



EMPLOYMENT TRIBUNALS

Claimant: Ms Maria Price

Respondent: Pureclean Environmental Limited

Heard at: Bristol **On:** 22 – 25 June 2026

Before: Employment Judge D Gray-Jones
Tribunal Member C Monaghan
Tribunal Member L Fellows

Representation

Claimant: In person, assisted by her partner, Mr P Renton

Respondent: Mr P Diamond, Counsel

JUDGMENT

1. The claim for unfair dismissal is not well-founded and is dismissed.
2. The claims for direct age and disability discrimination and failure to make reasonable adjustments are not well-founded and are dismissed.

REASONS

1. This is the unanimous judgment of the Tribunal. In a claim presented on 13 March 2025 the Claimant brought complaints of unfair dismissal, sex, age and disability discrimination against the Respondent. The sex discrimination claim was subsequently withdrawn.

The Hearing

2. Claimant has appeared as a litigant in person, assisted by her partner, Mr Paul Renton, and the Respondent has been represented by Mr Paul

Diamond of Counsel. The Tribunal heard evidence from the Claimant and from Mr Renton. There was a written statement from Mr Stephen Bishop, to which the Tribunal gave such weight as it considered appropriate.

3. The Tribunal heard evidence on behalf of the Respondent from Ms Rebecca Marks, HR Consultant, and Mr Alex Hatherall, the Managing Director of the Respondent.
4. The Claimant had applied and been granted a witness order in respect of Ms Joanne O'Toole, a former employee of the Respondent. Ms O'Toole did not attend the Tribunal to give evidence. She emailed the Tribunal stating that she was unable to attend for various reasons and would provide a written witness statement. As stated, she did not attend the Tribunal, and no witness statement was provided by her. Her failure to comply with the witness order was referred to the Regional Employment Judge for him to take such further action as he considered appropriate.
5. There was an agreed bundle. There was some delay at the start of the hearing as a result of the Respondent not bringing hearing bundles to the Tribunal. Fortunately, the Respondent was able to make copies of the bundle and so Tribunal was able to start hearing evidence in the afternoon of the first day.
6. We considered that there were shortcomings in the way that both parties had prepared their cases. We viewed the Respondent as more culpable in relation to these as it was legally represented. The witness statements for both parties did not address key factual disputes identified in the list of issues.

The Issues

7. The issues of the case were discussed and agreed at a Preliminary Hearing before EJ Oldroyd on 16 July 2025. They are:

Constructive unfair dismissal

- 1.1 The Claimant claims that the Respondent acted in fundamental breach of contract in respect of the express / implied term of the contract relating to mutual trust and confidence. The breaches were as follows:
 - 1.1.1 The Claimant was deprived of training opportunities as from about May 2023 after the implementation of new software.
 - 1.1.2 Work was allocated away from the Claimant as from May 2023 meaning that she was unable to achieve targets and a bonus.
 - 1.1.3 As from May 2023, the Claimant did not have formal reviews/ appraisals.

- 1.1.4 A letter of concern was issued on 25 May 2024 which was unfair.
- 1.1.5 The Claimant was asked by the Respondent to “bury” an invoice and not pay it.
- 1.1.6 In the summer of 2024, the Claimant was not immediately provided with an air conditioning unit which she needed because of her disability.
- 1.1.7 In October 2024, the Claimant was asked to set up a “tracking system” for ordering. This was then used as a tool to complain about the Claimant’s conduct.
- 1.1.8 Concerns were raised over the ledger by Mr Hatherall in early December which were unfair and unfounded.
- 1.1.9 The Claimant was subjected to a disciplinary investigation on 19 December 2024 which was unfair.
- 1.1.10 The Claimant disciplinary outcome was sent to the wrong person.
- 1.1.11 In January 2025 the Respondent failed to comply with a subject access request.
- 1.1.12 In January 2025, the Claimant was unable to pay for orders and blamed for this wrongly.
- 1.1.13 The Respondent failed to uphold two grievances on 7 January and 27 February 2025.
- 1.1.14 In February 2025, the Claimant was on holiday and noted that her work e-mails were being accessed by another employee, Denise. Denise had informed a supplier that the Claimant would be away for 4 weeks when in fact she was only due to be away for one week.

(The last of those breaches was said to have been the ‘last straw’ in a series of breaches, as the concept is recognised in law).

1.2 The Tribunal will need to decide:

- 1.2.1 Whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the respondent. The Tribunal will need to decide whether the breach was so serious that the claimant was entitled to treat the contract as being at an end; and
- 1.2.2 Whether it had reasonable and proper cause for doing so.

- 1.3 Did the Claimant resign because of the breach? The Respondent says that there were no breaches that justified the resignation.
- 1.4 Was there delay or other conduct amounting to affirmation before the Claimant resigned?
- 1.5 In the event that there was a constructive dismissal, was it otherwise fair within the meaning of s. 98 (4) of the Act?

Disability

- 2.1 Did the Claimant have a disability as defined by section 6 of the Equality Act 2010 at the time of the events complained about?
- 2.2 Following the Preliminary Hearing the Respondent conceded that the Claimant was disabled at the material time by reason of menopausal symptoms.

Direct age and disability discrimination (Equality Act 2010 section 13)

- 3.1 The Claimant's age group 50-55.
- 3.2 The Claimant says she is disabled because she has menopausal symptoms.
- 3.3 Did the Respondent do the following things:
 - 3.3.1 The Claimant was deprived of training opportunities from about May 2023 after the implementation of new software.
 - 3.3.2 Work was allocated away from the Claimant as from May 2023 meaning that she was unable to achieve targets and a bonus.
 - 3.3.3 As from May 2023, the Claimant did not have formal reviews/appraisals.
 - 3.3.4 A letter of concern was issued on 25 May 2024 which was unfair (disability only)
 - 3.3.5 In the summer of 2024, the Claimant was not immediately provided with an air conditioning unit which she needed because of her disability.
 - 3.3.6 In October 2024, the Claimant was asked to set up a "tracking system" for ordering. This was then used as tool to complain about the Claimant's conduct (disability only)
 - 3.3.7 Concerns were raised over the ledger by Mr Hatherall in early December which were unfair and unfounded.

3.3.8 The Claimant was subjected to a disciplinary investigation on 19 December 2024 which was unfair.

3.3.9 The Respondent failed to uphold two grievances on 7 January and 27 February 2025.

3.3.10 In February 2025, the Claimant was on holiday and noted that her work e-mails were being accessed by another employee, Denise. Denise had informed a supplier that the Claimant would be away for 4 weeks when in fact she was only due to be away for one week.

3.4 Was that less favourable treatment? The Tribunal will have to decide whether the Claimant was treated worse than someone else was treated. There must be no material difference between their circumstances and those of the Claimant. If there was nobody in the same circumstances as the claimant, the Tribunal will decide whether she was treated worse than someone else would have been treated. The Claimant says she was treated worse than the site manager, Doriana.

