Case Numbers: 2206149/2018

THE EMPLOYMENT TRIBUNAL

SITTING AT: **LONDON CENTRAL**
BEFORE: **EMPLOYMENT JUDGE ELLIOTT**
MEMBERS: **MR R PELL**
MR D EGGMORE

BETWEEN:

Ms G Turner

Claimant

AND

Mr S Al Bassam

Respondent

ON: **25 and 26 July 2019**

Appearances:
For the Claimant: **Mr D O'Dempsey, counsel**
For the Respondent: **Ms R Azib, counsel**

JUDGMENT

The Judgment of the Tribunal is that:

1. By a majority, the claims for automatically unfair dismissal and pregnancy/maternity discrimination fail and are dismissed.

2. Unanimously, the claim for failure to provide written reasons fails and is dismissed.

REASONS

1. By a claim form presented on 21 September 2018 the claimant Ms Genneah Turner brings claims of automatically unfair dismissal, pregnancy and maternity discrimination and failure to provide a written statement of reasons for dismissal.

2. The claimant worked for the respondent as a theatre administrator and personal assistant. Her dates of service were from 11 September 2017 until 6 July 2018. The respondent's case is that she was dismissed by reason of redundancy.

The issues

3. What was the reason for dismissal? The claimant contends that the reason for dismissal was pregnancy or maternity related and the respondent contends that the reason for dismissal was redundancy.

4. It is an issue for the tribunal as to whether there was a genuine redundancy situation.

5. The claimant did not have two years' service and claims automatically unfair dismissal. The issue is therefore the reason for dismissal and not procedural fairness under section 98 ERA.

6. Was there a failure to comply with the Maternity and Parental Leave (MPL) Regulations (referred to below) by failing to offer the claimant any suitable alternative employment.

7. Both parties agree that Regulation 10(1) and Regulation 20(2)(b) of the MPL Regulations do not apply on the facts of this case.

8. Did the respondent treat the claimant unfavourably because of her pregnancy or because she sought to exercise the right to take maternity leave by dismissing her? It was not in dispute that the dismissal took place during the protected period.

9. Whether the claimant was given written reasons for dismissal under section 92 ERA 1996? The respondent's case is that reasons were given and the claimant's case is that reasons were given but they were not the true reasons so there was a failure to comply.

10. There is no dispute that the dismissal took place during the protected period.

11. If applicable there will be the issue of remedy. The claimant confirmed on day 1 that she did not pursue any uplift under the ACAS Code.

12. There is a mitigation issue and a *Polkey* point on remedy.

Witnesses and documents

13. The tribunal heard from the claimant and her union representative Ms Jane Rodger.

14. The tribunal heard from the respondent. We had a witness statement for the respondent from an actress named Ms Catherine Gowl. She did not give evidence and we confirmed with the parties that we could only attach very limited weight to this statement. She was not an employee of the respondent but worked in one of his productions.

15. There was a bundle of documents of about 200 pages (some pages being sub-numbered).

16. On day 2 towards the end of the respondent's evidence the claimant wished to introduce as late disclosure an email chain from December 2017 dealing with grant applications. The documents had only been disclosed the evening before the start of this hearing and the case had already been prepared for a hearing in February 2019 and had been postponed. The respondent objected to the late introduction. We decided unanimously that the documents would not assist us but the claimant could ask questions on the topic if considered relevant.

17. We had oral submissions only from counsel. All submissions were fully considered even if not expressly referred to below.

Findings of fact

18. The respondent is a playwright and theatre director with commercial interests in the UK through an international theatre production company. He is mainly based in Kuwait.

19. The claimant worked for the respondent as a theatre administrator and personal assistant. Her dates of service are not in dispute, being from 11 September 2017 until 6 July 2018. She had less than two years service.

<u>The contract of employment</u>

20. The claimant's contract of employment was with the respondent personally and not with his UK-based company Zaoum Productions Ltd. The contract was at page 41 of the bundle. She was appointed to assist the respondent on projects in Europe and the USA. She accepted that she was the respondent's only employee in the UK. The claimant accepted that the respondent also has a production company in Kuwait.

21. The claimant's place of work was set out in clause 3 on page 41:

> *Your normal place of work is 104 Portsea Hall, Portsea Place, London W2… or such other place within London as we may reasonably determine.*
>
> *You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.*

22. The place of work was the respondent's house in London. The respondent also has an assistant in Kuwait whom he has employed since 2007.

