown date but applied during the claimant's probationary period and on 10 December 2024 and 21 February 2025.

- (ii) **Colleague Handbook**, which consisted of 74 pages, and included the following policies: (a) Discrimination & Harassment Prevention, (b) Open Door / Assurance of Fair Treatment Policy, (c) Disciplinary / Capability Procedures (including right of appeal), and (d) Grievance Policy.
- 13. The claimant was interviewed online and in-person by C-AH in or around June and July 2024 for the position of Training, Development & Quality Manager at the Fairmont St Andrews. The role of Training, Development & Quality Manager was a supernumerary position at the Fairmont St Andrews and a new role within the Talent & Culture team. The business rationale for creating this position was the need to raise the bar in quality and guest experience by delivering more training throughout the Fairmont St Andrews. During the interviews, C-AH explained that orientation training was delivered currently by AH, as resourcing and onboarding officer. C-AH said to the claimant that AH liked delivering this training and she hoped the claimant would not take this from AH. AH's job description stated that AH was required to deliver this training. After the start of the claimant's employment when this issue arose again, C-AH repeated her request that the claimant not take this from AH and added that the claimant could also learn the orientation training to deliver it in AH's absence.
- 14. At the time of the interviews with C-AH, the claimant had the following qualifications, skills and experience:
 - (i) The claimant has BA in Communication Skills in Human Resources Development (from Burapha University, Thailand) and an MSc in Psychology for Mental Health (from Edinburgh University, which was to be awarded in August 2024).
 - (ii) Additional qualifications included Gentle Trainer Certification II (awarded by Club Med Regional in 2023), Gentle Trainer Certification (awarded by Club Med Regional in 2021), Accor's Trainer Pro Certification (in 2020) and Train the Trainer Certification (received from Accor in 2018).
 - (iii) For the 10 years prior to her appointment by the respondent, the claimant worked in training and learning and development roles within HR teams in hotels of a similar size to the respondent. The claimant

had significant, previous relevant professional experience: (i) between March 2021 and May 2023, she worked as a Training Manager, Club Med, Great China Reginal; between March 2020 and 2021, she worked as a Learning & Development Manager at the Gallery Mile Accor; in 2019, the claimant worked in a 5 star hotel in China as a recruitment manager; between May 2017 and December 2018, the claimant worked as an Assistant Recruitment Manager for the Fairmont Fujairah Beach Resort, Accor, UAE; and between August 2016 and April 2017, the claimant work as a Learning & Development Executive in Bab Al Qasr, Luxury Collection, Millenium – Abu Dhabi, UAE.

It was accepted that the claimant had the required qualifications, skills and experience for the Training, Development & Quality Manager role.

15. The claimant's employment started on 12 September 2024. The claimant signed a conditional letter of employment on 12 September 2024, which, together with the Code of Ethics, was the claimant's employment contract. At clause 3.4 of the employment contract states:

"You acknowledge that you will initially be employed for a probationary period of three months (your "Probationary Period") during which time your suitability and performance for continued employment with the Hotel will be evaluated. The Hotel may in its sole discretion extend your Probationary Period for such further period as it deems appropriate. During your Probationary Period or any extension thereof either you or the Hotel may terminate your employment in writing by providing one (1) week's written notice except in circumstances where the Hotel is entitled to dismiss you without notice or pay in lieu of notice for an act of gross misconduct. The Hotel reserves the right to pay in lieu of notice given during the Probationary Period."

16. The claimant signed and dated a job description for her role as Training, Development & Quality Manager. Reporting to C-AH as Director of Talent and Culture, the overall job purpose of the claimant's role was:

"A key member of the Talent & Culture Team, The Training, Development and Quality Manager will be responsible for the development of all levels of Colleagues in creating a culture committed to "Turning Moments into Memories for our Guests".
In collaboration with the Director of Talent & Culture, the creation, implementation and facilitation of Fairmont St Andrews training strategy.
To create an energetic and exciting learning environment across the hotel while ensuring we work towards improving knowledge; skills and behaviours that are needed to drive business results.

To lead, develop and coach all levels of Colleagues to realise both personal and organizational goals.”

The claimant's job description also required her to "facilitate and ensure all new colleagues complete all orientation programmes satisfactorily". The claimant's role was as a manager, not a trainer.

17. The Talent and Culture team at the respondent consisted of C-AH, Talent & Culture Director, AH, Resourcing and Onboarding Officer and Cathy White, HR Adviser. Delivering orientation training formed part of AH's established responsibilities, her job description and was consistent with her role as Resourcing and Onboarding Officer and her job description.
18. The claimant attended orientation training for the Fairmont St Andrews delivered by AH on 16 September 2024. After the training, C-AH asked the claimant how it was. The claimant considered that the orientation training was not brand standard, some topics were not mentioned in the training that should have been and there were some discrepancies with the brand and standard. When the claimant asked C-AH what she thought of the orientation training, C-AH said that she had never observed it or attended it.
19. On 17 September 2024, C-AH sent an email to the leadership team at the Fairmont St Andrews to introduce the claimant in her new role as Training, Development and Quality Manager.
20. In response to this email, KW emailed the claimant and C-AH later that day to ask them to ensure to implement the tracking of training hours of the claimant, departmental on-the-job training hours and monthly reporting on these training hours. Within 24 hours, the claimant gave an assurance by email to share monthly training reports at the end of each month.
21. There was a Talent & Culture Team WhatsApp group entitled "T&C girls 😊". That group was created on 21 March 2024 by C-AH. Having started on 12 September 2024, the claimant was not added to the group until 16 November 2024. Before the claimant was added to the group, participants in the WhatsApp group were the other members of the Talent & Culture Team, namely C-AH, Alanah Herd and Cathy White. When adding the claimant to the group, C-AH explained "I keep forgetting!".
22. On 4 December 2024, KW followed up by asking for an update on the training hours reporting. Within 90 minutes, the claimant emailed KW with the monthly training hour report.
23. On 5 December 2024, C-AH emailed the claimant asking her to complete HR data reporting for head office concerning Training hours. The data for July, August, September, October, November 2024 was required by 14 December

2024. The claimant acknowledged this request and agreed to have it ready before Monday 9 December 2024.

24. On 6 December 2024, the claimant received a Welcome email concerning the Brand & Culture Training Program being delivered between 28-30 January 2025 in the Savoy Hotel, London. C-AH and AH were also included in that welcome email. Follow-up emails were issued on 22 December 2024 to the participants.
25. On 9 December 2024, KW provided feedback by email to the claimant and C-AH that the training hours reported were too low and did not include departmental training, on-the-job training or quality training either. KW asked the claimant and C-AH why this was not in focus?
26. On 10 December 2024, the claimant met with C-AH to review her probationary period. In preparation for this probationary review meeting, the claimant completed a template probationary review form. At this meeting, C-AH explained that the role had not progressed as C-AH had hoped. In particular, there was slow progress on certain tasks (including implementation of a buddy system, a job tack checklist and no LQA audits had been carried out). C-AH raised these points with the claimant. The claimant agreed that she had not made progress. In addition, the claimant's engagement with the leadership team (consisting of KW, Fergus McDevitt as Hotel Manager) and the various Heads of Departments) and the Talent & Culture team was not evident or making much progress. C-AH explained that she had received informal feedback some leaders within the respondent that the claimant was not very visible in the departments that they oversaw and they expected to see much more engagement. For these reasons, the decision had been taken to extend the claimant's probationary period. Although a template probation review process existed, C-AH did not utilise the full probation review process in conducting the claimant's probation review. The claimant completed a probation review form in advance of the meeting. The respondent did not retain a completed copy of that form
27. On 12 December 2024, the respondent confirmed in writing its decision to extend the claimant's probationary period by 3 months, to 12 March 2025. The respondent explained that:

“some areas for improvement would be-

- Implement New Hire checklist for new hires in every department, initially focusing on the operational teams
- Implement buddy system and meet with buddies regularly
- Drive FLOW and ensure compliance training is completed
- Engage with leaders and drive on-the-job training
- Deliver quality / LQA training to the teams

- More engagement with the T&C team.

