



EMPLOYMENT TRIBUNALS

Claimant: Mr. Jason Hall

Respondent: Dedienne Aerospace UK Limited

Heard at: Nottingham

On: 6th, 7th and 8th July 2026

Before: Employment Judge Heap

Members: Mr. A Beveridge
Ms. K Turquoise

Representation

Claimant: In person

Respondent: Ms. S Garner - Counsel

JUDGMENT

1. The Respondent did not directly discriminate against the Claimant with regard to the termination of his employment and this complaint fails and is dismissed.
2. The Respondent did not dismiss the Claimant for as a result of something arising from his disability and the complaint of discrimination arising from disability therefore fails and is dismissed.
3. The complaint of unauthorised deductions from wages regarding non-payment of a bonus fails and is dismissed.
4. The complaint of breach of contract with regard to the non-provision of a company vehicle fails and is dismissed.

RESERVED REASONS

BACKGROUND & THE ISSUES

1. This claim is brought by Mr. Jason Hall (hereinafter referred to as “The Claimant”) against his now former employer, Dedienne Aerospace UK Limited (hereinafter referred to as “The Respondent”).
2. The Claimant presented this claim to the Employment Tribunal by way of an ET1 Claim Form received on 24th April 2024 following a period of early conciliation which took place between 6th March 2024 and 17th April 2024.
3. The complaints pursued by the Claimant before us are of direct disability discrimination and discrimination arising from disability; unauthorised deductions from wages and breach of contract.
4. The Claimant's claims are resisted in their entirety by the Respondent by way of an ET3 Response submitted and received by the Employment Tribunal on 6th June 2023.
5. There was a Preliminary hearing for the purposes of case management which took place before then Regional Employment Judge Swann on 14th August 2024 at which the complaints were identified. That included identifying that the discrimination complaint was one of direct discrimination and that the Claimant was advancing breach of contract/unauthorised deductions from wages in respect of what was asserted to be an entitlement to a bonus and to a company vehicle. Counsel representing the Claimant at that hearing also made an application to amend the claim to include a complaint of discrimination arising from disability in respect of the termination of his employment. It was said in that regard that the “something arising” was the need to take time off work because of his hearing loss which was the condition relied on as being a disability.
6. The Judge declined to deal with the application without a written application being made. That application was subsequently made and granted by the Tribunal. A claim of discrimination arising from disability is therefore before us as a live issue. Both that complaint and the complaint of direct disability discrimination relate only to the Claimant's dismissal.
7. The condition relied upon by the Claimant as amounting to a disability is hearing loss. The issue of disability was resisted by the Respondent but resolved in favour of the Claimant during a Preliminary hearing before Employment Judge Hutchinson.
8. Two days before the commencement of the hearing the Claimant made an application to amend the claim to set out that his position was that he had informed the Respondent of his hearing loss on 3rd January 2024. That was an important issue as the Respondent's position was that they had no knowledge of the Claimant's hearing loss until after his employment had already been terminated. The Respondent objected to the amendment application. Ultimately, having heard from both parties we granted the

application with reasons given orally at the time. Neither party has requested written reasons within this Judgment and as such we say no more about that decision.

9. We had before us an agreed list of issues which we were required to determine.

THE HEARING, WITNESSES & CREDIBILITY

10. Shortly before the hearing was due to commence the Claimant parted way with the solicitors who had previously been representing him. No postponement of the hearing was sought and the Claimant went on to represent himself.
11. The claim was listed for three days of hearing time. Whilst we concluded evidence, submissions and deliberations within that time there was insufficient time remaining to give an oral Judgment and so we reserved our decision. As a result of other Judicial work and time away from the Tribunal there has been a delay in finalising this Judgment for which the Judge apologises to the parties and their patience has been appreciated.
12. During the course of the hearing, we heard evidence from the Claimant on his own behalf.
13. We also heard evidence from the following individuals on behalf of the Respondent:
 - a. Mr. Philippe Pilloud – the Chief Financial Officer of Dedienne Worldwide (France);
 - b. Mr. Guillaume Justamon – the Sales and Marketing Director for Europe of Dedienne Aerospace France; and
 - c. Arnaud Taurignan – Group Customer Services Director of the Dedienne Group.
14. We make our observations in relation to matters of credibility in relation to the witnesses from whom we have heard below.
15. In addition to the witness evidence that we have heard, we have also paid reference to the documentation to which we have been taken during the course of the proceedings and also to the helpful submissions made by both the Claimant and Ms. Garner on behalf of the Respondent.
16. We now say a word about the credibility of the witnesses from whom we have heard.
17. We begin with our assessment of the Claimant. Ultimately, we did not find him to be a credible witness. His position on knowledge of disability evolved from that which was already pleaded to then change in respect of the amendment application and then to develop again during his evidence. His case was also exaggerated in that he contended that he had brought in over £1,000,000.00 of business to the Respondent when as we shall come to that was not the case and that he was exceeding in his performance which, again as we shall come to in our findings of fact he knew not to be the case from

what he was being told by the Respondent from an early stage and the fact that his probationary period was being extended.

18. In contrast, we considered the Respondent's witnesses to be credible. Their evidence was consistent with their witness statements and the contemporaneous documents and we did not consider that there were any issues which would cause us concern in accepting the accounts that they gave.