3.5 If so, was it because of disability or age?

3.6 Is the Respondent able to prove a reason for the treatment occurred for a non-discriminatory reason not connected to disability or age?

3.7 In so far as age discrimination is concerned, was the treatment a proportionate means of achieving a legitimate aim? The Respondent has been given permission to further set out its position.

Reasonable Adjustments (Equality Act 2010 ss. 20 & 21)

4.1 Did the Respondent know or could it reasonably have been expected to know that the Claimant had the disability? From what date?

4.2 A "PCP" is a provision, criterion or practice. Did the Respondent have the following PCPs:

4.2.1 Requirement to work fixed hours without flexibility;

4.2.2 Requirement to participate in video meetings with camera enabled;

4.2.3 Failure to provide regular one-to-one wellbeing check-ins;

4.2.4 Expectation to maintain a full workload and meet unadjusted deadlines.

- 4.3 Did the PCPs put the Claimant at a substantial disadvantage compared to someone without the Claimant's disability?
- 4.4 Did the Respondent know or could it reasonably have been expected to know that the claimant was likely to be placed at the disadvantage?
- 4.5 What steps (the 'adjustments') could have been taken to avoid the disadvantage? The Claimant suggests:
 - 4.5.1 Introduction of flexible working hours or a reduction in working hours, to accommodate fluctuations in the Claimant's energy levels, fatigue, and poor sleep caused by menopause symptoms. This would have enabled the Claimant to work at times when she was most able to concentrate and function effectively;
 - 4.5.2 Allowing the Claimant to keep her camera off during video meetings, to reduce anxiety and emotional stress associated with being visibly present on screen, particularly during hot flushes or heightened periods of anxiety;
 - 4.5.3 Regular, proactive one-to-one wellbeing check-ins with her line manager, to monitor health and wellbeing, discuss adjustments, and provide a supportive environment for raising difficulties early;
 - 4.5.4 Adjustment of workload and performance expectations, including extended deadlines and temporary redistribution of tasks, to account for cognitive symptoms such as memory issues, reduced concentration, and mental fatigue;
 - 4.5.5 Referral to or signposting of occupational health and/or the Employee Assistance Programme (EAP), so the Claimant could receive professional advice and tailored support for managing menopausal symptoms while working remotely;
 - 4.5.6 Implementation of a menopause awareness policy and manager training, to ensure line managers understood the potential impact of menopause and could respond appropriately to requests for support or adjustment.
- 4.6 Was it reasonable for the Respondent to have to take those steps and when?
- 4.7 Did the Respondent fail to take those steps?

Remedy

Unfair dismissal

- 5.1 What basic award is payable to the Claimant, if any?

- 5.2 Would it be just and equitable to reduce the basic award because of any conduct of the Claimant before the dismissal? If so, to what extent?
- 5.3 If there is a compensatory award, how much should it be? The Tribunal will decide:
- 5.3.1 What financial losses has the dismissal caused the Claimant?
- 5.3.2 Has the Claimant taken reasonable steps to replace their lost earnings, for example by looking for another job?
- 5.3.3 If not, for what period of loss should the Claimant be compensated?
- 5.3.4 Is there a chance that the Claimant would have been fairly dismissed anyway if a fair procedure had been followed, or for some other reason?
- 5.3.5 If so, should the Claimant's compensation be reduced? By how much?
- 5.3.6 If the Claimant was unfairly dismissed, did she cause or contribute to dismissal by blameworthy conduct? If so, would it be just and equitable to reduce her compensatory award? By what proportion?
- 5.3.7 Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply? If so, did the Respondent or the Claimant unreasonably fail to comply with it by **[specify alleged breach]**? If so is it just and equitable to increase or decrease any award payable to the Claimant and, if so, by what proportion up to 25%?

Discrimination

- 5.4 Should the Tribunal make a recommendation that the Respondent take steps to reduce any adverse effect on the Claimant? What should it recommend?
- 5.5 What financial losses has the discrimination caused the Claimant?
- 5.6 Has the Claimant taken reasonable steps to replace lost earnings, for example by looking for another job?
- 5.7 If not, for what period of loss should the Claimant be compensated for?
- 5.8 What injury to feelings has the discrimination caused the Claimant and how much compensation should be awarded for that?

- 5.9 Has the discrimination caused the Claimant personal injury and how much compensation should be awarded for that?
- 5.10 Is there a chance that the Claimant's employment would have ended in any event? Should their compensation be reduced as a result?
- 5.11 Should interest be awarded? How much?
8. Following the PH the Respondent conceded that the Claimant was a disabled person by reason of menopause symptoms.

The Relevant Law

Unfair Constructive Dismissal

9. A constructive dismissal occurs if an employee can show that their employer fundamentally breached an express or implied term of the employee's contract of employment. The breach has to be serious. An employee who resigns in response to such a breach is viewed as being constructively dismissed by the employer. In legal terms the employee is said to have accepted the repudiatory breach. If the employee has sufficient qualifying service they can bring a claim of unfair dismissal. The employee will lose their right to claim constructive dismissal if they have delayed too long before resigning or there is other conduct inconsistent with acceptance of the breach. These essential elements of a constructive dismissal claim were set out by Lord Denning in the well-known case of **Western Excavating v Sharp [1978] ICR 221**.
10. In this case the Claimant was relying on breaches of the implied duty of trust and confidence. It is an implied term of the contract of employment that the employer will not without reasonable and proper cause conduct itself in a way which is calculated or likely to destroy or seriously damage the relationship of trust and confidence between employer and employee: see **Malik v Bank of Credit and Commerce International SA [1998] AC 20**.
11. Any breach of the implied term of trust and confidence will inevitably amount to a fundamental breach of contract: **Morrow v Safeway Stores Plc [2002] IRLR 9**.
12. The test of whether there has been a breach of the implied term is objective. As Lord Nicholls said in **Malik** at page 35C, the conduct relied on as constituting the breach must: *"impinge on the relationship in the sense that, looked at objectively, it is likely to destroy or seriously damage the degree of trust and confidence the employee is reasonably entitled to have in his employer"*.
13. It is important to emphasise that the test is wholly objective and is not determined by the subjective view of either the employer or employee. The Court of Appeal held in **Tullet Prebon Plc and Others v BGC Brokers LP [2011] IRLR 420** that the legal test involves looking at the

circumstances objectively, from the perspective of a reasonable person in the Claimant's or Respondent's position.