23. There were two main components to the claimant's job: organising theatre projects which involved liaising with theatre companies, producers, musicians, agents and PR and arranging personal matters for the respondent. This could include anything from booking travel for him and his family, to dealing with household matters and organising the payment of bills. There was no job description and the claimant's duties were not set out in writing.

Increase of working time and pay

24. When the claimant first started work the respondent in September 2017 she worked for two days per week. On her second day of employment, on 12 September 2017, she asked to increase her days of work on a temporary basis (page 48). With effect from 31 October 2017 this increased to 4 days per week and it remained at this level until the termination of her employment. It was the claimant who requested the increase. The respondent emailed the claimant on 31 October 2017 stating that they should start the four days per week whenever she was ready (page 50). He said he was happy to increase her salary which he did. He suggested financial incentives for "gigs" or projects that the claimant brought to the table. There was nothing in writing to show that this was a temporary arrangement. Both parties anticipated and hoped that there would be more work going forward.

25. The claimant accepts that she did not bring in any specific work projects. She said that discussions had started for this work and it was ongoing at the date of her redundancy.

26. The claimant replied on 1 November 2018 (page 49) saying that her salary would be the smallest she would have had in a decade. She made a counter offer on salary of £4,000 gross per month, to which the respondent agreed. She said she would work on "*push and strategy*" seeking to promote the respondent's work. This included researching potential arts grants that might be available for his work. We find it did not include the making of the application for any such grants. He was keen for their working relationship to work for their mutual benefit.

The workload

27. In mid-January 2018 the respondent finished work on a production in Boston. No further performances of the play were commissioned. The respondent began working on a production referred to as "UR" which was taking place in Munich in the autumn of 2018. By April 2018 the contracts for UR had been finalised leading to a reduction in work.

28. The respondent's case is that redundancy had been in his mind for some time, going back to February 2018. He said he had contacted his recruitment agent, Ms Rose Taylor, in February to discuss "*the reservations [he] had about the claimant's utility to [him]*" (statement paragraph 21). Ms Taylor had originally placed the claimant in the respondent's employment. There was no documentary evidence to support this. The respondent said it was a telephone conversation with Ms Taylor.

29. The claimant took a period of holiday from about 27 April 2018 returning on Monday 14 May 2018. The respondent's evidence was that he "*did not really notice her absence*" (statement paragraph 16). He said that he covered her work and picked up the conversations with the theatre in Germany and the collaborators. His evidence was that it was during this time that there was

no continuing need for her role. It was not in dispute that the claimant had a work-related meeting in Melbourne, during her holiday, with a view to creating some interest in the respondent's work for the Melbourne Festival.

30. On her return to work on 14 May 2018 the respondent emailed the claimant (page 64) setting out his priorities for her that week which included preparing for a meeting at the Young Vic and combing through the arts grants.

Notification of pregnancy

31. It is admitted that on 21 May 2018 the claimant informed the respondent that she was pregnant. The baby was due in November and the claimant planned to commence maternity leave on 5 November 2018. She confirmed this in an email (page 86) giving her due date as 19 November and stating that she planned to take 39 weeks maternity leave ending on Tuesday 6 August 2019. The claimant's evidence was that the respondent looked shocked and was not pleased. At the end of the email she said "*Thank you for your well wishes. Means a lot*". The claimant backtracked from this in evidence and said she put this in the email so it did not look like she had a need to record matters in writing and she felt uneasy about his reaction. She did accept that he said it was a "*joyous occasion*".

The Munich project

32. On 24 May 2018 the respondent relocated to Munich to work on the UR project. The performances were to run from September 2018 to February 2019. The respondent accepts that the claimant had been involved in the preparations for this production. The respondent was provided with four production assistants to assist him during the 8 week rehearsal period (an initial period of 6 weeks followed by 2 weeks just before the play started). They were employees of the State Theatre of Bavaria.

33. It had already been planned that the claimant would travel to Germany to join the respondent from 27-29 May 2018 at the start of the rehearsal period. As it turned out she went from 28-29 May, for just two days. She went to help issue and give out contracts, cash envelopes (*per diems*) and other information and material. By the start of rehearsals on 28 May 2018 the respondent became aware of the full extent of the assistance that was available to him from the State Theatre of Bavaria. We find that he was aware prior to 28 May that there would be support available and when he arrived in Munich he discovered that it was more than he had anticipated.