THE LAW

19. It is necessary before turning to our findings of fact, as set out below, to say a little about the law to be applied to claims of this nature.

Equality Act 2010

20. The complaints brought by the Claimant are of direct discrimination and discrimination arising from disability. The relevant statutory provisions dealing with those complaints are contained within Sections 13, 15 and 39 Equality Act 2010 (EqA 2010).

EHCR Code

21. When considering complaints of discrimination, a Tribunal is required to pay reference to the Equality & Human Rights Commission Code of Practice on Employment (2011) ("The Code") to the extent that any part of it appears relevant to the questions arising in the proceedings before them.
22. Section 39 EqA 2010 provides for protection from discrimination in the work arena and provides as follows:

(1) An employer (A) must not discriminate against a person (B)—

(a) in the arrangements A makes for deciding to whom to offer employment;

(b) as to the terms on which A offers B employment;

(c) by not offering B employment.

(2) An employer (A) must not discriminate against an employee of A's (B)—

(a) as to B's terms of employment;

(b) in the way A affords B access, or by not affording B access, to opportunities for promotion, transfer or training or for receiving any other benefit, facility or service;

(c) by dismissing B;

(d) by subjecting B to any other detriment.

(3)An employer (A) must not victimise a person (B)—

(a)in the arrangements A makes for deciding to whom to offer employment;

(b)as to the terms on which A offers B employment;

(c)by not offering B employment.

(4)An employer (A) must not victimise an employee of A's (B)—

(a)as to B's terms of employment;

(b)in the way A affords B access, or by not affording B access, to opportunities for promotion, transfer or training or for any other benefit, facility or service;

(c)by dismissing B;

(d)by subjecting B to any other detriment.

(5)A duty to make reasonable adjustments applies to an employer.

(6)Subsection (1)(b), so far as relating to sex or pregnancy and maternity, does not apply to a term that relates to pay—

(a)unless, were B to accept the offer, an equality clause or rule would have effect in relation to the term, or

(b)if paragraph (a) does not apply, except in so far as making an offer on terms including that term amounts to a contravention of subsection (1)(b) by virtue of section 13, 14 or 18.

(7)In subsections (2)(c) and (4)(c), the reference to dismissing B includes a reference to the termination of B's employment—

(a)by the expiry of a period (including a period expiring by reference to an event or circumstance);

(b)by an act of B's (including giving notice) in circumstances such that B is entitled, because of A's conduct, to terminate the employment without notice.

(8)Subsection (7)(a) does not apply if, immediately after the termination, the employment is renewed on the same terms.

Direct Discrimination

23. Section 13 EqA 2010 provides that:

“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”.

24. It is for a Claimant in a complaint of direct discrimination to prove the facts from which the Employment Tribunal could conclude, in the absence of an adequate non-discriminatory explanation from the employer, that the employer committed an unlawful act of discrimination (**Wong v Igen Ltd [2005] ICR 931**).
25. If the Claimant proves such facts, the burden of proof will shift to the employer to show that there is a non-discriminatory explanation for the treatment complained of. If such facts are not proven, the burden of proof will not shift.
26. In deciding whether an employer has treated a person less favourably, a comparison will in the vast majority of cases be made with how they have treated or would treat other persons without the same protected characteristic in the same or similar circumstances. Such a comparator may be an actual comparator whose circumstances must not be materially different from that of the Claimant (with the exception of the protected characteristic relied upon) or a hypothetical comparator.
27. Guidance as to the shifting burden of proof can be taken from that provided by Mummery LJ in **Madarassy v Nomuna International Plc [2007] IRLR 246**:

“‘Could conclude’ must mean that ‘a reasonable tribunal could properly conclude’ from all the evidence before it. This would include evidence adduced by the complainant in support of the allegations of discrimination, such as evidence of a difference in status, a difference in treatment and the reason for the differential treatment. It would also include evidence adduced by the respondent contesting the complaint. Subject only to the statutory ‘absence of an adequate explanation’ at this stage the tribunal would need to consider all the evidence relevant to the discrimination complaint; for example evidence as to whether the act complained of occurred at all; evidence as to the actual comparators relied on by the complainant to prove less favourable treatment; evidence as to whether the comparisons being made by the complainant were of like with like and available evidence of the reasons for the differential treatment.

The absence of an adequate explanation for differential treatment of the complainant is not, however, relevant to whether there is a prima facie case of discrimination by the respondent. The absence of an adequate explanation only becomes relevant if a prima facie case is proved by the complainant. The consideration of the tribunal then moves to the second stage. The burden is on the respondent to prove that he has not committed an act of unlawful discrimination. He may

prove this by an adequate non-discriminatory explanation of the treatment of the complainant. If he does not, the tribunal must uphold the discrimination claim.”

28. The protected characteristic need only be a cause of the less favourable treatment but need not be the only or even the main cause. A Tribunal when considering the cause of any less favourable treatment will be required to consider that question having regard not only to cases where the grounds of the treatment are inherently obvious, but also those where there is a discriminatory motivation (whether conscious or unconscious) at play (see **Amnesty International v Ahmed [2009] ICR 1450**).