The probationary period allows both parties the ability to assess the overall job fit of the colleague and the work place”

28. On 16 December 2024, C-AH emailed the claimant with written confirmation of extension of the probationary period. C-AH commented that “as mentioned, this was not an easy decision to make and I know it is not nice to hear, however, I believe we can move forward and get the position to where it needs to be”: page 181, Joint Bundle. The claimant did not challenge the decision to extend her probationary period at the time, did not appeal the decision or raise a grievance.
29. On 15 January 2025, the claimant was notified by Alex Law, H&S Manager at the Fairmont St Andrews that he could not attend a Zoom call arranged with a police officer for the next day. In email reply, the claimant said: “Stepping back at the last minute and leaving me to handle these discussions and make decisions in an area where your expertise is essential is neither responsible nor professional, especially as I do not have full insight into the targets you aim to achieve or the outcomes you wish to pursue.” This resulted in a heated verbal disagreement between Mr Law and the claimant in the Talent & Culture room where both Mr Law and the claimant had raised their voices and which was witnessed by colleagues in the Talent & Culture team.
30. On 17 January 2025, the claimant asked to have a conversation with C-AH, which C-AH agreed to. The claimant recorded an hour and 8 minutes of this conversation covertly. She did not tell C-AH that she was creating an audio recording or seek her permission. A transcript of this audio file was agreed and lodged in the Supplementary Bundle: pages 30-47. In summary, the claimant's suitability for the Training, Development & Quality Manager role, workplace engagement, feedback received from colleagues, support during the probation period, and future development were discussed. In particular, the following was said:
 - (i) C-AH stated that although the claimant possessed the qualifications and experience required for the role, she remained uncertain whether the claimant was the right fit for what the hotel and organisation required at that time. C-AH expressed difficulty articulating the concern precisely but referred repeatedly to issues of "fit", engagement, and personality rather than technical competence. C-AH described her expectation that a Training Manager should be highly visible, engaging, enthusiastic, motivating and proactive in interacting with employees. C-AH suggested that the claimant was more reserved and tended to keep to herself. The claimant questioned these subjective expectations and asked how such criteria could be assessed if they were not clearly defined in the role requirements. She also challenged

whether traits such as being "bubbly" or sociable should be treated as requirements for the role.

- (ii) C-AH explained that concerns were not based solely on her own observations but also on feedback received from other managers and employees. Although she declined to disclose the identities of those who had provided feedback, C-AH stated that three individuals gave feedback from a mental health training session that the claimant appeared disengaged, spent time on her phone, did not contribute much to discussions, and did not answer some questions that were directed to HR or training, resulting in another colleague stepping in. The claimant questioned how the validity of such feedback had been assessed and argued that constructive feedback should be supported by specific examples and evidence.
- (iii) C-AH and the claimant discussed concerns regarding the claimant's delivery of training sessions, particularly an example in which a training session had overrun, and attendees had left before the session concluded. C-AH stated that attendees appeared disengaged and that the session lacked sufficient control and direction. The claimant accepted that some training sessions had run longer than planned but explained that the materials had been developed from scratch and that some flexibility was necessary during the initial delivery and testing phase.
- (iv) C-AH stated that the claimant's probation had been extended because she wanted to give the role and the employment relationship more time to develop. She said that if she had not wished to do so, employment could have ended at the original probation review in December. Throughout the conversation, C-AH emphasised that the issue was not the claimant's qualifications or competence but whether she was the right person for the organisation's needs and culture at that time. She referred to situations where employees had not passed probation because they had not fit with the team dynamic.
- (v) The claimant asserted that she had not received the support that had been promised in the probation extension letter. She pointed to achievements such as increasing completion rates for mandatory food allergy and food safety training to approximately 90% and stated that these results had largely been achieved without managerial assistance. C-AH responded that support was available, but it required the claimant to identify specific areas where assistance was needed. She referred to occasions where she had intervened or escalated matters when requested. C-AH and the claimant discussed difficulties obtaining cooperation from departments regarding training attendance

and compliance. The claimant stated that she had repeatedly requested stronger management backing and policies to enforce mandatory training requirements.

- (vi) The claimant raised concerns about a disagreement involving a colleague, Mr Law two days earlier. She stated that she felt unsupported by C-AH during that incident and believed that Mr Law's actions had been excused while her own efforts to resolve the situation had gone unrecognised. C-AH responded that she had discussed the matter separately with Alex, had challenged aspects of his conduct, and did support the claimant. However, she noted that both parties had become heated during the disagreement.
- (vii) The claimant told C-AH that the probation process and associated criticism had affected her significantly. The claimant stated that she had become depressed, had sought counselling in December, and felt that her confidence and self-esteem had been damaged. She said that repeated feedback regarding her engagement and personality had made it difficult to remain motivated and positive at work. C-AH expressed that it was not her intention to upset or hurt the claimant and stated that she wanted team members to be happy and successful at work.
- (viii) A substantial part of the discussion concerned the claimant's level of interaction with colleagues. C-AH stated that she perceived the claimant as detached from informal office conversations and team interactions, which contributed to a feeling that the team was not fully relaxed or connected. The claimant explained that she was naturally more reserved, that cultural differences and language nuances sometimes affected her participation in casual conversation, and that she often felt uncomfortable forcing herself to engage in discussions.

The claimant explained the issue in part by saying:

"my personality, and it was probably a bit of a culture kind of a thing, because you guys have the same banter, probably, I don't understand some of it because I've not grown up in the same way you probably did, in the culture, like German kind of a joke, or British kind of a joke."

She also stated that she believed efforts to participate were sometimes ignored or not reciprocated. The parties discussed differing approaches to communication, emotional expression, and workplace relationships.

- (ix) C-AH disclosed that Debbie Cross, Head of HR at Corporate Head office, had previously expressed concerns after meeting the claimant at the start of her employment at a work-related dinner. According to C-AH, Debbie considered the claimant more reserved and less engaged than she would have expected from a Training Manager. The claimant questioned whether those observations were necessarily negative and highlighted her professional credentials, including certification as an Accor trainer. She argued that differing styles did not necessarily indicate poor performance. The parties then discussed whether the claimant should attend an upcoming Savoy training event. C-AH said, "I don't know if it's the best idea at the moment that you come [to the Savoy training] because the way things are feeling just now". C-AH also explained that a Jennifer, Debbie and Nils from the corporate office would be attending the Savoy event and expressed reservations about attending. C-AH was concerned that attendance at the Savoy training while probation concerns remained unresolved could draw unhelpful attention to the claimant from senior corporate stakeholders as they have made comments previously about the claimant. C-AH also asked the claimant if she was excited to go? The claimant responded that the training was highly related to her to her responsibilities as Training Development & Quality Manager and that she felt she had to go. The claimant was concerned about how it would appear if she did not attend. C-AH explained that she would think about it over the weekend and no final decision was reached during the meeting.
31. By 21 January 2025, the claimant was informed by email that flights had been booked for her, C-AH and AH to attend the Brand & Culture training at the Savoy. Between 28-30 January 2025, the claimant, C-AH, AH and KW attended the Savoy for the Brand & Culture training. KW's feedback on the claimant's performance at the Savoy training was that claimant was super active and communicative in a way he had not seen in the hotel. KW described the claimant as a completely different person. She was very commercially focussed. KW formed that view that the claimant could perform in an offsite setting but was not performing onsite.
32. On 19 February 2025, there was a further catch up between C-AH and claimant. The claimant recorded an hour and 12 minutes of this conversation covertly. She did not tell C-AH that she was creating an audio recording or seek her permission. A transcript of this audio file was agreed and lodged in the Supplementary Bundle: pages 48-68. In summary, the one-to-one discussions covered training initiatives, role expectations, workplace relationships, and organisational support. In particular, the following was said:

- (i) LQA Training Programme: a substantial part of the discussion concerned preparation for upcoming LQA (Leading Quality Assurance) assessments. The claimant explained that departmental managers were being asked to identify trainable LQA standards, incorporate them into daily briefings, and conduct assessments of staff learning. The claimant's role was described as facilitating, monitoring, spot-checking departmental training, and potentially undertaking audit activities. Concerns were raised about operational departments being below expected standards and the need for improved compliance.
- (ii) Train-the-Trainer Initiative: The parties discussed plans to appoint departmental trainers and implement a train-the-trainer programme. C-AH expressed concern that progress had been slow and that there had been insufficient engagement with nominated trainers. The discussion covered responsibilities of departmental trainers, including supporting new starters, conducting on-the-job training, and acting as departmental training contacts. There was agreement that communication with departmental trainers should be improved and expectations clarified.
- (iii) New Hire Checklists and Onboarding: a significant topic was the creation of departmental new hire checklists. C-AH expressed frustration that departments had not yet produced completed onboarding checklists despite repeated requests. The claimant stated that templates, reminders, and guidance had been provided over several months and that departments were aware of the requirement. The discussion explored reasons for non-compliance, including competing operational priorities and the absence of consequences for failure to complete the documentation.
- (iv) Training Policies and Probation: C-AH and the claimant discussed whether mandatory training requirements should be linked to employees' probation periods. The claimant suggested that compliance might improve if there were formal consequences for failing to complete required training or onboarding documentation. Both C-AH and the claimant discussed the possibility of developing policies to strengthen accountability and presenting proposals to the executive team.
- (v) Sufficiency of Work and Full-Time Nature of Role: a lengthy discussion addressed whether the Training Development & Quality Manager role required a full-time employee. The claimant stated that, based on her experience in the role, there was insufficient work to justify a full-time position, particularly given limited training materials and a relatively small workforce. C-AH explored the possibility that the role might need

to be reviewed and potentially reduced in hours, though no decision was made. Both acknowledged that the role was relatively new and lacked historical benchmarks within the organisation.

