



EMPLOYMENT TRIBUNALS

Claimant: Mr Alexander Johnson

Respondent: Greenlight Recruitment Limited

Heard at Leeds Employment Tribunal

On 30 June 2026 in person

1 and 2 July 2026 by CVP to accommodate the claimant's health and travel difficulties

Reserved decision (in chambers) 28 July 2026

BEFORE: Employment Judge Elgot

Members

Mr M Taj

Ms J L Hiser

REPRESENTATION:

Claimant: self-represented

Respondent: Mr J Ratledge, counsel

JUDGMENT

1. The claim of disability discrimination under sections 20 and 21 Equality Act 2010 that the respondent has failed in its duty to make reasonable adjustments for the claimant as a disabled person does not succeed and is **DISMISSED**.
2. The complaint under section 47B Employment Rights Act 1996 that the claimant has been subjected to detriment by acts or deliberate failures to act by the respondent done on the ground that he made a protected disclosure as defined in section 43B of the 1996 Act **SUCCEEDS**.

3. A remedy hearing to determine the award of compensation to the claimant will take place by CVP at Leeds Employment Tribunal on **19 and 20 October 2026** commencing at 10 am.
4. The claimant must send an updated Schedule of Loss to the respondent and to the Tribunal by **2 October 2026**.
5. The deposit of £25 ordered on 10 October 2025 because an employment judge considered that the claimant's claim of failure to make reasonable adjustments had little reasonable prospect of success will now be paid to the respondent. This is because the claimant has failed in this claim for substantially the same reasons given in the Deposit Order.

REASONS

1. In his ET1 Claim dated 7 November 2024 the claimant makes the claims of disability discrimination (failure to make reasonable adjustments) and whistleblowing detriment which are identified and agreed in the Case Management Orders of Employment Judge Maidment on 9 May 2025, sent to the parties on 20 May 2025. That Order sets out a List of Issues (LOI) which has not been subsequently queried or challenged by the parties. We have used this LOI as the working document which sets out the matters in dispute between the parties and identifies the questions which the Tribunal must determine.
2. The application by the claimant to add a complaint of automatically unfair dismissal was refused on 10 October 2025 (page 81 of the bundle) because the claimant was not an employee of the respondent for the purposes of an unfair dismissal claim.
3. The claimant was engaged by the respondent as a worker, within the definition of section 230(3) (b) Employment Rights Act 1996, from 31 August 2023 until 16 September 2024. He therefore had only just over one year's service in that work.
4. His work was as a driver of 3.5 tonne vans and all of that driving was carried out for a major customer/ end-user of the respondent which is BOXT Limited (BOXT). BOXT are not a party to these proceedings and the claimant has consistently declined to add them as a respondent. The claimant worked 4 days per week i.e. usually Monday, Tuesday, Thursday and Friday. He explained that he restricted his weekly working days in order to have time to rest and recuperate from the fatigue associated with his Type 1 diabetes.
5. The respondent is an employment service provider/agency which supplies drivers pursuant to contracts with its customers and end-users including BOXT. It supplies around 80-120 drivers most of whom are HGV drivers. The work carried out by the claimant is a small part of the business, only around 10 drivers. 95% of

the van driving work is for BOXT. The drivers deliver solar panels and radiators nationwide across the UK.

6. Documents and Witnesses

- 6.1 There is an agreed final hearing bundle of 1070 pages. In accordance with the usual practice of the Tribunal and as explained to the parties we only read those parts of the bundle to which our attention was directed by the parties, their representatives or the witnesses.
- 6.2 The claimant gave evidence on his own behalf. The respondent's witnesses were Mr Paul Dickenson (PD) the Finance and Compliance Officer of the respondent. He told us that paragraphs 54 and 58 of his witness statement which assert that the claimant never asked for disability adjustments are incorrect and therefore those parts of his evidence were deleted. The respondent's other witness was Ms Alison Jolly (AJ), Operations Manager for a company named Payme Ltd (in administration) which has now been succeeded by 14 Pay Partners where she holds the same position.
- 6.3 We find that the claimant's manager and supervisor in his work was Mr Darren Ashford, Head of Operations who arranged and organised all the C's shifts with BOXT according to the procedure described below. Mr Ashford did not give evidence.
- 6.4 Adjustments were made during the course of the tribunal proceedings to assist and support the claimant as a disabled person with Type 1 insulin-dependent diabetes, significant difficulties with fatigue and concentration and with a more recent diagnosis of the neuro-diverse condition of ADHD. He was given the opportunity (which he did not always take) to have regular breaks, to check his blood sugar levels and to eat and drink.
- At his request and to reduce his travelling time and the length of the tribunal day the hearing was converted to CVP on days 2 and 3 with the co-operative consent of the respondent.
- 6.5 The claimant made oral submissions on Day 3 of the hearing. We thereafter had the benefit of helpful and thorough sequential written submissions. Mr Ratledge on behalf of the respondent sent submissions on 2 July 2026 and the claimant replied in writing on 14 July 2026.

7. The claimant's work with BOXT.

We find, in agreement with EJ Maidment's reasons for the deposit order which are at pages 86-89 of the bundle, that the respondent exercised very little or no control over the practical performance of the claimant's duties for BOXT.