Discrimination arising from Disability

29. Section 15 deals with the question of discrimination arising from disability and provides as follows:-

“(1) A person (A) discriminates against a disabled person (B) if:-

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

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

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

30. There is no requirement in a Section 15 complaint for there to be identification of a comparator. All that is required is that the Claimant is able to show unfavourable treatment, in that regard some detriment, and further that there are facts from which it can again be established that that unfavourable treatment was in consequence of something arising from disability. The Code assists in the interpretation of the term “unfavourable” treatment and provides that it requires the employee to have been “put at a disadvantage” (paragraph 5.7 of The Code).
31. It is not sufficient, however, to simply show that a person is disabled and receives unfavourable treatment, that unfavourable treatment must be in consequence of something arising from the disability.
32. Equally, the unfavourable treatment in question is not the disability itself but must arise in consequence of the employee's disability – such as disability related sickness absence. This means that there must be a connection between whatever led to the unfavourable treatment and the disability (paragraph 5.8 of The Code) and which can be referred to as the “causation” question.
33. The Employment Appeal Tribunal provided a useful analysis with regard to the causation question in the context of a Section 15 EqA 2010 claim in **Basildon & Thurrock NHS Foundation Trust v Weerasinghe [2016] ICR 305**. **Weerasinghe** which sets out a two-stage approach and that, firstly,

there must be something arising in consequence of the disability and secondly, the unfavourable treatment must be “because of” that “something”.

Unauthorised deduction from wages – Section 13 Employment Rights Act 1996

34. Section 13 Employment Right Act 1996 provides for the protection of wages of a worker as follows:-

“13 Right not to suffer unauthorised deductions.

(1) An employer shall not make a deduction from wages of a worker employed by him unless—

(a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker’s contract, or

(b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

(2) In this section “relevant provision”, in relation to a worker’s contract, means a provision of the contract comprised—

(a) in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or

(b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.

(3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker’s wages on that occasion.

(4) Subsection (3) does not apply in so far as the deficiency is attributable to an error of any description on the part of the employer affecting the computation by him of the gross amount of the wages properly payable by him to the worker on that occasion.

(5) For the purposes of this section a relevant provision of a worker’s contract having effect by virtue of a variation of the contract does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the variation took effect.

(6) For the purposes of this section an agreement or consent signified by a worker does not operate to authorise the making of a deduction on account of any conduct of the worker, or any other event occurring, before the agreement or consent was signified.

(7) This section does not affect any other statutory provision by virtue of which a sum payable to a worker by his employer but not constituting “wages” within the meaning of this Part is not to be subject to a deduction at the instance of the employer.”

35. It follows from that that if there is a deduction made from the wages of a worker from that which are properly payable to them, that will be an unauthorised deduction from wages unless the provisions of Section 13 are satisfied by the employer or, otherwise, if the deduction is an excepted deduction within the meaning of Section 14 Employment Rights Act 1996.

Breach of contract

36. Employment Tribunals are seized of jurisdiction to consider such complaints under the provisions of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994. It is necessary to identify the express or implied term of the contract which is relied upon, determine whether that term has been breached and, if so, consider what remedy would put the Claimant back in the position that they would have been in but for the breach.
37. Any remedy sought under the above Order must be for a sum of damages or other such sum. There is no remedy of simply giving a declaration.

FINDINGS OF FACT

38. We ask the parties to note that we have only made findings of fact where those are required for the proper determination of this claim. We have inevitably, therefore, not made findings on each and every area where the parties are in dispute with each other or which was covered in the evidence if that is not necessary for the proper determination of the remaining complaints before us.

Commencement of the Claimant's employment

39. The Respondent operates in the aerospace industry as a tooling provider. It is part of a wider group of companies which operates globally. The global business is predominantly based managed out of separate operations with the headquarters being based in Toulouse, France. The UK is a much smaller operation with the relevant plant operations being based in Derby.
40. The intention of the Respondent was to expand their UK operations and particularly to open a service repair centre in Cardiff akin to the operations in Derby which serviced a major client, Rolls Royce. That was something that the Respondent had determined to do following a request from a different major client to open a facility in Cardiff where that client was based. They therefore put out an advertisement to recruit into a sales role named as Sales UK. This was a new role and involved being the UK Manager for service and sales. The Claimant was successful in obtaining the role after interview. Guillaume Justamon was key in the recruitment of the Claimant and had been impressed by his CV and the experience that he referred to so that he felt that he would have the drive to push forward operations in the UK as had been done by other Sales Managers in other regions in which the group had expanded into.