14. It is also important to note that the legal test does not require the employee to establish that the employer intended to breach the implied duty of trust and confidence: **Leeds Dental Team Ltd v Rose [2014] ICR 94**.
15. The implied term of trust and confidence is not breached simply by the employer acting unreasonably: **Frenkel Topping Ltd v King UKEAT/0106/15**.
16. Where an employee relies on a series of actions by the employer which cumulatively are said to amount to a breach of the implied term of trust and confidence justifying repudiation of the contract by the employee the final act or failure to act, or "final straw" does not need to be blameworthy or repudiatory conduct viewed in isolation, but it must contribute something towards the breach, and so an act which, viewed objectively, is wholly innocuous, cannot amount to a "final straw": **Omilaju v Waltham Forest London Borough Council [2005] ICR 481**.
17. An employee will lose the right to claim unfair dismissal if they affirm the contract. Mere delay does not in itself amount to affirmation but if prolonged may be evidence of affirmation. When determining whether there has been affirmation the Tribunal must consider all of the relevant factual circumstances: **WE Cox Toner (International Ltd) v Crook [1981] IRLR 443**.
18. In **Kaur v Leeds Teaching Hospitals NHS Trust [2019] ICR 1** the Court of Appeal gave the following guidance on determining liability in a constructive dismissal case:
 - (1) What was the most recent act (or omission) on the part of the employer which the employee says caused, or triggered, his or her resignation?
 - (2) Has he or she affirmed the contract since that act?
 - (3) If not, was that act (or omission) by itself a repudiatory breach of contract?
 - (4) If not, was it nevertheless a part (applying the approach explained in **Omilaju [2005] ICR 481**) of a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a (repudiatory) breach of the Malik term? (If it was, there is no need for any separate consideration of a possible previous affirmation).
 - (5) Did the employee resign in response (or partly in response) to that breach?

Discrimination

19. Direct race discrimination is prohibited by s.13(1) EqA 2010 which states, "*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.*"

20. Section 23 EqA 2010 provides:

“Comparison by reference to circumstances

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

19. The EAT states in **Virgin Active Limited v Hughes [2023] EAT 130** at [60]:

“Determining a claim of direct discrimination is inherently a comparative exercise. The Employment Tribunal has to consider whether the claimant was treated less favourably than a person with whom he does not share the protected characteristic, or would have been treated, and whether the difference of treatment was because of race, in the sense that race was a material factor.”

20. The burden of proof provisions set out in s.136 EqA 2010 applies to this and all the other complaints in this claim. Accordingly, it is for the Claimant to prove facts which show a prima facie case that she has been subjected to the less favourable or unfavourable treatment alleged because of the protected characteristic of disability or something arising from it or because of protected acts. If she can prove such facts it is for the Respondent to prove that the treatment complained of was in no sense whatsoever influenced by disability or a protected act: **Igen v Wong [2005] IRLR 258**.

21. Although the statutory provision sets out a two stage test there is no error if a Tribunal approaches the issue by focusing on the reason for the treatment complained of (i.e. the reason why the Claimant was treated as they were): see **Shamoon v Chief Constable of the Royal Ulster Constabulary [2003] ICR 337** at [8] to [11].

22. A prima facie case is not made out simply by the Claimant showing a difference in treatment and a difference in status. A Claimant is required to show “something more” before the burden of proof shifts to the Respondent: **Madarassy v Nomura International plc [2007] ICR 867** at [56].

23. Unreasonable treatment does not in itself raise an inference that the employee has been subjected to discrimination: **Glasgow City Council v Zafar [1998] IRLR 36**.

24. Even if a Tribunal concludes that an employer’s treatment of an employee calls for an explanation, that does not mean that first stage of the **Igen v Wong** test is satisfied. There still has to be material to show that any explanation was tainted by discrimination: **B v A [2010] IRLR 400**.

25. A detriment may be shown if a reasonable employee would feel disadvantaged in the circumstances in which they had to work by the treatment complained of: **Shamoon v Chief Constable of the Royal Ulster Constabulary**. It is not necessary to establish any physical or

economic consequence for a detriment to be established, and the test is not wholly objective. It is sufficient that a reasonable worker might take a view that they had been disadvantaged in the circumstances in which they had to work.

Facts

26. These are the Tribunal's findings of fact. Where there was any dispute between the parties about any relevant factual matter the Tribunal determined it on the basis of the balance of probabilities, that is, is it more likely than not that the disputed event occurred.
27. The Claimant joined the Respondent on 14 February 2017. She was appointed Financial Controller in 2018. Between May 2018 and October 2022 the Claimant and Mr Alex Hatherall, the Respondent's Managing Director, were in a relationship. The Respondent is a company providing environmental and transport services to companies throughout the UK via a fleet of HGV vehicles. Its headquarters is in Avonmouth. At the date the claim was presented it employed 22 people.
28. The Claimant was responsible for management of the purchase ledger, maintaining a record of invoices and payments made and ensuring that the ledger was reconciled accurately and in a timely fashion. She was part of an accounts team. At the time the Claimant's employment terminated the accounts team consisted of the Claimant; Joanne O'Toole, who dealt with credit control; and Rhys Draby, who worked as Finance Director on a part-time self-employed basis. Ms O'Toole had replaced Stephen Bishop in 2024 when he left the Respondent.
29. In her role as Finance Controller Claimant worked with Ashley Bain Venn and Doriana Anghelescu. Ashley Bain Venn held the post of Transport Manager and Doriana Anghelescu's role was Site Manager.
30. At the start of her employment the Claimant had been based in the Respondent's office in Cardiff. However, from March 2020, following the onset of the COVID-19 pandemic, she had worked from home and had only attended the Respondent's head office at Avonmouth once a month.
31. On 16 November 2022 the Claimant and other employees in the Respondent's finance team attended training on the use of Xero, an accounting software package that the Respondent had decided to use as a replacement for Sage, its existing accounting software.
32. On 19 January 2023 the Claimant had an annual review [pp.361 – 362 of the bundle]. This was conducted by Mr Hatherall. This review is in generally positive terms. It records that the Respondent was pleased with her performance and that she was viewed as performing above expectations. It records that a new accounting software package, Xero, was being introduced to replace the old system, Sage, and that the Claimant thought that Xero was a better system. It records that the Claimant had received training in Xero.