34. On 29 May 2018 the claimant returned to London. It was then the respondent and the staff in Munich running the rehearsals. The claimant accepts that she was not involved in the creative process, that was not her role.

Notification of redundancy situation

35. On Friday, 1 June 2018 the respondent telephoned the claimant to discuss

the potential redundancy situation. This is the first time the respondent had made any mention of this to the claimant. He told her that he had a reduced need for a personal assistant as he was expecting to spend less time living and working in the UK. He also said that there was nothing scheduled or sourced beyond the current production of UR. He had hoped and expected that there would be revivals of past productions or commissions for new productions but as at 1 June 2018 nothing was on the cards. He did have a project in Tunis which had been commissioned prior to the claimant starting in her role. He knew that he would be provided with a local assistance by the theatre with mainly Arabic speaking staff. Ultimately the Tunis project did not take place.

36. The claimant's evidence (statement paragraph 16) was that she was shocked by the call. The respondent's evidence was that her first response was to say that pregnancy had protected status and that her friends and family had warned her that he would do this.

37. The respondent told the claimant that any residual work she was involved in could be carried out by his production office and his assistant in Kuwait.

38. The respondent followed this with a letter, sent by email, dated 1 June 2018 headed provisional redundancy. The letter was page 94 of the bundle. It was headed "*provisional redundancy*". In the letter the respondent set out the reasons which he said was his personal and professional circumstances changing over the next six months. He said his circumstances were then uncertain beyond the six-month period.

39. The claimant accepted in evidence that there was nothing booked in the diary after that, because that is the nature of the job. The claimant also accepted that the respondent had assistance in Germany and said that this was foreseen. She knew that the next project was likely to be in Tunis. The claimant did not know whether this project ever materialised but accepted that by early June 2018 it was not booked in the diary. As we have said above, the project did not materialise.

40. The claimant was taken in evidence to the work calendar from April to August 2018. She accepted that after the Munich rehearsals there was nothing else booked in the diary. She accepted that but said that this was not unusual because when she started working for the respondent when they only had a 1-day play booked in Antwerp and the Boston which ended its run in mid-January 2018.

41. The claimant accepted that the respondent has an assistant in Kuwait who could cover her work if she was not there. She acknowledged that there was a gap of a few months between her predecessor leaving and the commencement of her employment, when the Kuwaiti employee covered the work.

Consultation call 4 June 2018

42. By way of consultation, a Skype call was arranged to take place on Monday 4 June 2018 as the respondent was in Germany. The claimant was joined on the call with her BECTU union representative Ms Jane Rodger. They were not in the same room together. Everyone Skyped from their own location.

43. Ms Rodger took handwritten notes during the call which were not disclosed. She prepared a typewritten note of the call which was page 95 of the bundle. This also included her own commentary on the call.

44. The respondent said he was to discuss a way in which her employment might be able to continue. He said that at present he did not believe there was sufficient work to justify a permanent position over the next 6 months and possibly beyond. During the call the claimant's union representative Ms Rodger asked whether the claimant could work reduced hours. There is a dispute as to whether the respondent said he thought there would be "*a day a month*", or whether he said "*a day a month at the most*". He said he would think about it.

45. The claimant accepted in evidence that she did not suggest any alternative role.

Termination of employment

46. On 5 June 2018 the respondent wrote to the claimant (page 102) confirming that she was redundant with effect from 6 July 2018. He said that there were no alternative roles available. The claimant was not required to attend work after 13 June 2018. She was placed on garden leave and paid to the end of her notice period on 6 July 2018. She was given a right of appeal.

47. Also on 5 June 2018, by email, the claimant was asked to produce a list of ongoing matters that she was dealing with as a handover to the respondent and his Kuwait office (page 100). The claimant's reply was at page 99.

48. The handover notes were in the bundle at page 112. They covered four headings: (i) passwords; (ii) outstanding and recurring invoices; (iii) key things for the summer and (iv) personal things on the schedule at the moment. Item (i) was for information. Item (ii) was for information and a reminder that they would need to be paid. Item (iii) was partly promotional work by the theatre in Munich. The claimant also accepted that part of item (iii) was about the creative work that the respondent needed to do to submit a draft of a play to the Artistic Director at the Young Vic and item (iv) dealt with items like curtains, a rug and a mirror and booking cars for a Geneva trip. The respondent's evidence was that this was an "empty" list and did not amount to work.