The emails arranging shifts, on pp 474-827 of the bundle, are almost identical. The Fleet and Logistics Manager at BOXT, most recently Mr Lee Ogden or one of his colleagues e.g. Charlie Tomlinson, sends a short email around late morning/lunch-time giving the number of drivers required for the following day and the start times with no other details.

Mr Ashford, or one of his colleagues at the respondent, messages back with the names of available drivers with the start time and shift allocated to each one. An example is at pages 810-811 with emails dated 2 September 2024 making

arrangements for Tuesday 3 September 2024. On page 810 the claimant has been given a driving shift with a start time of 3.15 am.

The respondent is supplied with no details of the vehicle, the load, the route, the number of driving hours or the timing and nature of any breaks and nor is any of this information asked for. The respondent allocated shifts but it did not allocate routes or produce the route sheets or manage the delivery operations and timings.

Mr Ashford only communicates further with BOXT if any driver becomes sick or cancels a shift and in turn the respondent is told via the generic inbox driving@greenlightrecruitment.co.uk if there is any change in start times or in the driver numbers needed. In other words there is an exchange of only very basic information.

PD told us that he had *'little to do with Alex until the grievance [of 10 September 2025]'* and that the respondent only passes on *'BOXT's instructions...BOXT has operational control of the drivers'*

8. The claimant and other drivers would arrive at BOXT's premises and obtain the van key and a set of written instructions from a box with a code, then set off for the day's work in a pre-loaded van. At the end of the day the van and the key was returned in the same way. The claimant says that he almost never saw or met any BOXT employees or managers. All communication between him and BOXT went through the respondent. There was no de-brief with BOXT employees or the BOXT Transport Manager at the end of each shift. Paragraph 7.5 of the amended ET3 on page 58 of the bundle is inaccurate.
9. Prior to his disclosure/grievance, the claimant was offered regular and reliable work shifts with BOXT which maintained his weekly income. His performance on assignments was not queried or criticised nor was his behaviour or conduct.
10. The relevant documents in the bundle indicate that the claimant was a willing and flexible driver in his work with the respondent. He agreed to shifts commencing at all times even early mornings, he often agreed to swap shifts or work on one of his rest days and rarely cancelled assignments. It was not until his emails of 5 and 10 September 2024 that he, to use his own words, *'snapped...at my wit's end.'*
11. We agree with the claimant's submissions at paragraph 31 that there is no evidence of insubordination or failure by the claimant to comply with lawful instructions during his employment with the respondent and no history of any investigation by the respondent into any alleged misconduct issues.
12. The respondent's tasks were to advertise for and recruit drivers to its organisation, to allocate individual drivers to the assignments notified by BOXT and to collate the timesheets completed by the drivers which were then sent to Payme. Certainly the claimant also believed that he should direct queries and complaints to the respondent's operating and compliance managers through the generic in-boxes including info@greenlightrecruitment.co.uk. and via What's App messages for example at pages 450-456. The messages of Thursday 5 September 2024 are analysed below.
13. The claimant was paid (including 'rolled up' holiday pay) by a professional Human Resources and payroll company named Payme Limited (and its predecessors) with which he had a 'contract of employment'. There are two

printed contracts, with electronic signatures, on pp181 to 220 of the bundle, dated 18 December 2023 and 18 April 2024.

14. Payme was, in accordance with paragraph 2 of Ms Jolly's witness statement, involved in hiring drivers, *'assisting them in fulfilling their assignments'*, calculating their pay from timesheets supplied by the respondent and, as part of what she calls the 'umbrella payroll industry' regulated by the FCSA (Freelancer and Contractor Services Association), identified itself as their legal employer. She says that Payme had no direct control or supervision of the work done by the claimant on his BOXT assignments.
15. Payme contractually indemnifies its clients including the respondent in relation to any employment law litigation including claims in the employment tribunal. There are separate commercial terms of business between the respondent and Payme which appear at pages 162-179 of the bundle.
16. AJ says that Payme ensured that it had *'a fair and non-discriminatory process for the termination of employee employment contracts'* (her paragraph 9).
17. We anticipate that this indemnity is the reason why the respondent assumed that, upon receipt of what PD calls the claimant's *'grievance'* dated 10 September 2024, it could hand it over for Payme to deal with and handle directly and without involvement by Green Light. Thus, there was little or no activity by the respondent in any discussion, health and safety consultation, investigation, risk assessment or consideration of adjustments/adaptations to the claimant's work save for one 20-minute telephone conversation between him and PD on 11 July 2024 after which they had no further contact.
18. We do not accept and have been shown no contractual provision which requires the respondent to unequivocally *'obey'* Payme's instructions about how to deal with an individual driver particularly on cessation of work and/or termination. We find that the respondent had no obligation to accept instructions from Payme. It was not the case, as PD says in his paragraph 26, that, *'Payme instructed Green Light to stop offering shifts to Alexander at BOXT and offer alternative assignments at other clients if possible.'* (our emphasis.) Nor that, *'Alison repeatedly instructed us not to offer Alexander any further shifts working with BOXT'*
19. It was rather the case, we find by reference to the relevant email correspondence set out below, that the respondent and Payme agreed not to rota the claimant for any further work for BOXT after Thursday 16 September 2024 in the mutual knowledge that it was highly unlikely that any suitable alternative van-driving assignments would be available for the reasons stated in paragraph 5 above; BOXT is 95% of the van-driving work and a longstanding driver exclusively did the non-BOXT work (see paragraphs 41-47 of PD's statement).
20. In AJ's statement she says, in paragraph 16 that she *'recommended to the Respondent that the Claimant not be offered any further assignments with Boxt (sic) due to my concern over the duty of care we owed to the Claimant and concerns over the nature of the work, length of shifts and impact on him...Payme made the decision to terminate the Claimant's contract. Further the Respondent would be indemnified against these claims ...the Respondent would not be responsible for the alleged discrimination.'*