- (vi) Lack of Training Resources: the claimant explained that many training materials had been created or adapted by her because corporate resources were unavailable. Both speakers discussed the absence of comprehensive training packages from the wider organisation and the difficulties this created in delivering a structured training programme.
- (vii) Workplace Relationships and Team Dynamics: a substantial portion of the meeting concerned interpersonal issues within the Talent & Culture office.

The claimant also stated:

"It's a social part. I understand your concern, your purpose to make me more engaging, more sociable, more bubbly, and have a bit banter with the team."

The claimant stated that the office environment felt increasingly "not inclusive" and described feeling excluded, uncomfortable, and discouraged from engagement. C-AH asked for examples and sought to understand the causes of tension within the team. The examples provided by the claimant were a number of months old and were not raised by the claimant at the time.

- (viii) Allegations regarding interaction with AH: the claimant raised concerns about interactions with AH. The concerns included allegations that:
 - AH was dismissive and rarely engaged in conversation;
 - AH mocked or embarrassed the claimant in front of others;
 - offers of assistance from the claimant were routinely rejected;
 - AH spoke over the claimant during meetings and training sessions;
 - AH attempted to prove the claimant wrong in front of others; and
 - trust had been damaged by conduct perceived as occurring behind the claimant's back.

Specific examples were discussed, including incidents which had occurred a number of months prior at a Heartist meeting, a town hall presentation, discussions during training sessions, IT-related matters, and administration of a shared document. C-AH allowed the claimant to explain her concerns at length. The claimant said: "it was not a huge deal for me so I did not mention anything", "it's not a big thing so I did not bring it up at that moment" and "I thought, 'Okay it doesn't matter'" in response to issues with AH that the claimant was complaining about.

C-AH discussed alternative explanations for the behaviours, noted that the colleague had also raised concerns about the relationship with the claimant, and emphasised the need for the team to function effectively together. C-AH acknowledged observing tension within the office but stated that they had not directly witnessed most of the incidents described. C-AH thanked the claimant for raising the matters and discussed possible ways of moving forward. The discussion focused on how the relationship could be improved, the importance of mutual engagement, respect, and communication, and the need to create a comfortable working environment for all members of the team. The claimant did not indicate that she wished matters to be investigated formally, did not state that she was raising a grievance and did not request any particular investigatory action.

- (ix) Future Training Plans and Organisational Support: the meeting concluded with discussion about future projects, including rollout of brand and culture training following a recent London trip. The claimant sought greater clarity regarding the longer-term training strategy and expressed a need for stronger support from senior leadership, particularly operational management. C-AH acknowledged those concerns and agreed that further discussions would be required. A follow-up meeting was proposed for the following week.

During the meeting, C-AH had a feeling and asked the claimant whether she was covertly recording her. The claimant said no. That was not a truthful answer.

- 33. C-AH decided about the claimant's probation after the meeting on 19 February 2025. C-AH consulted KW but the decision to end the claimant's employment was C-AH's.
- 34. On Friday 21 February 2025 at 16.30, C-AH called the claimant into her office and gave her the dismissal letter – C-AH said that she was “sorry that things did not work out”. No other reasons were given by C-AH at this meeting. The claimant asked about the workshops being arranged for the next week and C-AH told the claimant not to worry about it. The claimant said she would appeal. C-AH explained that the appeal should come to her as Talent & Culture Director and she would forward it on to the General Manager, KW. The claimant did not lodge an appeal with C-AH.
- 35. The claimant's employment ended on 21 February 2025 before the end of the extended probationary period. The respondent explained its position in writing on page 153, Joint Bundle, as:

“The probationary period allows both parties the ability to assess the overall job fit of the colleague and the work place. On this occasion and after careful

assessment of your suitability, it is with regret that we have to take this decision.”

36. C-AH explained in her evidence what she meant by “the ability to assess the overall job fit of the colleague and the work place” and the claimant’s “suitability”: the key issue was the claimant’s engagement with the team at the Fairmont St Andrews. Within a short period, there was tension within the team, a personality clash between the claimant and AH and a disagreement between the claimant and Mr Law. The way the claimant handled these relationships indicated that her approach to leading, developing and coaching colleagues was not suitable for the Training Development & Quality Manager position. The probationary extension had been an opportunity for the claimant to reset and demonstrate that she could deliver in the extended probationary period. The claimant was aware that developing relationships with colleagues and leaders within the Fairmont St Andrews was important to her role, but she had failed to develop these relationships.
37. C-AH and KW did not doubt the claimant’s technical training knowledge, qualifications or training experience. Their concern was whether those strengths translated into effective performance within the Fairmont St Andrews environment. They considered that the claimant had difficulties establishing productive working relationships and influence across the business, including within the Talent & Culture team and with other stakeholders. They regarded those difficulties as relevant to the managerial aspects of the Training, Development & Quality Manager role, which included leading, developing and coaching colleagues. Despite the extension of probation, management considered that sufficient progress had not been made in these areas.
38. After her dismissal meeting, the claimant went to see the General Manager, KW. C-AH offered to sit in on the meeting between the claimant and KW, but she was not required. The claimant asked KW if he was aware of the decision to end her employment. He confirmed that he was aware. The meeting between the claimant and KW lasted over 30 minutes. The claimant was upset and cried during the meeting. During this meeting the claimant stated that she believed her dismissal had been discriminatory and influenced by her race. KW responded by saying that discrimination was not possible at the hotel. KW also added that sometimes colleagues do not get on. The Tribunal does not find that KW told the claimant that she should check her own problems. The Tribunal is not satisfied that KW refused to listen to or consider the claimant’s concerns. KW’s intention was to help the claimant understand the decision made and to help her move on. Having been arranged at short notice, it was not formal meeting convened under the respondent’s grievance process. The claimant did not lodge an appeal or raise a grievance with KW at this meeting. At the end of the meeting, C-AH was waiting for the claimant to take her back to collect her things and escort her from the building.

39. On or around 26 February 2025, the claimant made a report to the Accor Integrity Line concerning her dismissal and her treatment in the lead up to her dismissal, instead of lodging an appeal as explained by C-AH. There were a number of communications between the claimant and an Accor Executive Director Talent & Culture between March and April. In an email on 24 March 2025, the claimant stated: “the primary issue I reported was the prolonged pattern of discriminatory and unfair treatment and moral harassment I expected within the team. This includes favouritism, obstructions of my professional role, victimisation and wrongful dismissal...”
40. The claimant commenced ACAS Early Conciliation on 20 March 2025 before presenting her Employment Tribunal claim on 22 May 2025. On 16 April 2026, the Accor Integrity Line confirmed that, as the claimant had initiated ACAS conciliation, the investigation would be on hold pending the local process outcome.
41. In May 2025, the respondent hired Lauren Ryan in the role of Learning & Development Manager at Fairmont St Andrews. LR was a white Scottish person. LR was issued with Conditional Letter of Employment on 25 April 2025 and was given a start date of 4 May 2025. LR reported to C-AH, as Director of Talent & Culture. LR’s job description was identical to the job description issued to the claimant except that the following “profile qualifications” were deleted:
- “2 years’ experience in the 5-Star Hospitality / Service Industry, with minimum of two years in a Human Resources Leadership / Management role; previous extensive training experience a definite asset.
 - Post-secondary education; HR Management Certificate or degree/ diploma an asset.
 - Confident & dynamic public speaker, able to communicate and interact effectively with all levels of an organization.
 - Enthusiastic and positive personality with ability to build trusting relationships with others.
 - Creative, effective leader and team player, possessing a high degree of professionalism, sound human resources management capabilities, business acumen, energy and determination.
 - Outstanding communication skills, both written & verbal.
 - Proven organisational skills, works well on their own, able to set and meet deadlines with quality results.
 - Computer literate with working knowledge of; HR Perspectives, Excel, MS Word, PowerPoint & Publisher.”

LR did not face any probationary concerns comparable to those relied upon by the respondent in relation to the claimant.

Observations on the Evidence

42. The Tribunal resolved the following disputed facts for the following reasons:

- (i) The Savoy training: the Tribunal accepted C-AH's evidence that she had a concern, following earlier feedback from Debbie Cross, that the claimant's attendance at a high-profile training event with senior colleagues from the corporate office might draw unhelpful attention on the claimant, especially as probation concerns remained.
- (ii) On 19 February 2025, C-AH asked the claimant whether she was covertly recording her and the claimant said no. No part of the transcript lodged captured this exchange. In cross-examination, the claimant was asked about this exchange. Under affirmation, the claimant denied that C-AH asked if the claimant was recording the meeting. The Tribunal preferred C-AH's account (that the claimant lied about making a recording) to the claimant's account (that she was not asked about the recording). The claimant initially produced a meeting note, for her own record, and which referred to the audio recording. The meeting notes were partisan summaries that broadly reflects the conversation's content but had several significant omissions that were important for balance. While no reliance was placed on these summaries given the reliance on the transcripts, it supported an impression that the claimant was curating the evidence to support her perception. The Tribunal takes account of the reluctance by the claimant to produce the audio recording until it was ordered by the Tribunal to be disclosed.
- (iii) At the meeting between KW and the claimant, the claimant said she wanted to appeal the decision to terminate her employment and that the decision was an act of discrimination and was influenced by her race. KW also said that it is impossible and that there was no discrimination in the hotel. KW said to the claimant that there are times when colleagues do not get along with each other. The Tribunal preferred the evidence of KW that he did not tell the claimant to check on her own problems before her next employment.