The appeal against dismissal

49. Through her union representative, the claimant appealed against her

dismissal by letter dated 7 June 2018 (page 107). The grounds of appeal consisted of five points, which were that:

a. She was only selected for redundancy because of her pregnancy
b. There was a continuing demand for her duties to be performed
c. Her workload was anticipated to increase
d. Unfair selection for redundancy
e. No genuine redundancy situation

50. As the respondent remained out of the country, her appeal took place telephone conference on 14 June 2018. Once again the claimant was accompanied on by her union representative and once again Ms Rodger took handwritten notes which were not disclosed. We had her typewritten notes (page 118) which again contained her commentary on the call.

51. The appeal hearing was conducted by the respondent even though he was the dismissing officer. We find that there was no one else to conduct the appeal as he was the employer and the claimant was his only employee. The respondent agreed that it was not ideal that he conducted both meetings.

52. The appeal was not upheld and the decision was confirmed in a letter dated 14 June 2018 (page 120-121). The respondent set out his reasons for refusing the appeal. They were (i) that the timing of her pregnancy was coincidental to the downturn in work. He said she was aware of this or should have known this would be likely following his relocation to Germany for the medium term (ii) when he increased her work from two days to 4 days per week in October 2017 there was more work to do including the preparation for the current production in Germany. There were no more international dates now that the German production was underway and he had administrative assistance provided there (iii) he would be reducing his own time in the UK over the coming months. He said since April 2018 he had only spent five days in the UK and this was not likely to change until the production opened in Munich in October (iv) he said there was no unfair selection because she was his only employee so there was no need to conduct the selection process. He said unfortunately there just was not enough work in the UK to require or justify a role at her level or at all (v) he said that the request to handover the residual duties to his Kuwaiti office did not mean that her role was not redundant.

53. The claimant had asked about a potential future project with the Young Vic. This required the respondent to carry out the creative work, something that the claimant accepts she was not involved in, and he was not due to do this before December 2018. He said it was unlikely that he would require any assistance with it.

<u>Other relevant matters</u>

54. The respondent's evidence was that he has only spent about 10 days in the UK since the termination of the claimant's employment. This case was originally due to be heard in February 2019 when arrangements were made

to take the respondent's evidence by video-link. As a result of the postponement, the respondent was able to attend in person to give his evidence.

55. The respondent recently wound up his UK production company Zaoum Productions Limited and we saw from page 172 of the bundle that it was dissolved on 2 July 2019. The respondent's evidence was that he has no continuing business interests or residential address in the UK. His London property is rented out.

56. The respondent's evidence was that he has not appointed any new workers in the UK or elsewhere in Europe (statement paragraph 52). His long standing assistant in Kuwait now manages all of his international affairs from Kuwait.

Finding as to the reason for dismissal

57. It was suggested by the claimant that one of the reasons for making her redundant was because the respondent did not wish to incur the cost of her maternity pay. Other than the first six weeks at 90% the cost would have been minimal and it is possible that the respondent may have been able to recoup through the National Insurance scheme – we noted from the claimant's payslips (eg page 159) that NI deductions were being made. We find unanimously that the cost of the maternity pay was not an important factor in his thinking.

58. The timing of the announcement of the redundancy situation is such that we find that the burden of proof passed to the respondent in the discrimination case. The claimant notified the respondent of her pregnancy on 21 May 2018 and 11 days later was told about the redundancy situation.

The majority decision

59. The majority decision (Employment Judge and Mr Pell) is that the reason for dismissal was redundancy. We find there was a genuine redundancy situation. The respondent did not have any substantive work booked in the diary going forward. We saw the diary pages going to November 2018 (at page 155).

60. We accepted the respondent's evidence that he had noticed a dip in the work from February 2018. We find that it is not unusual that he chose not to raise this immediately with the claimant. It is not uncommon for employers to hope that the position will improve before having to raise matters with their employees. Early warning of possible redundancies, which may not materialise, can be unsettling.