33. Mr Hatherall's evidence was that he had stopped doing formal appraisals for all employees from May 2023. This evidence was not really challenged by the Claimant and no evidence was presented which showed that the Claimant or any other employee of the Respondent had a formal appraisal after May 2023. Mr Hatherall's evidence was that from May 2023 a more informal process of assessment was used, and that the Claimant was given feedback on her performance, albeit in this more informal manner. Again, this was not really challenged by the Claimant, and the Tribunal is satisfied that there was feedback given to the Claimant about her performance in this manner after May 2023, and that no employees of the Respondent were given formal appraisals after this date.
34. On 23 August 2023 there was a Teams call between the Claimant, Alex Hatherall and Sarah Makepeace, an external HR consultant. This call took place because Alex Hatherall had learned that the Claimant was operating as an estate agent but hadn't asked for permission to do this. The Claimant's contract required her to obtain permission for any work she did in addition to her work for the Respondent. The Claimant was not forbidden from carrying out work for herself or any third party whilst employed by the Respondent provided she had approval and it did not interfere with her work for the Respondent or cause a conflict of interest (clause 17.1 of the Claimant's contract of employment).
35. At the meeting the Claimant confirmed that she was operating an estate agency but that it was not interfering in her work for the Respondent. She also pointed out that Alex Hatherall had encouraged her to set up her own businesses and that she was providing payroll services through her own company. The Claimant's explanations were accepted, and no action was taken following the meeting.
36. The Claimant's case was that the poor treatment which led to her claim began after she gave evidence on the Respondent's behalf in a Tribunal claim brought against the Respondent by a former employee called Mr Andy Pareskeva. A number of questions were put to the Claimant in cross-examination by Mr Diamond concerning this case. However, the difficulty for the Tribunal was that we were not provided with any evidence about the case and in particular the Claimant's involvement, by either party. We do not know what the complaints were, what the issues in the case were, the relevance of the Claimant to these issues, and what the outcome was. The only findings we can make are that there was a Tribunal claim by a Mr Pareskeva against the Respondent which resulted in a hearing at some point in 2023 at which the Claimant gave evidence and that the Claimant found this a stressful experience. The Tribunal's view is that many, if not most people, who give evidence in a court or tribunal find it a stressful experience to some degree.
37. One of the Claimant's complaints was that she was unable to earn her bonus because the scheme required her to manage the ledgers with 100% accuracy. The Claimant's contract of employment does not refer to a bonus scheme. There is a document in the bundle [pp.460 - 462] which is dated 23 May 2024 headed "Performance Bonus Scheme Proposal" and which refers to a discretionary bonus paid on of both company and individual performance targets calculated as a percentage of salary. The

bonus scheme appears to be an entirely discretionary scheme with the individual targets based on 100% accuracy of all submitted financial reports. It was not clear from the evidence of either party whether the Claimant was ever paid a bonus and it was also unclear from the evidence of either party whether the Respondent achieved the gross profit target (gross profit to reach 48.5% for the period December 2023 to December 2024) which would trigger a bonus entitlement.

38. On Wednesday 22 May 2024 the Claimant, Ashley Venn Bain and Doriana Anghelescu were due to meet in person at the Avonmouth office to discuss Environmental Agency requirements. That day an oil spill incident took place at BMW Cheltenham, one of the Respondent's key customers, when approximately 500 litres of waste oil spilled out from one of the Respondent's tankers near a lake. This resulted in Ashley Venn Bain having to leave Avonmouth to deliver some pipes to a driver at Cribbs Causeway who would then take these to Cheltenham in order to clear up the spill. As this was a key customer Alex Hatherall also changed his plans at short notice and travelled to Cheltenham to deal with the spill. As a result of this the proposed meeting between the Claimant, Ashley Bain Venn and Doriana Anghelescu was delayed, but it was intended that it would take place when Ashley Bain Venn returned to Avonmouth.
39. Alex Hatherall subsequently discovered that the meeting had not taken place because the Claimant had left site and returned to her home in Wales. On p.464 Alex Hatherall emailed the Claimant concerning this, stating: *"Hi Maria. I feel disappointed and frustrated that it wasn't possible to discuss the Environmental Agency requirements, arranged to take place at an on-site meeting on Wednesday, which now remains undiscussed. It is unfortunate that a nearby oil spill incident required Ashley and I to attend, however given that we agreed to be on site that day to hold this discussion, I'd like to understand the reason why you weren't available to continue and conclude the meeting after he returned."*
40. The Claimant responded the same day by email stating that she had understood as a result of the oil spill incident that the meeting had been *"indefinitely postponed"*. She did not in this email question whether the oil spill incident had occurred or state that she had left at home the company bank authorisation card, which in her evidence in cross-examination she said was required if she was to work at the Avonmouth site.
41. Alex Hatherall also spoke with Ashley Bain Venn and Doriana Anghelescu who on 23 May 2024 emailed Alex Hatherall with their accounts of what had happened. Both accounts confirmed that the meeting had been delayed because of the oil spill and that the Claimant had been asked to wait for 30 – 60 minutes to allow Ashley Bain Venn to return from Cribbs Causeway. However, the Claimant had not waited and had left before noon. Doriana added in her email that the Claimant had mentioned forgetting her bank card or log in details and said it would have been a waste of time for her to wait and the meeting could be rescheduled.
42. On 24 May 2024 Alex Hatherall took advice from Sarah Makepeace, the Respondent's external HR adviser, who drafted a letter for him to send to the Claimant giving her what was described as an informal warning. On 25

May 2024 Alex Hatherall sent the letter to the Claimant, having called her first to explain what he was doing and why. The letter is headed "*Letter of Concern*" and refers to the Claimant's leaving site, resulting in the meeting not taking place. The letter stated that Alex Hatherall felt disappointed and frustrated by this.

43. The letter went on to state,

"As a result, I am issuing you with this letter of concern to both highlight my concerns and to make you aware that if matters do not improve, and further incidents of autonomous or un-collaborative decision making take place which disrupt business activity, a formal process may be instigated.

"This letter is not intended to be a formal warning and does not form part of the company's formal disciplinary process. It simply draws a point in time at which I have informed you that I require an immediate and sustained improvement in the areas that we have discussed."

44. In her statement and in cross-examination of Alex Hatherall the Claimant alleged that the oil spill incident was a fabrication and that it had been concocted, presumably in order to provide an excuse for reprimanding her. She relied on an email from BWM Cheltenham which stated that it did not have a record of the Respondent signing in to the site on 22 May 2024. Alex Hatherall stated that drivers do not sign in at Cheltenham BMW and that the Respondent had attended that day to deal with the oil spill. The Respondent produced contemporaneous WhatsApp messages and photos relating to the oil spill [p.452].

45. The Tribunal finds on the balance of probabilities that the oil spill did occur and led to the meeting between the Claimant, Ashley Bain Venn and Doriana Anghelescu being delayed for up to an hour as a result of Mr Bain Venn delivering pipes to one the Respondent's drivers at Cribbs Causeway in order to assist with cleaning up the spill. The sign-in book at BMW Cheltenham did not record the Respondent attending on 22 May 2024 because drivers do not sign in. The Tribunal finds that the Claimant was asked to remain for up to an hour at the Avonmouth office so that the meeting could take place but did not want to and so returned home. It is likely that the Claimant had left her bank card at home, although she did not rely as this as a justification for leaving the site when questioned by Alex Hatherall at the time.

46. The letter was sent by Alex Hatherall because he considered that the Claimant should not have left the site in these circumstances as it had delayed an important meeting and thus caused difficulties for the Respondent and other employees. He sent the letter because he wanted this to be clear to the Claimant and to make future expectations in relation to collaboration and decision-making clear to her. The Tribunal did not find the Claimant's allegation that the incident had been fabricated in order to reprimand her credible and rejected it.