21. We are satisfied that this is not the same scenario described by PD '*Green Light did not make any decision to remove Alexander from Boxt. We implemented Payme's instruction.*'
22. In fact, the respondent and Payme agreed on a course of action which was to offer the claimant no further shifts with BOXT in the almost-certain knowledge that there was no other work, to continue with the fiction that there was no BOXT work available, and thereafter to let a period of time elapse, in accordance with Payme's procedures, whereby the claimant's 'employment' with Payme terminated. A P45 was sent to him by Payme on 4 November 2024 confirming this termination..
23. These were acts and deliberate failures to act done, in substantial material part, by the respondent on the ground that the claimant made a qualifying protected disclosure on 10 September 2024. We find that these acts/omissions were not done by reason of concerns expressed by AJ about the claimant's physical welfare or because of his misconduct consisting of his '*own choices*' and '*unsafe practices*' in refusing to follow BOXT's safety guidance (PD paragraphs 30 and 38)
24. The respondent acted in conjunction with Payme in the claimant being offered no shifts after 16 September 2024 which in turn led to the ending of his engagement finalised by the issue of a P45 to him (page 1003).
25. We make further findings below.

The claimant's status as a worker

26. As we have said, the respondent had a mistaken belief in its lack of responsibility for the claimant and the extent of the indemnity it held from Payme. It is accurate to say that the respondent had little or no supervision, control or direction over the work done by the claimant for BOXT. Paragraphs 6-8 and 11-18 of PD's statement are correct.
27. The Tribunal has therefore found that the claimant is not an employee of the respondent under section 230(1) Employment Rights Act 1996 because of the lack of requisite control. The judgment of EJ Maidment dated 10 October 2025 on pages 78-79 finds that he is either a worker for the respondent under s230 (3) (b) or under section 43K (a) of the 1996 Act, which extends the definition of worker to include individuals (not falling within the definition in section 230(3)) to those who are supplied or introduced by a third party (i.e. the respondent as an employment service provider) where the terms on which he is engaged to do the work are in practice substantially determined not by him but the person for whom he works or by a third person or both. Therefore the claimant at all material times was a worker employed by the respondent for the purposes of his whistleblowing detriment claim.
28. We reiterate that the claimant makes no claim against BOXT or Payme.
29. Unfortunately, the judgment of 10 October 2025 was not sent to the parties by the Tribunal until 4 March 2026 for which apologies are due to them.
30. That judgment also decides that the claimant was at all material times in the employment of the respondent under the extended definition in s 83(2)(a)

Equality Act 2010 and/ or has the status to bring a claim against the respondent as an employment service provider. Thus the respondent had the putative duty to make reasonable adjustments for the disabled claimant.

31. Pages 81-85 of the bundle are the case management orders made on 10 October 2025 which confirm and clarify the claims and issues identified at an earlier case management preliminary hearing before EJ Maidment on 9 May 2025, sent to the parties on 20 May 2025.
32. Thereafter the respondent amended its Response on 12 June 2025

Disability Discrimination

33. The claimant has throughout these proceedings relied only on his insulin-dependent Type 1 diabetes diagnosed on 15 December 1997 as the relevant disability in relation to his complaint under sections 20-21 of the 2010 Act. He monitors his own blood sugars and injects himself. If he was not treated with insulin it is almost certain that he would lapse into a coma and die.
34. The respondent has, since the issue of the ET1 on 7 November 2024 until Mr Ratledge's written submissions were sent on 2 July 2026 (20 months) disputed the claimant's status as a disabled person. This position has been maintained despite the content of paragraph 9 of the Preliminary Hearing Case Management Order of 10 October 2025 on page 82 of the bundle which states '*it appears difficult for the respondent to dispute disability.*' Paragraph 24 of the respondent's submissions now concedes that the claimant has, at all relevant times for the purposes of these proceedings, qualified as a disabled person under section 6 of the 2010 Act.
35. The respondent also concedes that it knew from the start of the claimant's employment that he had a disability '*because of the serious nature of the condition.*'
36. In these circumstances it is no longer necessary to rehearse the quite extensive written and/or oral evidence which was collated and heard around these two questions.
37. In the light of the 10 October 2024 judgment about the status, within the respondent's business model, of workers like the claimant and the respondent's liability for such workers as an employment service provider we informally recommend that the respondent seeks further expert advice and engages in training for its staff regarding disability discrimination issues.
38. In order to succeed in a claim for failure to make adjustments a disabled claimant must show that the respondent has a '*provision, criterion or practice [PCP] which puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled.*'
39. Only if that PCP can be shown does a respondent have a duty to take '*such steps as it is reasonable to have to take to remove the disadvantage.*'
40. We are satisfied that the claimant is unable to show any such relevant PCP required by the respondent and therefore his complaint of disability discrimination does not succeed. We agree, having considered all the additional evidence available at this hearing together with the assessment of Employment Judge

Maidment when making a deposit order on 10 October 2025 that all the PCPs pleaded by the claimant are practices of BOXT and not of the respondent.