41. The Claimant commenced employment with the Respondent on 4th September 2023. The expectation of the Respondent was that the Claimant would use an array of contacts that he had referred to in order to build up the UK operations and, specifically, to open the service repair facility in Cardiff, Wales. The Claimant himself lives in Wales. The expectation, which was clearly conveyed to the Claimant by Mr. Justamon, was that he would spend half his time on sales developing existing business in the UK along with new leads and relationships and the other half on finding a pipeline for repair and service work, suppliers and premises with a view to opening up the centre in Cardiff. That was also discussed with the Claimant at a later induction which took place over a period of two weeks in France.
42. The Claimant was provided with a contract of employment shortly before the commencement of his employment. The contract provided that the Claimant's employment was subject to a three month probationary period. It also provided for an annual salary of £60,000.00 per annum along with *"up to £10,000 bonus subject to performance review/meeting targets"* (see page 127 of the hearing bundle).
43. The contract also provided that travel would be required, as is usual in the sales industry, and that the Respondent would *"provide a vehicle for use during working hours to support visits to Clients as necessary"* (see page 127 of the hearing bundle). The Claimant's evidence was that was "not really" the clause that he relies on in these proceedings regarding access to a company vehicle. It was said that he relied on emails between himself and Mr. Justamon sent and received before he signed his contract of employment. Those emails had not been disclosed and accordingly did not feature in the hearing bundle before us.
44. The Claimant was also provided with a job description which set out that his primary responsibilities were to develop sales in the UK for new products and for tooling services and to manage the business plan for a tooling services facility to be developed in Cardiff (see page 136 of the hearing bundle). The role did not include developing existing business which the Respondent had with Rolls Royce in Derby which was already being serviced before the Claimant commenced employment although he was expected to have an onsite presence with existing clients to strengthen those relationships.
45. The Claimant was line managed on the sales side of his work by Mr. Justamon and on the service side by Arnaud Taurignan who were both based in Toulouse. He was to devote 50% of his time to each side of the role.
46. For the first two weeks of his employment the Claimant undertook an induction in Toulouse. During that time he met Phillip Pilloud, the Chief Financial Officer and we accept that he was told that Mr. Pilloud was responsible for any human resources issues. That was denied by the Claimant but we did not accept his evidence on that point which is undermined by the fact that when communicating with Mr. Justamon after he was told of the termination of his employment (which as we shall come to below was verbally on 19th February 2024) he copied in Mr. Pilloud who he referred to as "HR".

47. During that induction, the Claimant met with Mr. Taurignan who explained to him the process for quoting for repair work and provided him with training from others on that so that he could gather the pipeline business to facilitate opening operations in Cardiff and he also discussed with Mr. Ghosn, then then CEO, the Respondent's strategy in that regard.

Company vehicle

48. The Claimant had believed that the Respondent would be providing him with a company vehicle for his sole use. We accept that that was not the Respondent's intention and particularly not when the Claimant was still in his probationary period as it was not viable to purchase a car or take out a long lease if his employment was not going to be confirmed after that period. The clause in the Claimant's contract of employment with regard to the provision of a company vehicle is set out above and we accept that it did not obligate the Respondent to purchase a vehicle for the Claimant's sole use or take out a long lease vehicle.
49. None of the employees in the UK had a company vehicle. They were all based in Derby and used a pool vehicle as and when necessary. As it was not always available and the Claimant was a fair distance from Derby we accept that it was not practicable for him to use that for client visits.
50. The Respondent via Mr. Justamon with whom the matter was discussed told the Claimant to use rental cars for him to use for client visits in accordance with their standard practice. The Claimant did not want to do that and emailed Mr. Justamon on 15th November 2023 indicating that he felt that the costs were prohibitive. He proposed instead that he use his personal vehicle and that the Respondent pay him a car allowance. Mr. Justamon discussed with the Claimant that he should not worry about the costs as that would be dealt with by the Respondent and that he should not be using his own car. The Claimant was given a float for expenses which he would have been able to use for such rentals.
51. Despite the fact that that was not the Respondent's preference the Claimant continued to use his own car and was paid for expenses that he submitted for using his own car, which he continued to do despite what he had been told by Mr. Justamon, including for new front tyres, and mileage claims. There was no entitlement to a car allowance nor did the Respondent offer to provide for one.

Concerns over the Claimant's performance

52. We accept the evidence of the Respondent's witnesses that during the course of the Claimant's employment they began to have concerns over his performance and that these had manifested themselves from early into his employment. Particularly, we accept the evidence of Mr. Justamon that on the sales side he was concerned about the fact that opportunities at an aviation event in late September 2023 had not been maximised by the Claimant and that he had had only a handful of meetings when the expectation was for much more than that. Similarly, at a later event Mr. Justamon also had concerns that the Claimant attended in October 2023

which he had described as a “meet and greet” despite an email briefing beforehand that meeting customers was a key aim for those attending. The Claimant accepted in his evidence that that event was an important one to the Respondent.

53. There were also concerns surrounding the Claimant’s servicing of existing clients of the Respondent. Those relationships had previously been managed out of Toulouse before the appointment of a Sales Manager but it had been expected that the Claimant would take over that responsibility because being based in the UK he would be better placed to visit the clients onsite and build more effective relationships with them. We accept the evidence of Mr. Justamon that from what he had seen the Claimant was not undertaking those visits as expected and that was particularly the case for an existing client in Cardiff who Mr. Justamon wanted to develop the relationship with and ultimately open the service centre with them in mind.
54. We accept the evidence of Mr. Justamon that he raised his concerns with the Claimant at an early stage and pressed upon him the expectation to visit clients on site rather than just on the telephone and that he expected the Claimant to be more proactive but that the situation did not improve and his concerns increased.
55. We also accept the evidence of Mr. Justamon that he was concerned as to some of the communication that the Claimant had where he had vocalised to clients that the delays were down to colleagues on other teams whereas what had been expected was loyalty and a proactive approach to seeking to resolve the issue. Mr. Justamon also had concerns that the Claimant was unwilling to heed his direction which, in terms of taking direction and management, became a wider issue with regard to focus on the operations in Wales. We come to that further below in respect of a meeting between the Claimant and Mr. Taurignan in January 2024.
56. We accept the evidence of Mr. Taurignan that in respect of his management of the Claimant he also had not insignificant concerns. Particularly, there was an expectation for the Claimant to produce a business plan regarding opening the service centre in Wales which had not been forthcoming and, as we shall come to further below, was never forthcoming prior to the termination of the Claimant’s employment.
57. Mr. Taurignan also had concerns, again from an early stage, over the Claimant’s technical abilities. That came not only from feedback during the Claimant’s induction but also from what he had seen thereafter and included the fact that the Claimant needed help producing quotes, failing to understand the technical aspects of a customers requirements, being unable to recognise an obsolete tool and not understanding that the Respondent was unable for licensing reasons to undertake a particular quote.
58. Mr. Taurignan also shared similar concerns to Mr. Justamon regarding the Claimant’s communication style and failure to follow instructions. We accept that he held similar concerns to Mr. Justamon over the Claimant’s description of attendance at an event in October 2023 as a “meet and greet”. Mr. Taurignan had been expecting a report that he could present to the board regarding customer meetings at the event. When pressed for that the