61. We noted the claimant's point that there was no evidence of the respondent's conversation with Ms Taylor about this. We find that the respondent was not a "notetaker". He works on the creative side and this is not a workplace with an HR or managerial system where notes are commonly

taken. He did not take notes of his consultation calls with the claimant. We draw no adverse inference from the lack of documentary evidence of the respondent's thinking in February 2018.

62. We find that it is matter for an employer to decide how he/she or they will organise the work and the respondent chose to redistribute that work to Kuwait and to rely for the Munich project on the extensive assistance he was given by the theatre.

63. We find that after learning about the claimant's pregnancy on 21 May, he went to Munich on 28 May and found that there was even more support than he anticipated. He had four production assistants at his disposal. He said of his arrival at the theatre on 28 May, that although he had been expecting some assistance, when he arrived there were about 22 people and in his words it was like "*two football teams*". This included the actors.

64. With the discovery of the extent of the support in Munich coupled with the fact that the respondent found that while the claimant had been on holiday from 27 April to 14 May he had hardly noticed her absence, his thoughts crystallised and he made the decision to utilise the support in Munich and Kuwait and he no longer had a requirement in London for the work that the clamant had been doing. The claimant accepted that the Kuwait assistant could and had previously covered the work.

65. We also considered the handover notes at page 112 and we agreed with the respondent that this did not disclose a great deal of work to be done. He described it as "an empty list".

66. We find that the reason for dismissal was redundancy. We find that there was no alternative employment to be offered to the claimant. The respondent chose to redistribute the work overseas and we find he has not replaced the claimant in the UK.

<u>Minority decision</u>

67. The minority decision (Mr Eggmore) is that the reason for dismissal was the notification of the pregnancy on 21 May 2018 and making it clear that she was taking maternity leave and giving the dates of this leave.

68. The minority decision does not accept that the respondent was considering a dip in work in February 2018, because there was no evidence of this. There was no prior warning to the claimant of the possibility of redundancy until 1 June, 11 calendar days after she had informed the respondent of her pregnancy and maternity leave.

69. The respondent's claim not to have noticed her absence on holiday for 2 weeks is not surprising given that the respondent said the claimant did a great job and find on a balance of probabilities that she got her work in order before she went on holiday. She also acted with a great deal of autonomy and she attended a work-related meeting in Melbourne while she was on

holiday.

70. The minority view is that the respondent has not provided a satisfactory explanation of a non-discriminatory reason following the reversal of the burden of proof.

71. So far as the ongoing work calendar is concerned, the minority is unconvinced that this was an indication that there was no work going forward and the respondent has not provided sufficient evidence of the lack of work. Part of the claimant's duties was to identify and pursue new projects and the respondent's evidence was that such projects could take considerable time. The minority decision is that there could well have been more work in the pipeline as they worked to long timescales.

72. The minority decision is that the extent of the support available in Munich was not a decisive factor.

The relevant law

73. Section 139 Employment Rights Act 1996 (ERA) provides in relation to a redundancy situation:

> *(1) For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to—*
>
> *(a) the fact that his employer has ceased or intends to cease—*
>
> *(i) to carry on the business for the purposes of which the employee was employed by him, or*
>
> *(ii) to carry on that business in the place where the employee was so employed, or*
>
> *(b) the fact that the requirements of that business—*
>
> *(i) for employees to carry out work of a particular kind, or*
>
> *(ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer,*
>
> *have ceased or diminished or are expected to cease or diminish.*

74. Section 99 ERA provides that an employee shall be regarded as unfairly dismissed if the reason or principal reason for dismissal is of a prescribed kind which includes pregnancy, childbirth or maternity. It includes a redundancy dismissal. Section 108 makes clear that the two-year qualifying period of service does not apply to an unfair dismissal claim under section 99.

75. Regulation 20 of the Maternity and Parental Leave Regulations 1999 provides that an employee who is dismissed is entitled under section 99 ERA to be regarded as unfairly dismissed if the reason or principal reason for the

dismissal is of a kind specified in paragraph (3) which includes pregnancy, childbirth or maternity leave. It also provides that the employee is entitled to be regarded as unfairly dismissed if the reason or principal reason for the dismissal is that the employees redundant and regulation 10 has not been complied with.

76. Regulation 20(2) provides that an employee shall be regarded as unfairly dismissed if the reason for dismissal is redundancy and it is shown that the circumstances constituting the redundancy applied equally to one or more employees in the same undertaking who held positions similar to her and who have not been dismissed and it is for a reason including pregnancy, childbirth or maternity leave.