41. The agreed List of Issues on page 53 of the bundle finalised on 9 May 2025, which has not been challenged, identifies three PCPs in paragraphs 6.2.1-6.2.3:
- That the respondent required drivers to work long hours, up to 15 hours per day: we find that this was not a requirement of the respondent. The claimant undertook the deliveries and did the day's work, however long it took, required by BOXT.
 - That the respondent required the claimant to work without rest breaks during the working day and/or that the nature and length of the working day meant that it was not feasible to take breaks; we find that the respondent did not control or instruct the claimant in his work during a working day and therefore did not have any provision, criterion or practice regarding designated breaks, where, when and for how long breaks occurred, if at all. The timing of the deliveries, the working day and the opportunity for breaks were all matters solely dictated by BOXT.
 - That the respondent required the claimant to lift and handle heavy un-wieldy items on his own without help; this is not a PCP imposed by the respondent which had no control over the items pre-loaded into the van for delivery to BOXT's customers or over the circumstance and timing of the eventual delivery, often 100s of miles away.
- 38 We refer to our findings of fact above about the claimant's work and working relationship with BOXT and its managers and to EJ Maidment's findings on page 88 that the only responsibility of the respondent regarding the claimant's pay was to check with BOXT that the timesheets were accurate and to pass the timesheet information to Payme which would administer the payment of wages and all benefits to the claimant. The respondent then paid the Payme invoice for services provided. On page 88 the Employment Judge finds, *'the respondent was aware of the hours the claimant had worked on each day, but not where he had been and the nature of the delivery made.'* We agree with this finding.
42. The claimant cannot show that any of the pleaded PCPs were requirements of the respondent which were applied generally to its workers. The first component of the statutory test under section 20 Equality Act 2010 is not met in showing that the respondent had any of the pleaded practices. These were practices of BOXT.
43. By reference to the claimant's written submission, we are certain that, in the history of these proceedings, he has neither argued nor shown any other PCP than the three PCPs identified above. There is no evidence that he has raised, enquired about or complained of any PCP, for example, that it was the respondent's practice to decline or refuse to make any advance enquiries from BOXT as to the routes or destinations allocated to drivers.

Deposit Order

44. The allegations and arguments in the claim of disability discrimination have failed for the same reasons as set out in the Deposit Order of 10 October 2025. Accordingly the claimant is treated as having acted unreasonably in pursuing that

claim which had little reasonable prospect of success. The deposit of £25 is retained and will be paid to the respondent.

45. The Tribunal makes no award of costs against the claimant of its own initiative.

Public Interest Detriment

46. The claimant makes this complaint under section 47B Employment Rights Act 1996. These are sometimes called detriment claims and significantly there is a lower causation hurdle for a detriment claim than there is for unfair dismissal. The claimant need only show that his disclosure was a significant or material factor in the respondent's decision to do acts (or to deliberately fail to act) in a way which caused him detriment on the ground of his whistleblowing. In unfair dismissal he must show that the protected disclosure is the sole or principal reason for the dismissal.
47. The claimant's case is that following a disclosure made by him in an email dated Tuesday 10 September 2024 which is on pages 424-425 of the bundle and addressed to 'whom it may concern' at info@greenlightrecruitment.co.uk he was subjected to detriment. He says that the acts of the respondent which caused him detriment were to take the decision to cease to send him any more assignments/allocate shifts at BOXT after Monday 16 September 2024. In the event of the subsequent and, according to PD, inevitable failure to find him work outside the BOXT contract then his engagement with the respondent ended and was terminated by the issue of a P45 by Payme on 4 November 2024.
48. The disclosure. The relevant disclosure is made in a 10 September 2024 email ('the disclosure'), not copied to BOXT or Payme, and was dealt with by PD. It is headed '*Concerns regarding Working Hours, Manual Handling Practices and Vehicle Defects*' and commences '*I am writing to express my serious concerns about the working hours and manual handling practices at BOXT.*'

We are thus satisfied that its intention was to raise the claimant's concerns about a range of practices at BOXT which affected not just him and his work but presented risk and difficulty to other workers, contractors and members of the public.