Claimant said that he had not had any set meetings. When Mr. Taurignan asked the Claimant whether he had had meetings with UK customers he had replied that it was “more a meet and greet”. Mr. Taurignan’s reply to that message was indicative of the fact that he was not happy with the Claimant’s response (see page 218 of the hearing bundle).

59. We accept the evidence of Mr. Taurignan that he was also frustrated by having to chase the Claimant and him not following expectations that were set of him and that Mr. Ghosn shared that frustration. That is evident from an exchange between the Claimant and Mr. Ghosn in early November 2023 where the Claimant had sent out a key quote without prior reference to Mr. Ghosn who had expressed previously that he had wanted to see it before it was sent (see page 265 of the hearing bundle).
60. Mr. Taurignan also had concerns over the Claimant’s lack of communication with customers. Of particular note was a missed deadline where the Claimant had failed to communicate with or give feedback to a client and which Mr. Taurignan was clearly frustrated about (see page 229 of the hearing bundle). The lack of communication in respect of this client was concerning because it was a key client for the Respondent and the one who had asked them to set up the service centre in Wales.
61. The above were not exhaustive of the concerns that were held about the Claimant’s performance. Whilst we accept that the Claimant does not accept those criticisms or that his performance was wanting, we accept that Mr. Justamon and Mr. Taurignan genuinely held those concerns.
62. Another factor relevant to the Claimant’s contention that there were no issues with his performance are highlighted in the evidence of Mr. Taurignan and at page 608 of the hearing bundle which demonstrates the gulf in performance of the Claimant in comparison with the person taken on to replace him after the termination of his employment. In terms of service quotes, which was what Mr. Taurignan was concerned, the Claimant generated none during his employment but his replacement generated 69. We remind ourselves that servicing and associated work made up 50% of the Claimant’s role.

Probation extension

63. We accept that things were not developing with the Claimant’s employment as had been anticipated – mainly on the service side of operations – but also in respect of sales where he was described as “average” and a decision was taken to extend his probationary period from three months to six months on 9th November 2023 (see page 273 of the hearing bundle).
64. That decision was taken jointly by Mr. Justamon, Mr. Taurignan, Mr. Pilloud who was the Chief Financial Officer of Dedienne Worldwide (France) and Antoine Ghosn, the then Chief Executive Officer. We accept the evidence of Mr. Justamon that Mr. Ghosn in particular was in favour of terminating the Claimant’s employment at that time. However, he and Mr. Taurignan wanted to give him the opportunity to improve and so were able to persuade Mr. Ghosn to agree to a probation extension. We did not hear evidence from Mr. Ghosn because he is no longer employed within the group but we are satisfied from the evidence of Mr. Justamon and Mr. Taurignan who had

close conversations with him about the Claimant that he also shared significant concerns about the Claimant's performance and fit with the Respondent and that he had been of the mind to dismiss the Claimant at that point. We also accept their evidence that it was never a possibility that the Claimant would be passed for probation at that time as a result of his performance.

65. As above, we accept that Mr. Ghosn felt very strongly before the extension of the first probationary period that his employment should be terminated. That was well before any time that the Claimant now relies on as being a date when the Respondent had knowledge of his disability or a suggestion that he had said that he may need time off for hearing loss.
66. Mr. Justamon had a conversation with the Claimant following the decision to extend his probation. We accept his evidence that he told the Claimant that there were concerns about his performance regarding opening the facility in Wales and his attitude and that an improvement would be needed. The Claimant disagreed with Mr. Justamon but accepted the extension of his probationary period.
67. Other than that, the Claimant did not at the time take any issue over the extension of his probationary period other than requesting that an amendment be made that the termination provisions reflected the right to one weeks notice rather than with immediate effect as had originally been the case. That was agreed by the Respondent.
68. The probation extension was documented but did not go into detail about the performance concerns and what was expected of the Claimant moving forward. Whilst we accept that Mr. Justamon had told the Claimant verbally about that, it would have been both helpful and sensible to have documented both the concern and future expectations, not least as the Claimant had made it clear to Mr. Justamon that he did not agree that his performance was wanting.
69. We should observe that the Claimant's position in his Grounds of Complaint and before us was that he was exceeding expectations/targets in respect of his performance and generating significant income (see for example paragraph 6 of the Grounds of Complaint). If that had been the case, we are satisfied that the Claimant would have raised that at the time rather than only pushing back on the issue of a notice period. As we shall come to in a later meeting which took place between the Claimant and Mr. Taurignan on 25th January 2024, he was not afraid to push back and we are satisfied that he would have done so if he felt that his probation was being unfairly extended when he was in fact exceeding expectations. We did not accept the Claimant's evidence that he was told by Mr. Justamon that his probationary period was only being extended because of UK laws. We accept that the Respondent had genuine concerns which would be the reason for an extension of a probationary period not because of "UK laws". That evidence did not make sense nor did it accord with the evidence of Mr. Justamon, which we have accepted, of the considerable performance concerns which he and others had and that that had been explained to the Claimant.