Submissions

43. Both the claimant and the respondent delivered oral submissions. Mr Duncan emailed the Tribunal with an outline of the written submissions that he delivered orally. In a change to the usual order, the parties agreed that the respondent would make their submission first so the claimant could respond.

Respondent's submissions

44. The respondent submitted that the evidence of C-AH and KW should be preferred to the claimant's evidence where there were factual disputes. It

argued that both witnesses gave consistent and credible evidence, whereas aspects of the claimant's evidence were inconsistent. The respondent also relied on the claimant's covert recordings of meetings and the allegation that she denied making a recording when questioned about it by C-AH as relevant to credibility.

45. The respondent denied that any of the matters complained of were because of the claimant's race or nationality. It submitted that:
 - (i) Orientation training remained with AH because it had always formed part of her role and responsibilities, not because of the claimant's race.
 - (ii) The extension of probation reflected genuine concerns about the claimant's performance, engagement and progress in the role and was made in accordance with the claimant's contract.
 - (iii) The discussion on 17 January 2025 about attendance at the Savoy training programme was part of a wider conversation about the claimant's probationary status and future in the role. The claimant was not prevented from attending and ultimately did attend.
 - (iv) Ms Hibbert did not dismiss or refuse to investigate the claimant's concerns about AH on 19 February 2025 but discussed them and sought ways for the team to move forward.
 - (v) The claimant's dismissal resulted from ongoing concerns about performance, engagement, team integration and suitability for the role, rather than race or nationality.
46. The respondent further submitted that the evidence disclosed no basis for inferring conscious or unconscious racial bias and that all decisions complained of were explained by legitimate management concerns.
47. As regards victimisation, the respondent argued that the discussions relied upon by the claimant on 17 January and 19 February 2025 did not amount to protected acts because they contained no allegation, express or implied, of race discrimination. In any event, the respondent submitted that neither the Savoy training discussion, nor the handling of the claimant's concerns about AH, nor the dismissal were detriments because of any protected act.
48. In relation to the conversation with KW following dismissal, the respondent accepted that discrimination was raised by the claimant but denied that she was subjected to any detriment. It submitted that KW listened to her concerns, explained the reasons for dismissal and would have dealt with any formal appeal or complaint had one been made.
49. Accordingly, the respondent submitted that all claims should be dismissed. If the Tribunal were to find liability, any award for injury to feelings should be limited.

Claimant's submissions

50. The claimant accepted that there was no direct or explicit racist comment made by the respondent. However, she submitted that the respondent's treatment of her reflected a pattern of subjective decision-making in which race and cultural differences influenced perceptions of her suitability for the role. She contended that the respondent's explanation of poor performance was not supported by objective evidence, measurable criteria or documented performance standards.
51. The claimant was particularly critical of the respondent's reliance on concepts such as "fit", the "right person" and "team engagement". She submitted that these were entirely subjective criteria, lacking objective measures, and that they were capable of reflecting cultural bias. The claimant argued that she was judged on personality, communication style and her ability to fit into a predominantly Scottish team rather than on her competence or qualifications.
52. The claimant submitted that concerns regarding her integration into the team failed to take account of the issues that she submitted were due to cultural differences which she had expressly raised with C-AH. She argued that the respondent continued to focus on perceived shortcomings in engagement and personality after those cultural differences had been explained, and that these concerns ultimately became the basis for her dismissal.
53. The claimant further submitted that she was treated less favourably than local Scottish colleagues and that the issues she relied upon should not be viewed as isolated incidents but as part of a connected pattern of conduct. She argued that objective performance criteria were gradually replaced by subjective assessments and opinions about her suitability, personality and relationships within the team.
54. The claimant contended that C-AH relied on negative feedback from colleagues and corporate HR without properly investigating that feedback or giving the claimant a fair opportunity to respond. She submitted that the difficulties arose from the dynamics within the Talent & Culture team and an exclusionary workplace culture rather than any shortcomings on her part. She relied in particular on her experience at the Savoy training event as demonstrating that her difficulties were specific to the workplace environment at Fairmont St Andrews rather than an inability to perform the role.
55. The claimant accepted that she did not expressly refer to race discrimination during her conversations with C-AH. However, she submitted that explicit references to race were unnecessary where concerns about cultural differences, exclusion, team dynamics and differential treatment had been raised. She argued that unlawful discrimination is frequently subtle and indirect rather than overt.

56. In relation to her dismissal, the claimant submitted that she was not given a meaningful opportunity to address or respond to the concerns relied upon by the respondent. She argued that the decision was not based on a fair assessment of her performance, that there were no clear or measurable expectations for a newly created role, and that the respondent's concerns remained subjective throughout. The timing of the dismissal, occurring two days after she raised cultural differences and concerns about team dynamics, was relied upon as significant.
57. The claimant also submitted that when she raised concerns with KW following her dismissal, he failed to provide any independent scrutiny of the decision and rejected her concerns about discrimination without conducting any investigation. She argued that both C-AH and KW were under a duty to investigate her allegations of discrimination when they were raised.
58. Finally, the claimant submitted that the burden of proof should shift to the respondent because of: (i) inconsistent explanations for the probation extension and dismissal; (ii) reliance on subjective criteria such as "fit" and being the "right person"; (iii) the absence of any documented investigation of the issues caused by cultural differences; and (iv) the fact that dismissal followed shortly after she raised concerns about cultural differences and exclusion. She submitted that these matters were sufficient to permit the Tribunal to infer discrimination and victimisation in the absence of a cogent non-discriminatory explanation from the respondent.

Relevant Law

59. The relevant law is:-
60. Equality Act 2010 ('EqA'):-

Direct Discrimination – section 13

- (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.'*

Employees and applicants – section 23

- (1) *'On a comparison of cases for the purposes of section 13, 14, or 19 there must be no material difference between the circumstances of each case.'*

Victimisation – section 27

- (1) *'A person (A) victimises another person (B) if A subjects B to a detriment because –*
- (a) A 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 he or another person has contravened this Act.*

Employees and applicants – section 39

- (2) ‘An employer (A) must not discriminate against an employee of A’s (B)–
- ...
- (c) *by dismissing B;*
 - (d) *by subjecting B to any other detriment.’*
- ...
- (4) ‘An employer (A) must not victimise an employee of A’s (B)–
- ...
- (c) *by dismissing B;*
 - (d) *by subjecting B to any other detriment.’*

Time bar - section 123

- (1) *[Subject to [section] 140B]] proceedings on a complaint within section 120 may not be brought after the end of—*
- (a) *the period of 3 months starting with the date of the act to which the complaint relates, or*
 - (b) *such other period as the employment tribunal thinks just and equitable.*
- (2) *Proceedings may not be brought in reliance on section 121(1) after the end of—*
- (a) *the period of 6 months starting with the date of the act to which the proceedings relate, or*
 - (b) *such other period as the employment tribunal thinks just and equitable.*
- (3) *For the purposes of this section—*
- (a) *conduct extending over a period is to be treated as done at the end of the period;*
 - (b) *failure to do something is to be treated as occurring when the person in question decided on it.*
- (4) *In the absence of evidence to the contrary, a person (P) is to be taken to decide on failure to do something—*
- (a) *when P does an act inconsistent with doing it, or*
 - (b) *if P does no inconsistent act, on the expiry of the period in which P might reasonably have been expected to do it.*

Burden of Proof - section 136

- (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 provisions 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....*

- 61. The standard of proof is on the balance of probabilities. The initial burden of proof lies with the claimant to demonstrate her case and prove facts from which, absent a reasonable explanation, the Tribunal can conclude discrimination or victimisation has occurred. If the claimant was able to show on the face of it that there has been treatment that could amount to discrimination, then the burden of proof would shift to the respondent. At that stage, the respondent must prove on the balance of probabilities that its treatment of the claimant was in no sense because of her relied on protected characteristic.
- 62. Under ss 13(1) and 39(2)(c)/(d) EqA 2010, the Tribunal must determine whether the respondent discriminated against the claimant by treating her less favourably than it treats or would treat others because of a protected characteristic of race or ethnicity. The claimant is Chinese and is of Chinese ethnic origin. The claimant also relies on an actual comparator (AH / LR) who she says would have been treated more favourably in materially the same circumstances (s 23(1) EqA 2010). However, if the Tribunal considers that circumstances of the actual comparators are not materially the same, the Tribunal must (given that the claimant is unrepresented) also consider how a hypothetical comparator would have been treated (**Balamoody v UK Central Council for Nursing, Midwifery and Health Visiting** [2001] EWCA Civ 2097, [2002] IRLR 288).
- 63. The fact that someone is treated unreasonably does not mean that they have been discriminated against, they must have been treated less favourably (**Glasgow City Council v Zafar** [1998] ICR 120).
- 64. The Tribunal must determine “what, consciously or unconsciously, was the reason” for the treatment (**Chief Constable of West Yorkshire Police v Khan** [2001] UKHL 48, [2001] ICR 1065). Discrimination must be a significant factor in the reason for the treatment, although not necessarily the sole, or intended reason (**Villalba v Merrill Lynch & Co Inc** [2006] IRLR 437, [2007] ICR 459). If a decision-maker's reason for treating an employee is not influenced by a protected characteristic, but the decision-maker relies on the views or actions of an employee which are tainted by discrimination, it does not follow (without more) that the decision-maker discriminated against the claimant: **CLFIS (UK)**

Ltd v Reynolds [2015] EWCA Civ 439, [2015] ICR 1010 and **Gallop v Newport City Council (No. 2)** [2016] IRLR 395). What matters is what was in the mind of the individual taking the decision.