49. It is not just an account of his own difficult and exhausting 14-hour shift on the preceding day, 9 September 2024, but also refers generally to '*physically demanding tasks that I believe breach recommended safety practices.*' He states that his 9 September 2024 shift including driving over 500 miles in a 14-hour assignment was '*not unusual.*'
50. In the final paragraph the claimant requests '*an immediate review of these practices to ensure compliance with safety regulations and legal working hour limits. Proper training, adequate support and adherence to safety guidelines must be enforced to prevent such issues in future.*' This paragraph shows his public interest concerns, both current and in the future, in the health and safety of others outside his individual working environment.
51. We have referred to the disclosure in the singular but it has four headed paragraphs numbered 1-4. It is the respondent's argument that paragraphs 1 and 2 contain only statements of applicable law in relation to working hours and manual handling. The claimant agreed with this statement under cross-

examination. However, we are persuaded that the reference to '*several concerns*' and to unsafe practices and violations of regulations consists of disclosure of information that the claimant reasonably believed was made in the public interest affecting others and which tended to show that the '*health and safety of any individual has been, is being or is likely to be endangered*'.

52. The relevant statutory provision is section 43B of the 1996 Act which defines disclosures qualifying for protection.
53. Numbered paragraph 3 of the disclosure headed '*Inadequate Rest Periods*' again refers to the long hours and demanding nature of the claimant's shift as generally '*compromising safety*.' This is over and above his complaints about his individual employment rights.
54. The respondent concedes that numbered paragraph 4 of the disclosure headed '*Vehicle Defects*' is a qualifying disclosure of information as required by section 43B and that the claimant, in making it, had a (subjective) and objectively reasonable belief, that he was making it in the public interest. The claimant told us he referred in his 5 and on 10 September 2024 emails to multiple different vehicles. In answer to questions from respondent's counsel he said that after he complained of defects in the van he was driving it was then allocated by BOXT to another driver thus failing to correct the problem he had reported which was that the vehicle was unsafe. He added '*I could also have hurt or injured someone from fatigue when I was driving*.'
55. In his ET1, witness statement and oral evidence the claimant clearly states at paragraph 3.2A that '*these disclosures were made in the public interest because the issues involved driver fatigue, unsafe commercial driving, heavy manual handling, vehicle defects and risks to other road users, not only my own position*.'
56. The Grounds of Complaint on page 15 of the bundle give a description of breach of safety standards, unresolved vehicle defects, jeopardising safety and operational efficiency and request '*a prompt review of theses practices to ensure compliance with safety regulations and legal working hour limits*.' These are matters relevant to the public interest and not restricted to the claimant's '*own personal interest*' as it was put to him in cross-examination.
57. We have also considered a sequence of earlier messages sent by the claimant to the respondent on Thursday 5 September 2024 which are found on pages 453-455 of the bundle. These messages are not pleaded or argued by the claimant to be protected disclosures but they are of evidential value to show the claimant acting in the public interest as well as his own. The messages show the context and surrounding circumstances which demonstrate the claimant's growing health and safety concerns. He sends a photograph of a van tyre and informs the respondent of apparently '*illegal*' worn tread depth of below 1.6mm pointing out '*they spin in the wet which is why I double-checked them while I was in Glasgow*.' He similarly points out that the van engine warning light indicates a service is 8000 miles over-due.

The respondent does raise the issues with BOXT and passes on BOXT's replies but the claimant responds again to point out that, with due regard to '*driver safety...especially when driving long distances*', a promise by BOXT to change the '*illegal*' tyres on Tuesday 10 September, five days later, and an offer to give him personally another van does not address the public safety question, '*I*

appreciate him offering me a different van but that just shifts the risk to someone else.'

58. The respondent accepts that the disclosure was made to it as the employer and thus was made to an appropriate person under section 43B.
59. There is no requirement in law that in order to show that there are '*group issues not limited to himself*' (paragraph 10 respondent's submissions) and for his disclosure to be in the public interest the claimant must discuss his whistleblowing with others including his fellow workers.

In fact, AJ believed he had done so or might do so because at page 972 in her email of 19 September 2024 at 08:57 to the respondent she writes, '*sorry to continue this saga but I had a really lengthy call with Alex Johnson last night...he seems to have personally taken it upon himself to represent workers at BOXT and bring the issues he has faced to the fore.*'

60. The respondent's submission that the claimant, save only in numbered paragraph 4 of the disclosure, identified no information in the public interest is therefore not accepted by us. We are satisfied that the claimant's disclosure is a qualifying disclosure of information containing factual content under section 43B and does not consist only of allegation or opinion. We find that he believed, at least as part of his motive, the disclosure was made in the public interest and that his belief was reasonable. It tended to show a relevant failure of health and safety protection outside his private workplace and, to use the wording in Chesterton Global Limited v Nurmohamed 2017 EWCA Civ 979, there are a '*sufficiently large number of other employees [who] share the same interest*' in health and safety which is served by the disclosure. In addition, members of the public particularly other drivers on the long journeys driven by the claimant were disclosed as potentially at serious risk.
61. We have also concluded below that the disclosure materially influenced the detrimental treatment received by the claimant.

62. Note re alleged defect in the Tribunal's conduct of the proceedings

In paragraphs 9-10 of his submissions on behalf of the respondent Mr Ratledge complains that the Tribunal unfairly did not permit sufficient cross examination in pursuance of the respondent's argument that the claimant had no subjective belief that his disclosure was in the public interest (the subjective test) and/or that any such belief was not an objectively reasonable one.