70. Moreover, if the Claimant was exceeding his targets and generating significant revenue from his own efforts as he contended, then there would also have been no reason for the Respondent to have extended his probationary period as that came well before any point where the Claimant says that the Respondent was aware of the need for him to take time off because of a disability or that disability itself. We come to the issue of knowledge of disability further below. The decision, we accept, was taken because the Claimant's performance was lacking. We acknowledge that that is likely something that the Claimant, who has run his own operations previously and been successful in doing so, would ultimately find hard to accept. The Claimant has previously achieved much and is rightly proud of his career and can well see why he would have found it difficult to accept criticisms of his performance or take direct instruction when he felt that he had a better solution.
71. It appears to us that reporting, management and the way in which the Respondent expected Sales Managers to undertake their duties was simply not a good fit for the Claimant.
72. We should observe finally that the Claimant's Grounds of Complaint made reference to him having generated over £1,000,000.00 of revenue for the Respondent during the course of his employment. That was not accurate. The figure was in fact just over 810,000.00 Euros and we accept the evidence of Mr. Justamon that much of that was from existing clients rather than, as was intended, the development of new leads and business through the Claimant's own efforts and contacts.

Review meeting

73. We accept that the Respondent had further concerns over the Claimant's progress during the course of his extended probationary period. Mr. Ghosn accordingly arranged a review meeting with the Claimant by Teams to take place on 21st December 2023. Mr. Taurignan was also to be in attendance. The invite made plain that Mr. Ghosn was very concerned about the lack of progress in Wales and especially from the GE side and that he wanted the Claimant in preparation for the meeting to put together a presentation of his action plan for 2024 to get the expansion into Wales back on track (see page 413 of the hearing bundle). The Claimant declined the meeting (see page 419 of the hearing bundle). The Claimant's evidence was that at the time of the meeting he was at a hearing test. However, if that was the case the Claimant did not reply to say why he was declining the meeting or ask for another time to be arranged.
74. On 28th December 2023 Mr. Ghosn emailed the Claimant and again set out his concerns about progress. He set out his expectations for volumes of orders in Wales and extending services outside of Derby (see page 420 of the hearing bundle).
75. By this stage the Claimant had made no progress in relation to setting up operations in Cardiff, which accounted for 50% of his role, and had still not produced a business plan.

25th January 2024 meeting

76. Mr. Taurignan held a discussion with the Claimant and, for part of that meeting, a member of the team from Derby on 25th January 2024. He sent what was referred to as a recap to Mr. Justamon and Mr. Ghosn after the meeting had taken place. We accept that it was an accurate record of what had been discussed.
77. The note recorded that the Claimant had been struggling to gain traction in Wales and saw the greater business potential as being in England. The Claimant was asked for an action plan in relation to the Wales business which he refused to provide as he wanted the focus to be on developing business in England at that time. That neglected the fact that that was not what the Respondent wanted him to do, not what he had been employed to do for at least 50% of his time and that it was not his decision to take unilaterally. We did not accept his evidence that Mr. Justamon had told him to focus his efforts in the direction that he was.
78. The note provided further concerns about the Claimant including the fact that he did not see the need for reporting or action plans, that he would not produce a business plan for Wales in three months because his priority was developing business in England and that he would not be “micro managed”.
79. Mr. Taurignan’s view was that the Claimant’s working methods did not align with the Respondent’s and that he followed his own plans and ways of working without considering what was required of him by his management team. He expressed a view that the Claimant worked well but that he had to at least comply with management and reporting requirements and he looked back to Mr. Justamon and Mr. Ghosn for guidance (see pages 550 and 551 of the hearing bundle).

Knowledge of disability

80. As we have already remarked above, the Claimant’s position on knowledge of disability has somewhat evolved. The position clearly set out in the Claimant’s Grounds of Complaint was that the Respondent had knowledge of his disability by reason of what was said in a telephone call with Mr. Justamon on 19th February 2024 regarding the need to take time off for hearing loss and which we come to further below. The same Grounds of Complaint also set out that the Claimant contended that the Respondent had knowledge of his disability in that he had made them aware of that on 27th December 2023. The Claimant also referenced those positions in his witness statement at paragraphs 19 and 20 and particularly that he informed the Respondent of “this condition” (i.e. hearing loss in one ear) on or around 27th December 2023. In fact, as we come to below that was not the case and there was no mention at all at that time of hearing loss.
81. The reference to 27th December 2023 is in fact a reference to an email sent by the Claimant on that date to Mr. Justamon and others. It referred to the Claimant preparing a quote which he undertook to do before the end of that week and said “*I have come down with shingles*”. The email said absolutely nothing about hearing loss and it could not possibly put the Respondent on

notice or require them to make enquiry if the Claimant was suffering with anything else other than shingles.