65. Under ss 27(1) and s 39(4)(c)/(d) EqA 2010, the Tribunal must determine whether the respondent has subjected the claimant to a detriment because she did, or the respondent believed she had done, or may do, a protected act. A protected act includes (so far as relevant in this case) making an allegation (whether or not express) that the respondent or another person has contravened the EqA 2010 (s 27(2)). In deciding whether the reason for the treatment was the protected act, we apply the same approach as for the claim of direct discrimination.
66. In relation to all these matters, the burden of proof is on the claimant initially under s 136(1) EqA 2010 to establish facts from which the Tribunal could decide, in the absence of any other explanation, that the respondent has acted unlawfully. This requires more than that there is a difference in treatment and a difference in protected characteristic (**Madarassy v Nomura International plc** [2007] EWCA Civ 33, [2007] ICR 867). The burden then passes to the respondent under s 136(3) to show that the treatment was not discriminatory: **Wong v Igen Ltd** [2005] EWCA Civ 142, [2005] ICR 931. Facts still must be established on balance of probabilities.
67. In **Hewage v Grampian Health Board** 2012 IRLR 870 the Supreme Court endorsed the approach of the Court of Appeal in **Igen Ltd v Wong** and **Madarassy v Nomura International plc**. The judgment of Lord Hope in **Hewage** shows that it is important not to make too much of the role of the burden of proof provisions. They require careful attention where there is room for doubt as to the facts necessary to establish discrimination but have nothing to offer where the tribunal is in a position to make positive findings on the evidence one way or the other.
68. **Code of Practice**
- In determining the claims under the Equality Act 2010, the Tribunal had regard to the Equality and Human Rights Commissions Code of Practice on Employment ('the EHRC Code of Practice') (2011).
69. **Equal Treatment Benchbook**
- The Tribunal considered the relevant guidance in Equal Treatment Benchbook (updated February 2026), in particular Chapter 1 re litigants in person and Chapter 8 re racism and ethnicity.

Time Limits

70. The Tribunal first considered the respondent's time-bar objections.

71. In relation to Issue 2.2.1 (orientation training), the claimant's case was that she was refused the opportunity to deliver orientation training throughout her employment. If established, that allegation would amount to conduct extending over a period within the meaning of section 123(3)(a) Equality Act 2010. The alleged conduct continued until the termination of the claimant's employment on 21 February 2025 and was therefore presented in time.
72. In relation to Issue 2.2.2 (the extension of the claimant's probationary period on 10 December 2024), the Tribunal accepts that the decision was taken before 24 December 2024. However, the claimant's case, viewed fairly and realistically, was that the probation extension and subsequent dismissal formed part of a continuing course of discriminatory treatment concerning her suitability for the role. The extension of probation was not an isolated event. It remained operative throughout the extended probationary period and culminated in the decision on 21 February 2025 to terminate the claimant's employment before the expiry of that extension. The Tribunal is prepared to proceed on the basis most favourable to the claimant, namely that the probation extension complaint formed part of conduct extending over a period ending on 21 February 2025.
73. The remaining complaints in Issues 2 and 3 concern acts alleged to have occurred on 17 January 2025, 19 February 2025 and 21 February 2025. Those complaints were all presented within the applicable statutory time limit and are not time barred.
74. The issue of time limits relating to the victimisation complaint added by amendment on 21 July 2025 concerning the conversation between the claimant and KW on 21 February 2025 was expressly reserved at an earlier preliminary hearing. Having considered the matter, the Tribunal determines that reserved time bar issue in the claimant's favour.
75. Accordingly, the Tribunal finds that all complaints before it were presented in time.
76. In any event, and for the reasons set out below, the Tribunal has concluded that all complaints fail on their merits. Strictly speaking, it was therefore unnecessary to determine the respondent's time-bar objections, because the outcome of the proceedings would have been the same regardless. However, for completeness, the Tribunal records the findings above.

Deliberations and conclusions

Issues 2.2.1 & 2.3: Refusal to allow claimant to deliver Orientation Training

Has the claimant established that CA-H refused to permit the claimant to deliver orientation training throughout her employment?

77. No. The Tribunal finds that C-AH wished AH to retain responsibility for delivering orientation training as part of her existing role and communicated that position to the claimant both before and after employment commenced. However, the claimant was not prohibited from becoming involved in orientation training or otherwise carrying out one of her key accountabilities in her job description concerning orientation training. C-AH indicated that the claimant could learn the programme and deliver it in AH's absence. The Tribunal is therefore not satisfied that C-AH refused to permit the claimant to deliver orientation training. The Tribunal therefore finds that this complaint of direct race discrimination is not well-founded and is dismissed.

Was this because of the claimant's Chinese nationality and/or ethnicity?

78. As the alleged less favourable treatment was not established on the evidence, the Tribunal is not required to determine the reason why.
79. However, the Tribunal is satisfied that responsibility for orientation training remained with AH because it formed part of her established role as Resourcing and Onboarding Officer. The claimant's role was a newly created managerial position focused on developing and overseeing training across the business rather than delivering orientation training. There was no evidence that a non-Chinese employee appointed to the role would have been treated differently. In the alternative, the Tribunal finds that this complaint of direct race discrimination is not well-founded and is dismissed.

Issues 2.2.2 & 2.3: Decision to extend the claimant's probationary period on 10 December 2024

Did CA-H extend the claimant's probationary period?

80. Yes. It was common ground that the claimant's probationary period was extended by C-AH on 10 December 2024 and that the extended probationary period was due to end on 12 March 2025.

Was this because of the claimant's Chinese nationality and/or ethnicity?

81. No. The reason for the decision to extend the claimant's probation was to give the parties more time to assess the overall job fit of a colleague and the workplace. The probation extension letter set out some areas for improvement in the claimant's performance, namely (a) implementing a new hire checklist for new hires in every department, (b) implementing buddy systems and meet with buddies regularly, (c) drive FLOW and ensure compliance training is completed, (d) engage with leaders and drive on the job training, (e) deliver quality / LQA training to the teams, and (f) more engagement with the T&C team. These required improvements related to the claimant's performance and progress in the role, although some were more objectively measurable than others.

82. In her cross-examination of Carol-Ann Hibbert, the claimant was critical of the reasons advanced for the extension of probation. She questioned whether the concerns relied upon were sufficiently objective, whether adequate support had been provided during her initial probationary period, whether meaningful assistance was offered during the extension period, and whether the respondent took reasonable steps to assist her in addressing the issues identified.
83. The Tribunal accepted that the claimant genuinely regarded the probation extension as unfair and believed that she had received insufficient support prior to the extension decision. However, the Tribunal's task is not to determine whether the respondent's decision was the best, fairest, or most effective management response. The issue is whether the claimant has shown facts from which it can properly be inferred that decision to extend the claimant's probation was because of race or nationality.
84. The Tribunal considered the question of comparators. To the extent that the claimant sought to compare herself with AH and LR, the Tribunal does not regard those individuals as appropriate actual comparators. Their circumstances were not materially the same as those of the claimant. There was no evidence that either AH or LR was subject to an equivalent probationary review, facing similar concerns regarding their performance, workplace engagement or suitability for the role.
85. The appropriate comparison is with a hypothetical employee of a different race or nationality, for example a white Scottish employee, appointed to the same Training, Development & Quality Manager role and presenting with the same performance and suitability concerns identified by management. The Tribunal is satisfied that such a comparator would have been treated in the same way and would likewise have had their probationary period extended.
86. The Tribunal considered the facts that:
 - (i) C-AH did not use the new probationary process or the template forms for the claimant's probationary review;
 - (ii) C-AH did not retain the new probationary form duly completed by the claimant; and
 - (iii) C-AH's failure to include in the claimant in the WhatsApp group for the Talent & Culture team between the start of employment and 16 November 2024 (i.e. for the first 2 months of the claimant's employment), which may have impacted on team engagement assessed on 10 December 2024.
87. These were procedural irregularities. However, the Tribunal was not satisfied that these procedural matters, whether individually or cumulatively, were sufficient to establish facts from which race discrimination could properly be inferred, absent a non-discriminatory explanation.