We agree that these are issues set out in paragraphs 2.1.2-2.1.6 of the LOI compiled by EJ Maidment on 9 May 2025 on p 52. These matters are raised in the amended Grounds of Resistance in paragraph 10.

We do note that the 10 October 2025 Order of EJ Maidment, sent to the parties on 4 March 2026 refers to the '*health and safety nature of the disclosures as a relevant factor in determining whether the claimant reasonably believed the information given was in the public interest*'. The respondent was therefore on notice of a previous Employment Judge's identification of a crucial aspect of the public interest nature of the disclosure namely that it may encompass wider health and safety concerns. We took this into account in a fair and comprehensive way during our consideration of the evidence and our deliberations.

63. We cannot agree, as respondent's counsel contends, that during the claimant's cross-examination we expressed or demonstrated a '*closed mind*' on this issue or that it has been difficult for us '*to reach a fair conclusion on all the evidence*'.

As Mr Ratledge agrees, the claimant answered several questions on this point and the respondent has submitted quite lengthy closing arguments on the point in paragraphs 7-13 of the respondent's written submission. We have considered this information in reaching our unanimous decision. The following matters were also considered:

64. The claimant's witness statement, which we read in advance of his cross examination, in which he clearly states in paragraphs 3.2 3.2A 3.6-3.7 that his disclosure described matters which created risks not only to himself but to other drivers and members of the public and were arguably breaches of statutory duties.
65. Cross examination was curtailed on whether his disclosure qualified as being in the public interest. The Tribunal has general powers in rule 41 Employment Tribunal Procedure Rules 2024 (made under the Employment Tribunals Act 1996) to '*regulate its own procedure and must conduct any hearing in the manner it considers fair, having regard to the overriding objective.*' There is therefore power to restrict the number of questions asked in relation to issues where the Tribunal considers the conclusions are clear from the witness statements and to direct that the time and resources available in the hearing are used to explore the key questions, for example, that of causation.
66. We noted that none of the arguments made by the respondent concerning the absence of a public interest element in the disclosure are made by PD in his witness statement. PD just says that he knew of no earlier concerns raised by the claimant and told him he must contact BOXT and Payme because the respondent '*had no authority to alter BOXT's working environment.*'
67. PD does not say that he could identify no public interest concerns in the 10 September 2024 email nor that he read that email as only a complaint about the claimant's own shift, his own work or only his own '*personal interest*' as Mr Ratledge put it.
68. The claimant made parallel complaints to public bodies including the Health and Safety Executive on 18 September 2024, to the Employment Agency Standards Inspectorate on 25 September 2024, to the Gangmasters and Labour Abuse Authority on 25 September 2024 and to HM Revenue and Customs (National Minimum Wage) around the same time. We have made no detailed findings about these complaints or the responses received by the claimant but we note that they illustrate his contemporaneous subjective belief in the public interest nature of his disclosure.
69. AJ in her email to the respondent dated 19 September 2024 acknowledges what she perceives to be the claimant's belief in the public interest nature of his disclosure as aiming to protect the BOXT workforce.

Causation

70. The claimant did not work on 10 September 2024 following his difficult 9 September shift; he cancelled his next day's assignment. He does not usually work Wednesdays and therefore did not drive for BOXT on Wednesday 11 September 2024 but was given work and carried out shifts on Thursday 12, Friday 13 and Monday 16 September 2024. He was not offered any work at BOXT or for any other client of the respondent on Tuesday 17 September 2024 or any date thereafter. Indeed he was not asked to supply any dates of availability after 16 September 2024.
71. It is the respondent's contention that the allocation of these further three shifts demonstrates that it did not take such drastic objection to the claimant's disclosure that it imposed the detriment of an immediate ban on any further work for him. This is part of the respondent's argument that the disclosure was not a significant or material cause of the detriment pleaded and argued by the claimant.
72. We find that these three dates were day shifts/assignments pre-allocated before the disclosure because the claimant was usually asked for and sent dates of availability up to a week in advance and received regular work on set days. We accept the claimant's evidence that the respondent was unlikely to take him off those pre-allocated rotas and cause the ensuing disruption to an important client involving BOXT's work-load and staff. However, by 18 September 2024, following further communications between the respondent and Payme there was a decision by the respondent to allocate no further BOXT shifts in the sure knowledge that there was no other van driving work to offer. This finding is set out below.
73. Conversely, it is the claimant's argument that the misconduct, insubordination and refusal to follow instructions subsequently and '*retrospectively*' alleged against him together with the respondent's stated concerns for his personal safety and welfare were not, at the time, viewed as sufficiently serious to prevent him being permitted to continue to work for BOXT in the same circumstances as existed pre-disclosure.
74. He further makes the obvious point that none of the solutions the respondent argues were put forward as a remedy for the issues raised by his disclosure (and, it says, rejected by him) could be implemented and trialled because he was not at work to put them into practice after September 16th.
75. On 11 September 2024 at 10am PD sent the claimant's 10 September 2024 disclosure email to Cameron Newcombe at Payme who presumably asked AJ to deal with the matter. Mr Newcombe was not a witness in the tribunal.
76. On the same day PD called the claimant at around 11.30am and spoke to him for just over 20 minutes. The claimant does not recall this conversation. PD kept no recording, transcript or notes of his phone discussion with the claimant. After this call he did not have any further communication or meeting with the claimant let alone carry out any further investigation, consultation, risk-assessment, occupational health referral or take any meaningful remedial or other action in relation to this worker in the respondent's organisation.
77. The only record of the content of this conversation is in a subsequent email sent by PD to AJ on Wednesday 18 September 2024 timed at 15:29 pm at page 969 of the bundle. The email is in response to an email earlier in the day at 14:12 pm

on 18 September 2024 (page 967) from the claimant to the respondent, copied to AJ.