47. On Friday 28 June 2024 the Claimant emailed Alex Hatherall, copying in Sarah Makepeace, stating, "*I am writing to formally request the provision of an air-conditioning unit to assist with managing my menopause*

symptoms while performing my duties. Due to the current situation with my broken laptop not being replaced, I am unable to relocate to a cooler area as I previously did. This has significantly impacted my comfort, productivity and exasperated my condition."

48. The Claimant said that she had previously raised this with Alex Hatherall by WhatsApp earlier in the week on or around 26 June 2024. These WhatsApp messages were not in the bundle. Alex Hatherall accepted that he may have received them but had overlooked them and had not responded.
49. Sarah Makepeace had been copied into the email from the Claimant and emailed Alex Hatherall that afternoon stating that the menopause might be a disability under the Equality Act 2010 and that the Claimant's request should be properly considered. Alex Hatherall emailed the Claimant at 7am on Monday 01 July 2024 asking her to obtain prices for suitable equipment. She provided the pricing information requested at 14.22 the same day and at 14.32 Alex Hatherall confirmed that she could purchase the air-conditioning equipment.
50. On 30 July 2024 the Claimant emailed Alex Hatherall to request approval to attend a training course, Six Sigma Lean training, with the training to be paid for by the Respondent. She stated in her email that the course was highly relevant to her role as Finance Controller. She sent a further email on 08 August 2024 repeating the request. The cost of the Six Sigma Lean training, according to the Claimant, was £400, although the invoice in the bundle appears to state a figure of £600, including VAT.
51. Alex Hatherall turned down the request. It is not clear exactly when or how this was communicated. The Claimant's evidence was that it was on 19 November 2024. Alex Hatherall said that he turned down the training request because he did not consider Six Sigma Lean training to be relevant to the Claimant's role. He said that this training was relevant to employees who had operational roles, involving, for example, the management of transport logistics, fleet scheduling and production workflows and the physical delivery of goods and services.
52. In his evidence Alex Hatherall said that he expected training provided to employees by the Respondent to produce a return for the business. He expressly denied that he stated to the Claimant, in response to her request, that she was not a return on investment, as alleged by the Claimant. The Tribunal accepted his evidence.
53. It was admitted by the Respondent that in 2024 the Respondent paid for training for Doriana Anghelescu. The training provided appears to have been CoTC training for award HROC4a: High Risk Operator Competence for Managing Hazardous Transfer [p.840]. The invoice in the bundle is for £840 which is said to be the first 40% of the fee. The Claimant's evidence was that the total cost of this training was £3336.85. This figure was not challenged by the Respondent. Alex Hatherall accepted the training had been provided to Doriana Anghelescu as it was directly related to her responsibilities as Site Manager, which was a fundamentally different role to that of the Claimant. The Tribunal accepted this explanation.

54. The Claimant also alleged that the Respondent paid £500 to sponsor Ashley Bain Venn's son's football team. Alex Hatherall accepted that this had happened (although he said it was for a rugby team). He said that this money came from the marketing budget, which was £10,000 per month, and he said that he saw it as a good way of raising awareness of the Respondent's brand amongst customers and potential customers in South Wales. The Tribunal accepted this evidence.
55. In or around October 2024 the Respondent introduced what the Claimant described as a "tracking system" in relation to ordering for the Respondent's site. Mr Hatherall described this as a live Excel spreadsheet on a shared drive which enabled operational staff to monitor what stock had been ordered. The Tribunal finds that at some point the Respondent started to use a spreadsheet on a shared drive which enabled orders and purchases to be monitored by operational staff and so made the Claimant's work on the ledger more transparent to Alex Hatherall and other staff.
56. On 06 December 2024 Alex Hatherall had a discussion with Rebecca Marks, an HR Consultant at Rise HR, in relation to the Claimant and his concerns about the quality of her work. Alex Hatherall's evidence was the ledger was a "mess" and that he was not satisfied that the Claimant was working to the required standard. He was concerned in particular about the fact that fuel purchase invoices had not been uploaded to the ledger, resulting in the Respondent being unable to claim back approximately £21,000 in VAT on these purchases. Rebecca Marks sent an email to Alex Hatherall in which she advised how the matter could be raised with the Claimant on an informal basis.
57. Alex Hatherall then had a phone call with the Claimant on 12 December 2024 in which she was informed that her performance would be monitored for 4 weeks, and she needed to show an improvement in her management of the ledger.
58. Following this call Alex Hatherall contacted Rebecca Marks and informed her that he was not reassured by his call with the Claimant that the improvement he had indicated was required would be actioned. He therefore decided to hold a formal disciplinary meeting and asked for a letter to be drafted for this purpose.
59. On 13 December 2024 the Claimant was sent a letter inviting her to a disciplinary meeting on 17 December 2024. The purpose of the meeting was stated as being to discuss alleged misconduct, *"specifically relating to potential gross negligence with regards to the management of the ledger, attached for your reference."*
60. The meeting eventually took place on 19 December 2024, the date having been changed at the Claimant's request to enable her trade union representative to attend.
61. The meeting notes are in the bundle at pp.564 - 584. The meeting was conducted by Alex Hatherall supported by Rebecca Marks. AI was used to

take a transcript. The Claimant was accompanied by Julian Hayward, a trade union representative.

62. It was put to the Claimant that Julian Hayward was aggressive and confrontational in the meeting. This is supported to an extent by the transcript of the meeting. His main concern appears to have been that Alex Hatherall should not have been conducting the meeting, because of his former personal relationship with the Claimant. The Claimant's position was essentially to dispute that she was responsible for individual items of concern. She said that other individuals, in particular Rhys Draby, were responsible for the problems.

63. The Claimant was specifically asked whether there was anything impacting on her ability to do her work. She said that the only thing impacting it was other people not giving her the information she needed to do her job. She did not mention the menopause or any other health condition as having an impact on her work.

64. Following the meeting Alex Hatherall sent a letter to the Claimant headed, *"Disciplinary Outcome"*. The letter was sent on 20 December 2024 and stated,

"After hearing your responses to the allegations, and considering the evidence, the decision has been taken on this occasion not to take any formal disciplinary action against you."

"However, as explained, the ledger is your responsibility and an improvement in the ledger is expected. Therefore, for clarity, I am putting it in writing that the expectation is a 40% improvement on the ledger for 2023-2024 and this will be reviewed with you at the end of January 2025."

"I hope that I have made the expectations going forward clear but if you have any questions, or require any support in achieving the above, then please do not hesitate to contact me."

65. When Alex Hatherall sent this letter out he intended to copy it to Kirsty Senior at Rise HR but instead copied it to another person with the same first name at a separate company. This was clearly a data breach under the GDPR and other relevant legislation.

66. In his evidence to the Tribunal Alex Hatherall was equivocal as to whether he apologised to the Claimant for the breach. The Tribunal is satisfied that he did not.