82. When it was pointed out to the Claimant in cross examination that the email made no reference to hearing loss, the Claimant's evidence changed that he had had a Teams call with Mr. Justamon on that date and that he had told him that he was ill with hearing loss, dizziness as a result and could not drive. That was not in the Claimant's Claim Form, it was not in his witness statement and did not feature in his application to amend the claim. We did not accept that evidence and are satisfied that no such conversation took place on that date or at all. The Claimant's evidence also developed further that everyone within the Respondent knew that he was ill and that he had told "lots of directors" and the "whole management team". Again, that was mentioned for the first time in cross examination and we did not accept that evidence.
83. However, as we dealt with above the Claimant made an application to amend the claim to set out that he had told the Respondent about his hearing loss on 3rd January 2024. By that time the Claimant would have seen from the metadata for the dismissal letter, which we come to below, the fact that prior to that call taking place that letter had already been dispatched. Therefore, if the position was maintained that his hearing loss had only been mentioned during that discussion (nothing clearly having been said about it on 27th December 2023), that or any absences which might result could not be the reason for his dismissal.
84. The reference to 3rd January 2024 was an email to Anastasia Berridge of the Respondent which made reference to the fact that he had shingles and "also loss all hearing in my right ear".
85. In addition and as above, his evidence before us was that it was common knowledge that he had hearing loss and he had told a number of people during the course of his employment. We did not accept that evidence and it contradicted the amendment application that he had made and the original position as set out in his Grounds of Complaint.
86. We were also taken to a series of messages which the Claimant had exchanged with Cinthya Conteras of the Respondent (who was a subordinate to the Claimant) on 8th January 2024. The first of those which are relevant was the Claimant indicating that he had been unwell which following enquiry he said that he had been unwell with shingles and also that he had loss of hearing in the right ear (see pages 465 and 469 of the hearing bundle). The Claimant set out in further messages that he was on a course of tablets for shingles and that he was awaiting an MRI scan for what he referred to as sudden hearing loss. Ms. Conteras asked the Claimant if he required a "stoppage" which was clearly a reference to needing time off sick. We did not accept the Claimant's explanations in his evidence about his understanding of what that message meant and that he had thought that she was referring to whether he needed a grommet in his ear. That evidence made no sense and we did not accept it.
87. Nothing in those messages was sufficient to put the Respondent on notice that the Claimant had a disability nor was it sufficient that they had

constructive knowledge and should have made further enquiries. The Claimant referred to “sudden” hearing loss which did not suggest that it was a long term condition and appeared to be linked to the fact that the Claimant was suffering from shingles.

88. It is notable that the Claimant never raised with Mr. Pilloud (who he knew was responsible for HR matters) or Mr. Justamon or Mr. Taurignan as his line managers the fact that he had a serious medical condition or disability which required reasonable adjustments (that being referred to by the Claimant in his evidence but which did not form part of the claim) as we would have expected him to do. There was nothing to put them on notice of any long term medical condition or a need to make further enquiry into the same.
89. We are satisfied that the Respondent did not know and could not reasonably have been expected to know that the Claimant was disabled before the termination of his employment.

Termination of the Claimant's employment

90. We accept the Respondent's evidence that they had significant concerns about the Claimant's performance which were not allayed by what happened during the course of the 25th January 2024 meeting. Following further discussions after the meeting and in the run up to the further probationary extension coming to an end the decision was therefore taken, again by Mr. Justamon, Mr. Pilloud, Mr. Ghosn and Mr. Taurignan, that the Claimant's employment was to be terminated. That was largely as a result of service concerns and particularly the lack of progress in Wales which the Claimant was not prepared to address as the Respondent had requested and had still produced no business plan for. To a lesser degree there also continued to be sales concerns but we accept Mr. Justamon's evidence that the Claimant was “average” in that regard which did not justify retaining him in employment in view of the other performance concerns.
91. The decision was accordingly taken to terminate the Claimant's employment. That was communicated to the Claimant by letter dated 19th February 2024 from Philippe Pilloud (see page 593 of the hearing bundle). The letter set out that the Claimant's performance had not reached a satisfactory standard during his probationary period. We accept that that was the reason for termination of the Claimant's employment. The letter was sent to the Claimant by courier. It was dispatched from France in the early hours of the morning on 19th February 2024 and arrived with the Claimant and was signed for by him the following day at 13.59 (see pages 596 to 600 of the hearing bundle).
92. We have seen the metadata in respect of the dismissal letter which we have already referred to above. That demonstrates that the letter was last edited on 16th February 2024 at 15.13 which we are satisfied was the day that the decision had been taken to dismiss the Claimant. It had been created on 24th November 2024 which is reflective of the ongoing discussions in Toulouse about the Claimant's ongoing employment.

93. We accept the evidence of Mr. Justamon, which we preferred to that of the Claimant, that he had a telephone conversation with the Claimant on the morning of 19th February 2024 after the letter had already been dispatched to the courier during which he informed him about the termination of his employment. We do not accept the Claimant's evidence that he was not told about the termination of his employment and that he had discussed business with Mr. Justamon and that he had disclosed health issues with regard to his hearing loss such as not being able to drive and in respect of dizziness. As we have said, we prefer the evidence of Mr. Justamon on that point not least as it would make logical sense for him to tell the Claimant about the termination of his employment with the letter already being on route to him. There would have been no need to discuss business matters given the decision to terminate employment.