78. The claimant's email is sent 7 days after his call with PD and is a follow up to the disclosure in respect of which he has had no written response. It also significantly highlights that he has *'not received any work this week since outlining these issues...This has raised further concerns about the impact of my feedback and the overall response to the issues I raised.'*
79. We find that the claimant is correct insofar as he has not received any shifts since Monday 16 September 2024 and not been asked for availability or allocated any future work for the remainder of the week or into the next week commencing 23 September 2024.
80. PD writes back to AJ (with a copy to PD's own senior colleague Sean Hudson) with details of the claimant's shifts worked to date and only then (seven days later) conveys to Payme what he has spoken about with the claimant on the morning of 11 September. At the top of page 970 he gives a short account of his 20-minute telephone call with the claimant and the subsequent discussions PD has had with BOXT. It is unclear to what extent BOXT's response was conveyed by PD to the claimant. We have seen and heard no evidence that BOXT told the respondent or AJ that it did not want van driving work to be offered to the claimant if he would not follow their rules. We find that this is not why he was subjected to the pleaded detriment.
81. PD ends the email to AJ with an expression of some exasperation and dis-engagement. By reference to the 10 September 2024 'grievance' (the first worker complaint, apart from the 5 September messages, ever raised by the claimant) he says that *'We found every part of the below email to be contradictory and argumentative and do not wish to engage him further on this matter.'*
82. In cross-examination PD told us that the reference to *'not wish to engage him further'* meant that he wanted to hand the matter over to Payme and cease direct communication with the claimant.
83. It is the claimant's case that PD did not, during any conversation with him, offer him shorter shifts and that he did not reject any such suggestion. We have seen no written evidence of such an offer. Again, after 16 September 2024 the claimant had no opportunity to trial any such changes.
84. AJ's response to PD is the email at page 972 timed at 08:57 in which not only does she express her negatively expressed opinion, as noted above, that the claimant is assuming the role of representative for other BOXT drivers but also recounts part of the content of her own telephone call for 36 minutes with the claimant the preceding evening which she describes as *'I really did not know what else to say to close the call in all honesty, it was nearly 30 mins long!'*

We find this to be a notably unhelpful approach from an organisation believing itself, at the time, to be the claimant's employer with all the duties and responsibilities that position involves.

85. The claimant accepts that the transcript of this call on pages 1033-1050 of the bundle is substantially accurate. He had telephoned Payme after having received the email from AJ on pages 439-440 dated 18 September 2024 and timed at 4:28 pm, not copied to the respondent, in which she relays *'information'* received from

Greenlight. We find that the exact content of that evening conversation is less relevant than the ensuing joint reaction of AJ and the respondent to it.

86. AJ's account delivered to PD at page 972 of the call with the claimant also expresses exasperation. She writes a long list of the claimant's concerns and appears annoyed and flustered by the number of issues raised by him and the fact that *'he has countered every piece of information I provided him with in terms of break times, manual handling etc. by saying that the rules surrounding these cannot be adhered to in reality.'*

The claimant agrees (for example in paragraph 31 of his written submission) that he did attempt to describe the practical realities of his working day driving for BOXT. However he says that nowhere in the 18 September 2024 conversation with AJ did he express insubordination or a refusal to comply with the instructions given by BOXT. We agree that this is the case.

We reiterate that PD told us that he listened to the recording of this call. If that is the case then we are surprised at his conclusion in paragraphs 27 and 28 of his witness statement that *'many of the issues Alexander complained about were the result of his own choices and not any failing by BOXT, Greenlight or Payme'*

In the transcript the claimant does express at length his concerns over practical difficulties with the length of his shifts, his lack of breaks and rest and his manual handling duties. He does indicate that other drivers are experiencing similar problems. He identifies possible legal remedies he may seek but makes no litigation threat. He and AJ undertake a lengthy analysis of his recent pay and tax position. The claimant does not state a refusal to follow BOXT rules and protocols or say that he intends to embark on a course of conduct in contradiction to instructions issued by BOXT or the respondent. He does not say that he intends to prejudice his own safety and welfare or that of others.

AJ agrees at the end of the call to act neutrally, that *'Greenlight have sort of felt that they can provide me with information and I can provide that back to you, maybe for me to act a little bit of a buffer between them (sic), so I am not taking sides on this because there are no sides as I say just trying to present the information.'*

87. We find that neutrality in reaction to the claimant's disclosure was not demonstrated. First, on page 969, having read PD's assessment of the disclosure as *'contradictory and argumentative'* AJ writes on 18 September at 15:34 pm (before speaking to the claimant later that evening):

'Thanks Paul, leave him to me!