77. Regulation 10 deals with redundancy during maternity leave and provides that where there is a suitable alternative vacancy, the employee is entitled to be offered any suitable alternative employment as defined within Regulation 10(3).

78. Section 18 Equality Act 2010 (EqA) provides that a person discriminates against a woman if, in the protected period, he treats her unfavourably because of pregnancy or pregnancy-related illness. Section 18(4) states that it is discrimination to treat a woman unfavourably because she is exercising, or seeking to exercise, the right to ordinary or additional maternity leave. No comparator is required. The protected period is set out in section 18(6). It was not in dispute in this case that the dismissal took place during the protected period.

79. Section 92 ERA gives a right to written reasons for dismissal. Section 92(4) provides that an employee is entitled to a written statement without having to requested and irrespective of her length of service if she is dismissed at any time while pregnant or after childbirth where her maternity leave ends by reason of dismissal.

Burden of proof

80. Section 136 of the Equality Act deals with the burden of proof and provides that if there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.

81. One of the leading authorities on the burden of proof in discrimination cases is ***Igen v Wong 2005 IRLR 258***. That case makes clear that at the first stage the Tribunal is to assume that there is no explanation for the facts proved by the claimant. Where such facts are proved, the burden passes to the respondent to prove that it did not discriminate.

82. Lord Nicholls in ***Shamoon v Chief Constable of the RUC 2003 IRLR 285*** said that sometimes the less favourable treatment issues cannot be resolved without at the same time deciding the reason-why issue. He suggested that Tribunals might avoid arid and confusing disputes about identification of the

appropriate comparator by concentrating on why the claimant was treated as he was, and postponing the less favourable treatment question until after they have decided why the treatment was afforded.

83. In ***Madarassy v Nomura International plc 2007 IRLR 246*** it was held that the burden does not shift to the respondent simply on the claimant establishing a different in status or a difference in treatment. Such acts only indicate the possibility of discrimination. The phrase "could conclude" means that "a reasonable tribunal could properly conclude from all the evidence before it that there may have been discrimination".

84. In ***Hewage v Grampian Health Board 2012 IRLR 870*** the Supreme Court endorsed the approach of the Court of Appeal in ***Igen Ltd v Wong*** and ***Madarassy v Nomura International plc****. The judgment of Lord Hope in* ***Hewage*** *shows that* it is important not to make too much of the role of the burden of proof provisions. They require careful attention where there is room for doubt as to the facts necessary to establish discrimination, but have nothing to offer where the tribunal is in a position to make positive findings on the evidence one way or the other

85. The courts have given guidance on the drawing of inferences in discrimination cases. The Court of Appeal in ***Igen v Wong*** approved the principles set out by the EAT in ***Barton v Investec Securities Ltd 2003 IRLR 332*** and that approach was further endorsed by the Supreme Court in ***Hewage*****.** The guidance includes the principle that it is important to bear in mind in deciding whether the claimant has proved facts necessary to establish a prima facie case of discrimination, that it is unusual to find direct evidence of discrimination.

86. The Court of Appeal in ***Ayodele v Citylink Ltd 2017 EWCA Civ 1913*** recently confirmed that the line of authorities including ***Igen*** and ***Hewage*** remain good law and that the interpretation of the burden of proof by the EAT in ***Efobi v Royal Mail Group Ltd EAT/0203/16*** was wrong and should not be followed.

Conclusions

87. As a result of the majority finding that the reason for dismissal was redundancy and that there was no suitable alternative employment available, the claims for automatically unfair dismissal and pregnancy/maternity discrimination fail and are dismissed.

<u>Written reasons for dismissal</u>

88. The claimant accepts that reasons were given in the dismissal letter of 5 June 2018 (page 102). Her case is that they were not the true reasons.

89. We find unanimously that the claimant was given written reasons for her dismissal in the letter of 5 June 2018. The minority view is that reasons were given, they were open to challenge, but they were the reasons relied upon

by the respondent and were given. This claim therefore fails as a unanimous decision.

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Employment Judge Elliott
Date: 26 July 2019

Judgment sent to the parties and entered in the Register on: 26/07/2019 : : .
_____ for the Tribunals