94. The Claimant wrote to Mr. Justamon and Mr. Pilloud by email on 20th February 2024 at just after 8.00 a.m. By that time we accept that he was already aware of the termination of his employment via the call with Mr. Justamon and that the dismissal letter was on its way to him. The relevant parts of the Claimant's email said this:

"I am writing to inform you that I am not feeling well and have been up all night.

As a result, I would like to request sick leave as from today 20/02/2024 and a Fit Note will be sent to you within the next few days.

I have informed you last month and to numerous members of the management team, regarding my health issues, that are ongoing.

During my absence, I will check by emails periodically in case of any urgent matters arises (sic) that require attention.

However, please understand that my response times may be delayed due to my current health condition.

I will keep you updated on my recovery progress and seek medical attention to ensure a swift return back to work".

95. Other than to suggest a link between his health, it is difficult to see why the Claimant would have sent that email because he was aware that he had already been dismissed and would not be returning to work whether swiftly or otherwise.

CONCLUSIONS

96. We begin by dealing with the complaint of direct disability discrimination. This complaint fails because at the material time with which the claim is concerned (i.e. the date on which the decision was made to terminate the Claimant's employment) the Respondent did not know and could not reasonably have been expected to know that the Claimant was disabled. All that the Claimant had said was that he had sudden hearing loss which had occurred at the same time that he was suffering with shingles. There was nothing which did or should have put the Respondent on notice that that was

a condition that had or was likely to have a long term substantial adverse effect on the Claimant's ability to undertake day to day activities.

97. However, even if we had not found that to be the case then the Claimant has shown no facts from which we could conclude that his disability had anything to do with the decision to dismiss him. The Claimant relies on a hypothetical comparator which on our findings would be someone who had been taken on in order to grow UK business other than in Derby and to set up operations in Cardiff but had failed to do so, had had their probationary period extended and had still failed to improve their performance. There is nothing at all to suggest that anyone in those circumstances who did not have hearing loss would have been treated any differently to the way that the Claimant was treated. The burden is on the Claimant to show those facts and nothing has been adduced other than assertion.
98. The direct discrimination complaint therefore fails and is dismissed.
99. We turn then to the complaint of discrimination arising from disability. Again, that complaint fails on the basis that the Respondent did not know and could not reasonably have been expected to know that the Claimant was disabled at the material time.
100. However, we have gone on to consider had we not made that finding what we would have concluded in respect of the substantive complaint. The Claimant relies on the fact that he raised health issues and that he needed time off work which he says that he raised with Mr. Justamon on 19th February 2024. We do not accept that the Claimant raised those matters with Mr. Justamon on 19th February and that he did not indicate anything about needing time off work until the following day in the knowledge that he had already been dismissed.
101. We are also satisfied that the Claimant's health and his need to take time off had nothing to do with the decision to dismiss him which was, as we have already indicated above, because of the deficiencies in his performance. That decision had already been taken and a letter was already on route to the Claimant around five hours before the conversation to confirm that.
102. It follows that the complaint of discrimination arising from disability therefore also fails and is dismissed.
103. We turn then to the complaint of unauthorised deductions from wages. We remind ourselves that that relates to an assertion that the Claimant was entitled to a bonus of £10,000.00. In order to succeed in a complaint of unauthorised deductions from wages the Claimant needs to ascertain that he was not paid a sum that was properly payable to him. The Claimant relies on the clause in his contract of employment which provided for a bonus payment of *"up to £10,000 bonus subject to performance review/meeting targets"*. We are not satisfied that the Claimant met the targets that the Respondent had set for him and, particularly, not the requirement to launch operations in Cardiff. Accordingly, the Claimant was not entitled to a bonus payment and no unauthorised deduction was made from his wages in not paying one to him. In all events, we have nothing before us from the Claimant other than to assert that he should have received £10,000.00 as to the calculation of

bonus entitlement. It could not possibly have been £10,000.00 when the Claimant had not achieved what he was required to achieve on the service side.

104. We finally turn then to the complaint of breach of contract relating to the provision of a company vehicle. The Respondent was not in breach of the relevant clause of the Claimant's contract of employment. There was nothing in that clause which required the Respondent to purchase a company car for the Claimant, obtain a long lease car or pay a car allowance. The clause only required the Respondent to provide a vehicle for use during working hours for the Claimant to visit clients. The Respondent proposed to do that by paying for a lease car during the course of the Claimant's probationary period. It was the Claimant who eschewed that suggestion and insisting on using his own vehicle.
105. Moreover, even if we had found that the Respondent had breached the Claimant's contract of employment in that regard then it would not have been possible to have awarded the Claimant damages or any other sum to compensate for such a breach. That is because the Claimant was reimbursed for all expenses incurred using his own vehicle and he has therefore suffered no discernable loss even if the Respondent had been in breach.
106. The breach of contract claim therefore also fails and is dismissed.

Approved by:

Employment Judge Heap

Dated: 07 October 2026

Sent to the parties on

....07 October 2026.....

For the Employment Tribunal

.... Hakeem Nuama.....

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