88. Having considered all the evidence, the Tribunal was satisfied that the respondent had genuine and legitimate concerns about the claimant's performance and this was the reason for extending the claimant's probation. The respondent's witnesses consistently maintained that there were concerns regarding the claimant's integration into the role, her engagement with colleagues and stakeholders, and continuing uncertainty about whether the newly created role was developing in the manner anticipated by the business. Whilst some of those concerns were necessarily evaluative and subjective in character, the Tribunal is satisfied that they were honestly held and genuinely informed the decision-making process. The evidence demonstrated that the respondent decided to allow a further period in which the claimant could develop and demonstrate her suitability for the role, rather than bringing her employment to an immediate end. The Tribunal accepts the respondent's explanation that the probationary period was extended because of concerns regarding the claimant's performance, engagement, workplace relationships and suitability for the newly created role. The Tribunal finds that those concerns, whether right or wrong, were genuinely held and were the real reason for the decision to extend the probationary period. Race and nationality played no part in the extension of probation.
89. Accordingly, this complaint is not well-founded and is dismissed.

Issues 2.23 & 2.3: C-AH's comments on 17 January 2025 about the claimant attending Savoy Training

Did C-AH make comments on 17 January 2025 about the claimant attending Savoy Training?

90. To some extent, yes. The Tribunal finds that C-AH's comments could reasonably have been perceived as discouraging attendance, although she did not prohibit attendance or refuse permission to attend.
91. The relevant evidence is contained within the transcript of a discussion between the claimant and C-AH on 17 January 2025 referred to above at paragraphs 30(ix). The Tribunal has considered the entirety of that discussion rather than isolated extracts from it.
92. During that conversation, C-AH said to the claimant:
- "I don't know if it's the best idea at the moment that you come, because the way things are feeling just now."*
93. Viewed in isolation, those words are capable of being understood as discouraging or deterring the claimant from attending the training. The Tribunal accepts that a reasonable employee in the claimant's position could reasonably have perceived them in that way. The statement was made against the background of an extended probationary period, ongoing concerns regarding

the claimant's integration into the role, and discussions about feedback received from senior figures within the wider business.

94. When the claimant made clear that she wished to attend the Savoy training and regarded it as highly relevant to her role, C-AH did not seek to prevent her attendance, direct her not to attend, or issue any instruction that she would be excluded from the programme. Rather, the discussion was an exchange of views regarding whether attendance was appropriate in the circumstances. The claimant expressed her belief that attendance was important for her in her role as a training manager. C-AH expressed concerns arising from the claimant's probationary status and the potential perception of senior business stakeholders. Ultimately, C-AH stated that she would reflect on the matter further.

Was this because of the claimant's Chinese nationality and/or ethnicity?

95. No. The Tribunal accepts that C-AH questioned whether the claimant should attend the training. This questioning by C-AH, and the suggestion that attendance might not be the best course at that stage, could reasonably have been perceived as placing the claimant under some degree of pressure or steering the claimant not to attend.
96. However, the Tribunal does not regard AH as an appropriate comparator. AH was not in materially similar circumstances. At the relevant time, AH was not subject to an extended probationary period, was not the subject of the concerns being discussed in the meeting and was not occupying the same manager position as the claimant. The circumstances were therefore materially different. The Tribunal also notes that LR was not employed at the relevant time and cannot therefore provide a meaningful comparator for this allegation.
97. The appropriate comparison is with a hypothetical employee of a different race or nationality, for example a white Scottish employee, who was employed in the same role and who was subject to the same concerns regarding performance, integration and probationary status. The Tribunal finds that such a person would also have been subject to the same discussion and concerns regarding attendance. The respondent's concerns were linked to the claimant's probationary position and perceived performance issues rather than her race or nationality.
98. While the Tribunal is not satisfied that the claimant has established facts from which an inference of less favourable treatment and discrimination could be drawn, in the event that is not correct, the Tribunal proceeds to consider whether the respondent has proved, on the balance of probabilities, that the treatment was in no sense whatsoever because of the claimant's race or nationality.

99. The Tribunal accepts the respondent's explanation for the discussion. The evidence demonstrates that C-AH was concerned about the claimant's ongoing probationary review, the feedback which had been received from senior figures within the wider organisation and whether attendance at a high-profile corporate event was appropriate while the claimant's suitability for this new role remained unresolved. Whether those concerns were justified is not the issue before the Tribunal. The Tribunal is satisfied that they were genuinely held and that they constituted the real reason for the comments were made by C-AH.
100. The Tribunal further notes that the claimant was not ultimately prevented from expressing a desire to attend, nor was attendance expressly refused during the conversation itself. The discussion was exploratory in nature and involved consideration of different viewpoints. Although the Tribunal accepts that there may have been some leading questions posed to the claimant with implied pressure on C-AH's desired outcome due to the way the issue was raised, it is satisfied that the pressure derived from concerns about the claimant's probationary status and perceived performance rather than from race or ethnicity.
101. The respondent has provided a clear and convincing explanation for the treatment complained of. The Tribunal is satisfied that the discussion concerning attendance at the Savoy training programme was motivated by concerns relating to the claimant's probationary position and perceived suitability for the role and was in no sense whatsoever because she was Chinese or of Chinese national origin.
102. This complaint is therefore not well-founded and is dismissed.

Issues 2.2.4 & 2.3: did C-AH decline to investigate concerns about AH's conduct on 19 Feb 2025?

Did C-AH decline to investigate concerns about AH's conduct on 19 Feb 2025?

103. No. The claimant raised concerns during a discussion initiated by C-AH about her role, the office environment and team dynamics. The Tribunal accepted that the claimant genuinely held those concerns, which included allegations that AH had been dismissive, undermining and difficult to work with.
104. Most of the matters relied upon had not previously been raised with management and had not been pursued through any formal grievance procedure. Many related to events which had occurred sometime before the meeting. The claimant explained that she had not raised them earlier because she wished to maintain harmony within the team.
105. The Tribunal accepts that C-AH did not immediately accept the claimant's account and, at times, sought to explain or qualify AH's conduct. However, C-AH listened to the claimant's concerns, acknowledged tensions within the team,

discussed the issues with her and considered possible ways forward. The Tribunal is therefore not satisfied that C-AH dismissed the concerns out of hand or refused to consider them.

Was this because of the claimant's Chinese nationality and/or ethnicity?

106. As the alleged less favourable treatment was not established on the evidence, the Tribunal is not required to determine the reason why.
107. However, in the alternative, the Tribunal accepts that the claimant may reasonably have perceived C-AH's response as dismissive or unsupportive. Taking the evidence at its highest, the Tribunal is prepared to accept that the burden of proof shifts to the respondent.
108. No actual comparator was identified. The appropriate comparison is with a hypothetical employee of a different race or nationality raising the same concerns in the same circumstances.
109. The Tribunal is satisfied that such a comparator would have received substantially the same response. C-AH's reaction was shaped by the fact that the concerns were largely being raised for the first time, related to historical events that she had not witnessed, and arose within a small team experiencing interpersonal difficulties. The Tribunal accepts the respondent's explanation and is satisfied that race and nationality played no part in C-AH's response.
110. Accordingly, even if the burden of proof shifted to the respondent, the Tribunal is satisfied that it has discharged that burden. This complaint is not well founded and is dismissed.

Issues 2.2.5 & 2.3: did C-AH dismiss the claimant on 21 February 2025?

Did C-AH dismiss the claimant on 21 February 2025?

111. It is common ground that the claimant's employment was terminated by C-AH during her extended probationary period on 21 February 2025.

Was this dismissal because of the claimant's Chinese nationality and/or ethnicity?

112. The meeting on 21 February 2025 between the claimant and C-AH at which the decision was communicated was relatively brief. The claimant was not aware of the purpose of the meeting.
113. C-AH consulted KW but the decision to dismiss was her decision alone. KW's recollection of the justification at the time was able to corroborate C-AH's evidence of her thinking at the time.
114. The reasons for the decision were not explained in any detail during the meeting itself. There was a generic comment of "sorry it wasn't working" but no detail.

The Tribunal considered the dismissal letter, the contemporaneous documents, the evidence of C-AH and KW (whom C-AH consulted at the relevant time), and the wider context in which the decision was taken.