67. On 06 January 2025 the Respondent's phone provider, EE, cut the Respondent's phone service off because of unpaid invoices. The Claimant was on holiday at the time but was contacted by Alex Hatherall. He forwarded her a number of invoices from EE which had been sent to her by Ashley Bain Venn. The Claimant's response was that she had sent Alex Hatherall the direct debit forms for the account to be completed, as he wanted the invoices to be paid by direct debit, but he had not signed the direct debit forms.

68. The Tribunal finds that Alex Hatherall did not sign the direct debit form or, if he did, it was not properly actioned. The Tribunal finds that the Claimant should have noted the repeated invoices showing that the account was overdue and unpaid and either arranged for direct payment or escalated the matter to Alex Hatherall pointing out the urgency. It was put to the Claimant in cross-examination that she had created the situation deliberately to get her own back on the Respondent. The Tribunal does not consider that the failure to pay the invoices was deliberate or malicious, but we consider that the Claimant was at least partly to blame for the situation and had failed to deal with the situation properly before the Respondent's phones were cut off.
69. The Claimant then submitted a letter on 07 January 2025 to Alex Hatherall acknowledging receipt of the letter and raising concerns about various points including the accuracy of the transcript, Rebecca Marks' involvement and how the 40% improvement requirement would be assessed.
70. On the same day the Claimant submitted a formal grievance to Kirsty Senior, alleging ongoing bullying and harassment in the workplace [pp.590 - 593].
71. The Claimant alleges that the Respondent failed to comply with a data subject access request ("DSAR") on 05 January 2025. This is not referred to in her witness statement. The DSAR appears to have been submitted on 14 February 2025 [pp.770 - 772]. The time limit for complying with the DSAR was one month.
72. On 29 January 2025 the Claimant was signed off on sickness absence, the reason for absence stated as being "*stress at work*". Prior to this she had attended a grievance hearing on 21 January 2025 with her trade union representative [p.641 - 649].
73. The Respondent provided a response to the grievance on 05 February 2025 [pp.717 - 731]. The grievance was investigated and the report drafted by Sherry Jacobs, an independent HR Consultant. It is extremely detailed and was based on interviews with the Claimant, Ashley Bain Venn, Doriana Anghelescu, Rebecca Marks, Joanne O'Toole and Alex Hatherall. The Tribunal is satisfied that the conclusions stated in the report are those of Sherry Jacobs. The ultimate conclusion was that the grievance was not upheld. The Claimant did not appeal the grievance outcome.
74. In February 2025 the Claimant was on annual leave for a week. She returned from annual leave on 12 February 2025 but was still signed off on sickness absence for a further two weeks. During this period the Claimant became aware of an email sent by an individual called Denise from the Claimant's email account to an external supplier of the Respondent in which Denise stated that the Claimant was off sick for at least the next 4 weeks and essentially states that she is covering her work.
75. The Claimant's case is that this was the final straw. She emailed Alex Hatherall and Sherry Jacobs alleging a potential GDPR breach as a result

of unauthorised access to her work email. On 18 February 2025 she emailed again asking who Denise was and why she had access to the Claimant's emails and on 25 February 2025 she emailed again raising the same concerns.

76. On 25 February 2025 the Claimant was invited to a well-being meeting the following day. She did not attend.
77. On 26 February 2025 she was invited to a formal sickness absence meeting on 28 February 2025 [p.762]. She did not attend.
78. On 26 February 2025 she submitted a further grievance [p.763].
79. On 27 February 2025 Alex Hatherall responded in detail to the email, explaining that the absence meetings had been arranged to discuss her health and wellbeing and that the new grievance would be investigated by an external consultancy [pp.765 - 767].
80. On 28 February 2025 the Claimant sent an email following up on her DSAR and requesting an update. The Respondent had raised the possibility of it needing a further two months to deal with it when it acknowledged receipt of the DSAR on 14 February 2025. The Claimant agreed to extending the time for response by two months.
81. On the same day, at 17.03, the Claimant sent an email to Alex Hatherall and Rebecca Marks resigning her role with immediate effect. The email alleges that she has been subjected to bullying, harassment, discrimination and abuse of power throughout her employment and that her position was untenable. She alleged that she had been "*replaced*" during her recent period of illness.

Conclusions

Constructive Dismissal

82. The Claimant relied on 14 alleged breaches of the duty of trust of confidence. The Tribunal's conclusions on alleged breach are as follows:

1.1.1 The Claimant was deprived of training opportunities as from about May 2023 after the implementation of new software.

83. The Tribunal is satisfied that the Claimant received training in the use of the new Xero accounting software. No evidence has been provided that she requested further training on Xero which was refused or that there was further training which the Respondent should have provided without her requesting it.
84. The Claimant was refused permission to do the Six Sigma Lean training at the Respondent's expense. The Tribunal is satisfied that the Claimant has not shown that the training was of a nature that meant that the refusal to pay for it amounted to a breach of the implied term. It accepts the Respondent's evidence that the training was not directly relevant to the requirements of her role.

85. The Tribunal does not find that Doriana Anghelescu's role was comparable to the Claimant's. The role of Site Manager was an operational role with very different duties and responsibilities. The fact that training was provided to Doriana Anghelescu does not make the refusal to pay for training for the Claimant, in a different role and for a different course, a breach of the implied term. We accept Alex Hatherall's evidence that the training which the company provided for Doriana Anghelescu in 2024 was justified because it was directly relevant to the statutory requirements which affected her role.

86. The fact that the Respondent paid to sponsor the rugby team of Ashley Bain Venn's son does not make the decision a breach. It was up to Mr Hatherall how he marketed the company and how that should be paid for. The fact that training was refused to the Claimant and a similar sum was spent on a marketing activity does not, in the circumstances in this case, amount to a breach of the implied term.

1.1.2 Work was allocated away from the Claimant as from May 2023 meaning that she was unable to achieve targets or a bonus.

87. The Claimant's witness statement deals with this in extremely brief terms, stating that her bonus structure required 100% accuracy in the ledgers and that approximately 90% of this depended on input from colleagues, peers and external suppliers, which was outside of her control. There is no evidence that work was allocated away from her and this was not something that she put to the Respondent's witnesses.

88. The Tribunal has set out the terms of the bonus scheme. It did not say that bonus was based on 100% accuracy in the ledgers but rather that one of the targets was 100% accuracy in the financial reports. It is not clear in any event if the attainment targets for payment of bonus based on the company's performance were ever met. The Claimant has not shown that the Respondent breached trust and confidence in relation to the operation of the bonus scheme.

1.1.3 As from May 2023 the Claimant did not have formal review/appraisals

89. The Claimant did not have formal reviews from May 2023. There is no evidence that any employee of the Respondent had a formal review after this point. We have found that the Claimant did have informal feedback on how she was working. She has not shown that there was contractual entitlement to a formal review. In the circumstances we don't find that the failure to hold formal reviews for the Claimant breached trust and confidence.