I want to take you out of the loop now and address his email as his employer.

I can't guarantee that he won't contact you again as I think he will ask for any available shifts but if you stick to the 'lack of suitable shifts' line then he will become part of our termination process within three weeks, and we can look to terminate his contract and p45 him as part of our standard internal procedures' (Tribunal's emphasis).

88. We find that this email is clear evidence that by 15:34 pm on 18 September 2024 the respondent had agreed as a joint decision with Payme that no further work would be offered to the claimant and that it would maintain a *'line'* that no suitable

shifts were available. This joint decision was taken prior to further discussion with the claimant to address the public interest matters raised by his disclosure.

89. Moreover AJ promises, as part of the joint decision to eventually terminate the claimant's engagement with the respondent and his 'employment' with Payme, that she will implement the standard internal termination process described in paragraph 9 of her witness statement and which occurs automatically after three weeks of *'inactivity'* with Payme.
90. We are certain that this is the point at which the pleaded detriment was decided upon by the respondent and imposed. It resulted from actions of the respondent acting in conjunction with Payme done on the ground of the 10 September 2024 disclosure. The treatment of the claimant by the respondent in all these circumstances was materially influenced by the disclosure the claimant made.
91. The subsequent correspondence in the bundle underlines the decision /actions taken by the respondent on 18 September 2024. On 19 September 2024 at 09:26 PD wrote to AJ on page 971 *'Yes, let's just leave his employment with yourselves to wind up naturally. We've made our legal team aware in case anything further was to arise.'*
92. PD then refers to the joint decision by the respondent and Payme,

'I'll reply to him as discussed to advise about our decision to not offer him shifts being a duty of care once the legal team has responded to okay it'. (our emphasis)

We read this sentence as a confirmation from the respondent that it will not only maintain the *'line'* but also construct a second reason for the detriment which is to say that it's actions are being done to protect the claimant's welfare.

AJ responds *'Completely agree. Fingers crossed he gets another job and forgets all about his little campaign!'*

AJ also uses the plural on page 972 *'I think we just carry on as we said, you don't offer shifts and within a few weeks he becomes part of our termination/p45 process because he won't have worked.'*

93. In cross examination PD agreed that there was a *'united front'* 'agreed upon by the respondent and Payme and that they had spoken as well as corresponded in writing about this. It was put to him by the claimant that the respondent was not just a *'passive administrative intermediary'* and PD agreed that, *'we were involved in discussions as one of the parties.'*
94. The respondent was not acting on an instruction from Payme. The email from AJ to PD on 24 September 2024 timed at 10:54 (page 975) is therefore confusing in response to PD's somewhat surprising request for her to *'advise as employer if you are wanting us to continue to offer him work or not?'*. She writes, *'I do not think it is advisable to offer him any further assignments at BOXT.'*

We reiterate our finding that the respondent had already agreed six days' earlier on 18 September 2024 in conjunction with Payme that no further shifts would be allocated to the claimant and his engagement as a worker would terminate.

The early conciliation notification had already been received by ACAS on 23 September 2024 (page 8).

95. We find that the respondent made no attempts to find van driving work for the claimant outside the BOXT contract. Other van drivers working for the respondent continued to work regularly for BOXT.
96. On 11 October 2024 at pages 1001-1002, still during the ACAS early conciliation period, in a letter headed 'Written response to your email of 10 September 2024' the respondent finally wrote formally to the claimant.
97. In that letter it still asserts that Payme is the claimant's employer. This is in contradiction to the letter at page 1003 notifying issue of a P45 and written by Payme on 4 November 2024 which records the claimant's last working day as 27 September 2024.
98. The respondent's 11 October letter states that the respondent '*may not offer you further work due to these unsafe practices.*' The reference to 'unsafe practices' is to the claimant's alleged refusal to take '*required breaks*' and his having '*chosen to have untaken(sic) unsafe manual handling rather than adhere to Buxt's unloading procedure*'.

At the risk of repetition we reiterate our findings above which are that the evidence in this case shows no such refusal to adhere to BOXT's procedures nor a refusal by the claimant to take breaks.

By 11 October 2024 the respondent had already decided on 18 September 2024 not to offer the claimant further work with BOXT and to take no steps to find him other van driving work. The substantial and material reason for that detrimental treatment was that he made a qualifying protected disclosure.

Conclusion

99. In the circumstances of this case and taking into account all the written and oral evidence and the parties' submissions we unanimously conclude that the claim of disability discrimination DOES NOT SUCCEED.
100. The complaint that the claimant has been subjected to detriment as a result of the cumulative impact of his qualifying protected disclosure which materially influenced the action of the respondent in not allocating him any more assignments after 16 September 2024 and thereafter terminating his engagement as a worker SUCCEEDS.
101. The compensation to which the claimant is entitled will be determined at a two-day remedy hearing on **19 and 20 October 2026 in Leeds by CVP.**

Approved by Employment Judge Elgot

Date: 14 September 2026