115. The Probationary Work Period in the Colleague Handbook states, “the probationary period allows us to see if we are “right for each other””, “if this is the right job and right place for you”, and “to assess “whether you have the right skills and talents for your position”. The language in the probationary extension letter is consistent with this approach in the respondent’s policy. Similarly, the reason articulated in the dismissal letter states “the probationary period allows both parties the ability to assess the overall job fit of the colleague and the workplace. On this occasion and after careful assessment of your suitability, it is with regret that we have to take this decision.” Unlike the probationary extension letter, the dismissal letter does not refer to any specific performance concerns. The two factors referred to were: (a) the overall job fit of the colleague and the workplace and, (b) suitability of the claimant for the role.
116. The respondent's concerns centred on "fit" and "team engagement". These concepts covered the claimant's relationships within the Talent & Culture team, her engagement with colleagues and stakeholders, and management's assessment of whether she could fulfil the wider objectives of the role. The claimant criticised the respondent's reliance on these concepts, failing to follow the new probation review form process, the absence of measurable objectives, the level of support provided to her and her concerns about exclusion from the team.
117. The Tribunal accepted that concepts such as fit, sociability or engagement must be scrutinised carefully where an employee attributes differences in communication style to cultural background. However, having considered the whole evidence, the Tribunal was satisfied that the respondent's concerns extended beyond communication style and related to broader concerns regarding stakeholder relationships, influence and delivery of the managerial aspects of the role. The Tribunal was not satisfied that the claimant's race, nationality or ethnicity formed any part of those concerns.
118. By February 2025, however, the respondent's concerns had moved beyond the specific objectives identified in the probation extension letter. Ongoing difficulties in the claimant's relationship with AH, concerns regarding team dynamics and uncertainty about the claimant's ability to fulfil the wider expectations of the role led management to focus on her overall suitability for the position.
119. The Tribunal accepted KW's evidence that the respondent's concern was not the claimant's technical competence or training knowledge. Rather, it was whether those strengths were translating into effective performance within the

Fairmont St Andrews environment. The Tribunal accepts that this was a subjective assessment. However, subjectivity alone does not establish discrimination.

120. Applying the first stage of the burden of proof analysis, the Tribunal is prepared to assume, in the claimant's favour, that the circumstances surrounding the decision are capable of raising questions requiring an explanation. The reliance upon an imprecise concept such as "fit", the absence of detailed reasons at the dismissal meeting itself when compared with the probation extension letter, and the subjective nature of the assessment made by C-AH are sufficient to justify careful scrutiny of the respondent's explanation. The burden therefore shifts to the respondent.
121. The Tribunal is satisfied that the real reason for the dismissal was the respondent's assessment that the claimant was not suited to the particular requirements of this newly created role within the Fairmont St Andrews. The decision was based upon concerns regarding workplace relationships, influence, engagement, credibility within the business, and the claimant's ability to achieve the broader objectives of the role. Those concerns may have been right or wrong. They may have been fair or unfair. However, the Tribunal is satisfied that they were genuinely held.
122. The Tribunal finds no evidence that race, ethnicity or national origin formed any part of the respondent's reasoning. The Tribunal is satisfied that a hypothetical employee of a different race or nationality, presenting the same concerns regarding team integration, organisational influence and suitability for the role, would have been treated in the same way.
123. Accordingly, the Tribunal concludes that the decision to terminate the claimant's employment during the probationary period was in no sense whatsoever because she was Chinese or of Chinese national origin. It resulted from the respondent's honestly held view that the claimant was not a suitable fit for the role of Training, Development and Quality Manager.
124. This complaint is therefore not well-founded and is dismissed.

Issues 3.1.1, 3.2 & 3.3.1: did C-AH victimise the claimant on 17 January because of a protected act on 17 January 2025?

Did the claimant make a protected act on 17 January 2025?

125. The claimant has contended that during the conversation on 17 January 2025, she:
 - (i) said that she was being treated less favourably in the department regarding opportunities compared to her colleagues; and

- (ii) suggested that she was not fitting in well or having 'good banter' with her colleagues because in Asian culture Asian people have a different way of expressing themselves.

126. Concerning 125(i) above, the Tribunal could not identify any statement that the claimant was being treated less favourably than colleagues in relation to opportunities. The nearest references concern support, recognition, and attendance at the Savoy training, but they are not expressed as a comparison with colleagues receiving better opportunities and they were not allegations of contraventions of the Equality Act 2010.

127. Concerning 125(ii) above, the Tribunal found some support for the second part of this averment, although not in exactly those words. The claimant said:

"my personality, and it was a probably a bit of culture kind of a thing, because, you know, you guys have the same banter, probably, I don't understand some of it, because I've not grew up in the same way you probably did in the culture like German kind of a joke, or British kind of a joke..."

and

"It's a social part. I understand your concern, your purpose to make me more engaging, more sociable, more bubbly, and have a bit banter with the team."

128. These passages show the claimant linking her difficulties with social interaction and workplace "banter" to cultural differences and not having grown up in the same culture as her colleagues. However, there was no reference to "Asian culture" or "Asian people" specifically. The claimant referred to "a bit of culture kind of a thing" and contrasted herself with "German kind of a joke, or British kind of a joke". The claimant did attribute difficulties with workplace banter and social engagement to cultural differences, but she did not refer to "Asian culture" or say "Asian people have a different way of expressing themselves" in the transcript provided.

129. While the claimant did not make a protected act expressly or overtly, the Tribunal also considered that these statements may have caused the respondent to believe that she may allege that a person had contravened the Equality Act, per section 27(1)(b) and 27(2)(d). Giving the claimant the benefit of the doubt, the Tribunal accepted this possibility and finds that para 125(ii) above was a protected act.

Did the respondent victimise or retaliate against the claimant by (i) seeking to deter or prevent the claimant from attending the Savoy Training or (ii) suggesting that this was to 'save resources' while allowing AH to attend, due to any alleged protected act on 17 January 2025?

130. Even assuming the claimant made protected acts on 17 January 2025, the claims still fail on causation. The Tribunal is satisfied that the comments from C-AH concerning the Savoy Training and the explanation that would be given if the claimant did not attend were not because of the alleged protected acts referred to at paragraphs 125(i) and 125(ii) above. The transcript points to the reasons for these alleged detriments being probation/performance concerns and perceived lack of fit, rather than any complaint by the claimant of discrimination or cultural disadvantage. This claim is not well-founded and is dismissed.

Issues 3.1.2, 3.2 & 3.3.2: did respondent / C-AH victimise the claimant on 19 February because of a protected act on 19 February 2025?

Did the claimant make a protected act on 19 February 2025?

131. The claimant has contended that during the conversation on 19 February 2025, she:
- (i) said there was a team dynamic of exclusion and raise specific behaviour from C-AH herself as well as AH; and
 - (ii) alleged that their conduct had worsened as her employment continued; and
 - (iii) alleged they did not initiate conversations with the claimant and did not include her in their conversations, including about work-related matters
132. The allegations at paragraphs 131(i), 131(ii), and 131(iii) are substantially supported by the transcript and the Findings in Fact (save that in 131(iii) there is no specific allegation that the claimant was excluded from work-related conversations).
133. However, these allegations are not, on their face, protected acts under s.27(1)(a), EqA 2010. They are more naturally characterised as grievances about exclusion, interpersonal conflict and team dynamics.
134. The Tribunal considered whether, viewed objectively and in context, they were communicating allegations that the exclusion or treatment was because of the protected characteristic of race or ethnicity. While the claimant has submitted that the complaint was an implied race-related allegation, she conceded this is not expressly stated. The Tribunal also considered that these statements may have caused the respondent to believe that the claimant may allege that a person had contravened the Equality Act, per section 27(1)(b) and 27(2)(d). Giving the claimant the benefit of the doubt, the Tribunal accepted that this possibility and finds that they were protected acts.

Did the respondent victimise or retaliate against the claimant by declining to investigate and by dismissing out of hand complaints and concerns the claimant raised

with C-AH on 19 February 2025 about the conduct of AH, due to any alleged protected act on 19 February 2025?

135. Even assuming the claimant made protected acts on 19 February 2025, the claims still fail on causation. Given the findings above at paragraphs 103, 104 and 105 above, the Tribunal is satisfied that C-AH did not decline to investigate or dismiss out of hand the complaints about AH raised by the claimant as alleged.
136. In the event that those findings were incorrect, the Tribunal was not satisfied that C-AH victimised and retaliated against the claimant by declining to investigate and dismissing out of hand concerns about AH because the claimant made the alleged protected acts. The claimant explained that she had previously decided not to raise these matters formally and had not made it clear that she had changed her mind and wanted these matters investigated or that she was raising a grievance. This claim is not well-founded and is dismissed.

Issues 3.1.1 and 3.1.2, 3.2 & 3.3.3: did respondent / C-AH victimise the claimant on 21 February by dismissing the claimant because of a protected acts on either 17 January or 19 February 2025?

Did the claimant make protected acts?

137. Given the findings at paragraphs 129 and 134, the Tribunal made findings that the claimant made protected acts.

Did the respondent victimise or retaliate against the claimant by dismissing the claimant on 21 February 2025, due to any protected acts on 17 January or 19 February 2025?