1.1.4 A letter of concern was issued on 25 May 2024 which was unfair

90. The Tribunal is satisfied, based on its findings of fact, that the issue of the letter of concern was fair and reasonable. There were genuine reasons for concern, namely that the Claimant was displaying an unco-operative and unhelpful attitude towards other employees and the company. It was made

clear in the letter that it was not a formal disciplinary sanction but was rather setting out a concern and making clear expectations for the future. There was no breach of the implied term.

1.1.5 The Claimant was asked by the Respondent to “bury” an invoice and not pay it.

91. This allegation was not included in the Claimant’s witness statement and there is no other evidence to support the allegation. It was put to Alex Hatherall in the course of cross-examination. His evidence is that the only way he could conceive of the allegation arising was in relation to an end of year invoice, where there might be tax implications depending on whether the invoice was posted before or after the end of the financial year. The Tribunal accepts that this is not unusual business practice. In the circumstances the Tribunal do not find this allegation proven and that there was a breach of the duty of trust and confidence.

1.1.6 In the summer of 2024, the Claimant was not immediately provided with an air conditioning unit which she needed because of her disability

92. The Tribunal find that the Claimant formally requested an air-conditioning unit on 28 June 2024 to assist her when working in the heat and that the problems she was experiencing may have been exacerbated by the menopause. She was given permission to purchase a unit the next working day. The Tribunal find that to all intents and purposes she was immediately provided with an air conditioning unit and there is no breach of the duty and confidence.

1.1.7 In October 2024 the Claimant was asked to set up a “tracking system” for ordering. This was then used as a tool to complain about the Claimant’s conduct.

93. This allegation is not detailed in the Claimant’s statement. The “tracking system” was a spreadsheet on shared drive. The Tribunal finds that setting out information in this way is a common business practice. The spreadsheet may have increased visibility in relation to Claimant’s work but the Tribunal is satisfied that it was not used as a “tool” to complain about her conduct. There was no breach of the implied term.

1.1.8 Concerns were raised over the ledger by Mr Hatherall in early December which were unfair and unfounded.

94. The Respondent accepted that concerns were raised in December 2024. We find that the reason for this was that Mr Hatherall considered that the ledger, which was one of the Claimant’s responsibilities, was, in his words, a “mess”. It was year-end and there was a need to remedy the problem. The Claimant did not dispute the ledger was a mess. Her position was that others were at fault. We don’t consider that the raising of concerns was unfair and unfounded and amounted to a breach of the implied term.

1.1.9 The Claimant was subjected to a disciplinary investigation on 19 December 2024 which was unfair

95. The Tribunal has concerns about the decision to arrange a meeting with the Claimant, as this was done after the Claimant was initially informed that there would be a review period of 4 weeks. However, we accept that the meeting was arranged because after speaking with the Claimant Mr Hatherall was not reassured that the concerns raised would be dealt with and it was important for the Claimant to understand how serious the concerns were. We note that the Claimant was permitted a trade union representative in meeting and that the meeting and outcome were fully recorded. Also, the outcome was that no disciplinary sanction would be imposed. In looking at the fairness of meeting we have to look at the outcome. Looked at overall we consider that the decision to hold a meeting did not breach trust and confidence. As stated above, there were serious, genuine and reasonably held concerns about the Claimant's performance and the Respondent had proper cause to hold a meeting to discuss these concerns.

1.1.10 The Claimant's disciplinary outcome was sent to the wrong person

96. The Tribunal was very concerned about this incident. There was a breach of the GDPR which was not insignificant. Curiously, the Claimant's witness statement did not deal with allegation at all (although it was referred to in Mr Renton's statement). The Tribunal did not find that the breach was deliberate. However, a breach of the implied term does not need to be deliberate. The test is whether the conduct is calculated or likely to breach the implied term. We also take account of the fact that there was no apology. As such we find there was a breach of the implied term of trust and confidence as a result of this incident.

1.1.11 In January 2025 [sic] the Respondent failed to comply with a subject access request.

97. The DSAR was submitted on 14 February 2025. The Respondent had a least a month to comply with it. The Claimant resigned on 28 Feb 2025. The R did not fail to comply with the DSAR at the date of resignation and there is no breach of the implied term.

1.1.12 In January 2025 the Claimant was unable to pay for orders and blamed for this wrongly

98. There was nothing in the Claimant's witness statement in relation to this. If it relates to the EE account and the Respondent's phones being cut off then we are satisfied that the Claimant was at least partly at fault for this. However, there was no suggestion of the Claimant being disciplined for this. There was no breach of the implied term.

1.1.13 The Respondent failed to uphold two grievances on 07 January and 27 February 2025

99. The only grievance which can be relevant to whether there was a breach of trust and confidence is the first one. There was nothing in the witness statement of the Claimant about why the grievance outcome was unreasonable and what Sherry Jacobs did or didn't do in relation to the

grievance investigation and outcome which meant that the grievance outcome breached trust and confidence. The Claimant was asked when she gave evidence about what Sherry Jacobs should have looked at which she didn't look at when investigating the grievance. The Claimant suggested there was email that she could have looked at but there was no evidence of the Claimant supplying this email to Sherry Jacobs or that she raised it during the grievance investigation at any point. There was no breach of the implied term. The second grievance outcome post-dated the Claimant's resignation and is therefore irrelevant for determining whether there was a breach of trust and confidence by the Respondent during employment.

1.1.14 In February 2025 the Claimant was on holiday and noted that her work emails were being accessed by another employee, Denise. Denise had informed a supplier that the Claimant would be away for 4 weeks when in fact she was only due to be away for one week.

100. The fact that the Claimant's work was being covered was not a breach of the implied duty of trust and confidence. The Respondent was entitled to bring in a worker on a temporary basis to cover an absent employee, whether that absence was caused by holiday, sickness or some other reason.

101. The email account being accessed by Denise was a work email account, not a private one. The Respondent was entitled to allow other employees to access it for work purposes. There was no breach of the duty of trust and confidence.

102. In relation to the statement made to the third-party supplier, the Claimant had in fact notified the Respondent on the same day that she would be absent for at least 2 weeks. There was a degree of uncertainty as to when we would be back. It was probably not good practice to state that the Claimant was off sick, although the Claimant herself doesn't raise this point. We don't consider that in the circumstances there was a breach of the implied duty.

103. The Tribunal is not satisfied that the final alleged breach can be looked at as part of any earlier breach. In the circumstances we find that the Respondent had reasonable and proper cause to cover the Claimant's role and to access her emails. This is what the Claimant is complaining about. It was not repudiatory breach and does not form part of a breach when linked with linked with earlier conduct.