138. The proximity of the claimant's concerns on 19 February 2025 to her dismissal on 21 February 2025 creates the possibility of the former being the cause of the latter. However, taking account of all the circumstances of this case, a consistent message from the respondent and C-AH in particular, over a number of months that there were concerns about the progress that the claimant was making in the new Training, Development & Quality Manager role at the Fairmont St Andrews and her performance in a number of different respects, the cause of her dismissal was not the protected acts on 19 February 2025 or any earlier protected acts. The claimant had been given an opportunity to try to turn things around. It appeared that she made efforts to do so with senior managers from corporate head office who were present at the training at the Savoy. However, at the Fairmont St Andrews the opportunity to turn things around was missed. Tension within the Talent & Culture team and elsewhere was not improving. Whether the claimant was the right person to "create an energetic and exciting learning environment across the hotel" was something that C-AH was entitled to assess during the probationary period. In the

Tribunal's view, these factors were what C-AH was referring to when she referred to right fit or suitability. Accordingly, the Tribunal was satisfied that the protected acts played no part whatsoever in the decision to end the claimant's employment during her extended probationary period. This claim is accordingly not well-founded and is dismissed.

Issues 4.1.1 and 4.2.1, 4.2 & 4.3.1: did respondent / C-AH victimise the claimant on 21 February by (i) refusing to investigate the claimant's allegation of race discrimination and disregarding it, and (ii) telling her it was not possible and that she should 'check on her own problems' because of an alleged protected act on 21 February 2025?

Did the claimant make a protected act?

139. Yes. The Tribunal is satisfied that, during the discussion with KW on 21 February 2025 following the termination of her employment, the claimant alleged that her dismissal had been discriminatory and influenced by her race. That amounted to an allegation that the respondent had contravened the Equality Act 2010 and therefore constituted a protected act within the meaning of section 27 EqA 2010.

Did the respondent victimise or retaliate against the claimant by (i) refusing to investigate the claimant's allegation of race discrimination and disregarding it, and (ii) telling her it was not possible and that she should 'check on her own problems' on 21 February 2025, due to any protected acts on 21 February 2025?

140. The Tribunal is satisfied that KW did not refuse to investigate the claimant's allegation of race discrimination or disregard it.

141. The Tribunal is satisfied that KW did tell the claimant that race discrimination was not possible at the hotel but did not tell her she should check on her own problems as alleged. The reason KW said this to the claimant was not in retaliation for her making a protected act, but because (whether rightly or wrongly) this was KW's view of the Fairmont St Andrews.

142. This claim is not well-founded and is dismissed.

Date sent to parties 18 August 2026

Appendix A

1. Time bar issues (race discrimination complaints) s.123 of EA

Based on the dates of Early Conciliation and the presentation of the ET1, any complaint in the ET1 about an act or omission of R which occurred before **24 December 2024** may not have been brought in time.

Further, the victimisation complaint added by way of amendment permitted on 21 July 2025 relating to the conversation with Kai Winkler on 21 February 2025 may not have been brought in time.

- 1.1. Were the discrimination / amended victimisation complaints made within the time limit in section 123 of the Equality Act 2010?

The Tribunal will decide:

- 1.1.1. Was the claim made to the Tribunal within three months (plus early conciliation extension) of the act to which the complaint relates?
- 1.1.2. If not, was there conduct extending over a period?
- 1.1.3. If so, was the claim made to the Tribunal within three months (plus early conciliation extension) of the end of that period?
- 1.1.4. If not, were the claims made within a further period that the Tribunal thinks is just and equitable? The Tribunal will decide:
- 1.1.5. Why were the complaints not made to the Tribunal in time?
- 1.1.6. In any event, is it just and equitable in all the circumstances to extend time?

2. Direct Race Discrimination (s.13 of EA)

The claimant is a Chinese national of Chinese ethnicity.

The issues for determination by the Tribunal in her direct race discrimination complaint are as follows:

- 2.1. Did the respondent do the following things:
- 2.1.1. Throughout the whole period of C's employment, did her line manager, Carolanne Hibbert, refuse to allow C to deliver orientation training?
 - 2.1.2. Did C Hibbert extend C's probationary period on 10 December 2024 so that, instead of ending on 12 December 2024, as scheduled, it was due to end on 12 March 2025?
 - 2.1.3. On 17 January 2025, did C Hibbert seek to deter or prevent C from attending Brand and Culture Orientation Training scheduled to take place at the end of January 2025, suggesting that this was to 'save resources' while allowing Scottish colleague, Alanah Herd to attend? (C ultimately attended this training but relies on C Hibbert's suggestions that she should not do so as less favourable treatment).

- 2.1.4. On 19 February 2025, did C Hibbert decline to investigate and dismiss out of hand complaints and concerns the claimant raised with her on that date about the conduct of her colleague, Alanah Herd, which C claimed was bullying?
- 2.1.5. On 21 February 2025 did C Hibbert dismiss C?
- 2.2. Were these acts or omissions less favourable treatment because of the claimant's Chinese nationality and / or ethnicity? The Tribunal will require to decide whether the claimant was treated less favourably than an actual or hypothetical comparator of white British ethnicity was treated or would have been treated by the respondent.

3. Victimisation (section 27 of EA) – complaints included in the ET1

The claimant also complains of victimisation under section 27 EA.

The issues arising in relation to the complaints foreshadowed by the ET1 are as follows:

- 3.1. Did the claimant do the following things:
 - 3.1.1. On 17 January 2025 did C at a one-to-one meeting with C Hibbert say that she was being treated less favourably in the department regarding opportunities compared to her colleagues. C acknowledges she did not mention her nationality or ethnicity or that of others in the department, however, she avers it was implicit that she was referring to discriminatory treatment on the grounds of race. C also asserts that during the same conversation when CH suggested that she was not fitting in well or having 'good banter' with her colleagues, C suggested to C Hibbert that this could be to do with culture because (she said) they have a different way of expressing themselves in Asian culture.
 - 3.1.2. On 19 February, during a one-to-one meeting with C Hibbert, did C say that there was a team dynamic of exclusion and raise specific behaviour from C Hibbert herself as well as Alanah Herd. C says she alleged that their conduct had worsened as her employment continued and they did not initiate conversations with C and did not include her in their conversations including about work-related matters. Again, C acknowledges that she did not mention race or nationality specifically, but she says it was implicit in her comments that she was alleging the exclusionary behaviour was connected to race.
- 3.2. If so, were these protected acts? The Tribunal will decide:
 - 3.2.1. Was she doing something for the purposes of or in connection with the EA 2010?
 - 3.2.2. Was she making an allegation (whether or not express) that the respondent or another person had contravened the EA 2010?

- 3.3. Did the respondent do the following things:
- 3.3.1. On 17 January 2025, did C Hibbert seek to deter or prevent C from attending Brand and Culture Orientation Training scheduled to take place at the end of January 2025, suggesting that this was to 'save resources' while allowing Alanah Herd to attend? (C ultimately attended this training but relies on C Hibbert's suggestions that she should not do so as a detriment).
- 3.3.2. On 19 February 2025, did C Hibbert decline to investigate and dismiss out of hand complaints and concerns the claimant raised with her on that date about the conduct of her colleague, Alanah Herd, which C claimed was bullying?
- 3.3.3. On 21 February 2025 did C Hibbert dismiss C?
- 3.4. If so, in doing these acts or omissions (or any of them) did the respondent subject the claimant to detriment?
- 3.5. If so, was it because C raised the matters set out above at paras 3.2.1 and 3.2.2 with C Hibbert on 17 January and / or 19 February 2025 ?

4. Victimisation (section 27 of EA) – complaint added by amendment on 21 July 2025

- 4.1. Did the claimant do the following things:
- 4.1.1. On 21 February 2025, on learning of her dismissal did C go to see the General Manager, Kai Winkler and allege that her dismissal was because of race discrimination and that she had been treated in a discriminatory way within the team?
- 4.2. If so, was this a protected act? The Tribunal will decide:
- 4.2.1. Was she doing something for the purposes of or in connection with the EA 2010?
- 4.2.2. Was she making an allegation (whether or not express) that the respondent or another person had contravened the EA 2010?
- 4.3. Did the respondent do the following things:
- 4.3.1. On 21 February 2025, did K Winkler refuse to investigate C's allegation of race discrimination and disregard it, telling her it was not possible and that she should 'check on her own problems'.
- 4.4. If so, in doing this act or omission did the respondent subject the claimant to detriment?
- 4.5. If so, was it because C raised the matters set out above at para 4.1.1 with K Winkler on 21 February 2025?

5. Remedy for Discrimination / Victimisation

- 5.1. Should the Tribunal recommend that the respondent take steps to reduce any adverse effect on the claimant? What should it recommend?
- 5.2. What financial losses has the discrimination caused the claimant?
- 5.3. Has the claimant taken reasonable steps to replace lost earnings, for example by looking for another job?
- 5.4. If not, for what period of loss should the claimant be compensated?
- 5.5. What injury to feelings has the discrimination caused C and how much compensation should be awarded for that?
- 5.6. Has the discrimination caused C personal injury and how much compensation should be awarded for that?
- 5.7. Is there any chance that C's employment would have ended in any event?
- 5.8. Should their compensation be reduced as a result?
- 5.9. Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?
- 5.10. Did R or C unreasonably fail to comply with it?
- 5.11. If so is it just and equitable to increase or decrease any award payable to the claimant?
- 5.12. By what proportion, up to 25%?
- 5.13. Should interest be awarded? How much?