Conclusion – Unfair Dismissal

104. The Tribunal has found that the sending of the disciplinary letter to the third party breached trust and confidence. However, this was on 20 December 2024. We find that the Claimant did not resign until 28 February, over two months after the breach. She did not specifically raise the matter in her grievance, although it was referred to by her, along with a wide range of other complaints, in a document she prepared for the grievance meeting. The grievance outcome was issued on 07 February

2025 and she did resign at that point or appeal the grievance. As such we find that the Claimant affirmed the contract.

105. The Tribunal also finds that the Claimant has not shown that this breach was a material cause of her resignation. As stated above, there is no reference to it in her witness statement, it was not specifically raised in her grievance letter, and it was one of a very large number of matters that she made reference to in the document she prepared for the grievance meeting. There is no specific reference to it in her resignation email, the focus of which was the fact that she believed her role had been taken over by somebody else whilst she was absent from work.

106. As such the claim for constructive dismissal is dismissed.

Discrimination

107. The Respondent has conceded disability. We find that the Respondent knew or should have known from 28 June 2024, when the Claimant requested the air-conditioning unit, that the Claimant was disabled.

108. The Tribunal's conclusion in relation to the complaints are as follows:

3.3.1 The Claimant was deprived of training opportunities as from about May 2023 after the implementation of new software

109. There is no evidence that the Claimant was deprived of Xero training. The reason Sigma Six training was not provided to her by the Respondent was because it was not viewed as relevant to the Claimant's work. Doriana Anghelescu is not a valid comparator she is in a fundamentally different role. Claimant has not shown a prima facie case that someone in a different age group would have been given the Sigma Six training. Nor has she shown a prima facie case that the refusal to pay for the Sigma Six training was influenced by the fact that she was disabled by reason of menopausal symptoms.

3.3.2 Work was allocated away from the Claimant as from May 2023 meaning that she was unable to achieve targets and a bonus.

110. There is no evidence of work being allocated away from the Claimant. The Claimant has not shown a prima facie case that work was allocated away from her meaning she was unable to meet targets and a bonus because of age and/or disability

3.3.3 As from May 2023, the Claimant did not have formal reviews appraisals.

111. We refer to the findings made in relation to this allegation which are set out above. No employees of the Respondent received formal reviews after May 2023. The Claimant has not shown a prima facie case of less favourable treatment because of age or disability.

3.3.4 A letter of concern was issued on 25 May 2024 which was unfair (disability only)

112. The Tribunal has set out above our findings on why the letter of concern issued. In any event, even if the Respondent had the required knowledge at the time the Claimant has not shown a prima facie case that someone without the menopause would have been treated differently in same circumstances.

3.3.5 In the summer of 2024, the Claimant was not immediately provided with an air conditioning unit which she needed because of her disability.

113. The Claimant has not established that she was subjected to a detriment. The Claimant's request for an air conditioning unit was approved on the next working day after making a formal request. There is no evidence that it would have been provided more quickly, if that were possible, to an employee without the menopause or in a different age group.

3.3.6 In October 2024, the Claimant was asked to set up a "tracking system" for ordering. This was then used as tool to complain about the Claimant's conduct (disability only).

114. The "tracking system" was a spreadsheet on a shared drive. The Tribunal reject the allegation that it was "a tool" to complain about the Claimant. The Claimant has not shown a prima facie case that the Respondent would not have introduced the spreadsheet in relation to an employee who was not disabled by reason of the menopause.

3.3.7 Concerns were raised over the ledger by Mr Hatherall in early December which were unfair and unfounded.

115. The Tribunal's conclusions on why the concerns were raised are set out above. The Tribunal is satisfied that they were not unfair and unfounded. The Claimant has not shown a prima facie case that these concerns were influenced in any material way by age or disability.

3.3.8 The Claimant was subjected to a disciplinary investigation on 19 December 2024 which was unfair.

116. The Tribunal has found that the disciplinary investigation was not unfair. The Tribunal's findings on the reasons why it was undertaken are set out above. The Claimant has not shown a prima facie case that an employee who was in a different age group or disabled by reason of menopausal symptoms would have been treated differently.

3.3.9 The Respondent failed to uphold two grievances on 7 January and 27 February 2025.

117. The dates in the list of issues in fact reflect the date the grievances were submitted. It is correct the Respondent failed to uphold them. No

evidence or submissions were presented explaining why the failure to uphold the grievances was because of age or disability. The complaint is dismissed.

3.3.10 In February 2025, the Claimant was on holiday and noted that her work e-mails were being accessed by another employee, Denise. Denise had informed a supplier that the Claimant would be away for 4 weeks when in fact she was only due to be away for one week.

118. The Tribunal's findings on this are set out above. The Claimant has not presented any evidence which shows a prima facie case that an employee who was not in her age group or disabled by reason of menopausal symptoms would have been treated differently.

Reasonable Adjustments

119. The reasonable adjustments claim was not dealt with at all in the Claimant's evidence. There was no evidence of her ever requesting a reasonable adjustment or an auxiliary aid, apart from the air conditioning unit, during the period she worked for the Respondent.

120. In relation to each complaint the Tribunal's findings are as follows.

PCP 1 - 4.2.1 A requirement to work fixed hours without flexibility

121. The Tribunal accepts that the Claimant probably had to work fixed hours, in that her evidence that she had to remain at her computer from 9 – 4.30 was not really challenged. However, there is no evidence that this put her at a substantial disadvantage as a disabled person.

PCP 2 – 4.2.2 A requirement to participate in video meetings with camera enabled;

122. There was no evidence that the Claimant was required to attend video meetings with the camera on. It is not in her witness statement and was not put to the Respondent's witnesses. Accordingly the Claimant has not shown that such a PCP was applied.

PCP 3 – 4.2.3 A failure to provide regular one-to-one wellbeing check ins

123. The Claimant has shown no evidence of a PCP that regular well-being checks should not be carried out. The evidence before the Tribunal indicated that the Claimant could contact Mr Hatherall by WhatsApp whenever she wanted to. In any event even if there was such a PCP there is no evidence that it put the Claimant as a person disabled by reason of the menopause at a substantial disadvantage.

PCP 4 – 4.2.4 Expectation to maintain a full workload and meet unadjusted deadlines.

124. The Tribunal accepted that there was probably a PCP of an expectation to maintain a full workload and meet unadjusted deadlines but no evidence was presented that this put the Claimant at a substantial disadvantage.

125. Further and in any event the Tribunal is satisfied that the Respondent has shown, by reason of the Claimant's failure to complain about the alleged PCPs and the failure to request any reasonable adjustments that the Respondent did not know and could not reasonably be expected to know, that the Claimant was put at a substantial disadvantage by any PCPs that were applied.

Conclusion - Discrimination

126. Accordingly, all complaints of age and disability discrimination are dismissed.

Employment Judge D Gray-Jones

Date: 04 September 2026

JUDGMENT & REASONS SENT TO THE PARTIES
ON 29 SEPTEMBER 2026