EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8000072/2024

5

Held in Glasgow on 15, 16 and 17 October 2024

Employment Judge McCluskey
Members L Millar and R Taggart

10 **Mr R Doull** **Claimant**
In Person

15 **Renfrew Transport Services Limited** **Respondent**
Represented by:
Mr C Ushieagu -
Consultant

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

20 The unanimous judgment of the Tribunal is that:

Wages

1. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period 25 December 2023 – 13 January 2024. The respondent shall pay the
25 claimant **NINE HUNDRED AND FORTY-NINE POUNDS AND FIFTY PENCE (£949.50)** which is the gross sum deducted. The claimant is responsible for the payment of any tax or National Insurance.

Holiday pay

2. The complaint in respect of holiday pay is well-founded. The respondent made
30 an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended. The respondent shall pay the claimant **TWO HUNDRED AND FIFTY-THREE POUND AND TWENTY PENCE (£253.20).** The claimant is responsible for the payment of any tax or National Insurance.

Disability status

3. At the relevant times the claimant was a disabled person as defined by section 6 Equality Act 2010 because of hand arm vibration syndrome (HAVS).

4. At the relevant times the claimant was not a disabled person as defined by section 6 Equality Act 2010 because of his mental ill health impairment.

Disability discrimination

5. The complaint of unfavourable treatment because of something arising in consequence of disability is well-founded and succeeds. The respondent shall pay the claimant the sum of **THREE THOUSAND SEVEN HUNDRED AND SIXTY EIGHT POUNDS AND FORTY NINE PENCE (£3,768.49),** the breakdown of which is as follows: compensation for injury to feelings in the sum of £3,500; and interest on compensation for injury to feelings calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 in the sum of £268.49.

6. The Tribunal has no jurisdiction to consider the complaint of direct disability discrimination as the claimant was not disabled by reason of his mental health impairment at the relevant time, and the complaint is dismissed.

7. The Tribunal has no jurisdiction to consider the complaints of disability related harassment as the claimant was not disabled by reason of his mental health impairment at the relevant times, and the complaints are dismissed.

Whistleblowing detriment and automatic unfair dismissal

8. The complaint of being subjected to detriment for making protected disclosures is well-founded and succeeds. The respondent shall pay the claimant the sum of **FIVE THOUSAND THREE HUNDRED AND FIFTY POUNDS AND SIXTY EIGHT PENCE (£5,350.68),** the breakdown of which is as follows: compensation for injury to feelings in the sum of £5,000; and interest on compensation for injury to feelings calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 in the sum of £350.68.

9. The complaint of automatic unfair dismissal for making protected disclosures is well-founded and succeeds. The respondent shall pay the claimant the sum of **THREE THOUSAND NINE HUNDRED AND FIFTY-SIX POUNDS AND TWENTY-FIVE PENCE (£3,956.25).** The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply.

Notice pay

10. The complaint of breach of contract in relation to notice pay is not well founded and is dismissed.

Redundancy payment

11. The complaint for failure to pay a statutory redundancy payment is not well founded and is dismissed.

REASONS

Introduction

1. The claimant brings complaints of unlawful deduction from wages, breach of contract (notice pay), failure to pay holiday pay accrued but untaken on termination of employment, failure to pay a statutory redundancy payment, direct disability discrimination, discrimination arising from disability, detriment for making protected disclosures and automatic unfair dismissal for making protected disclosures.

2. The claimant participated in ACAS early conciliation from 19 January 2024 to 23 January 2024. He presented his claim to the Tribunal on 24 January 2024.

3. The claimant gave evidence on his own behalf. He also called Mr Gordon Dyer as a witness. There were no witnesses for the respondent. The claimant lodged a bundle of productions extending to 25 pages. The respondent lodged a bundle of productions extending to 11 pages.

4. We discussed reasonable adjustments to the hearing process with parties at the outset and agreed when we would take breaks throughout the hearing.

Issues

5. There was a case management preliminary hearing on 8 April 2024, where the issues were identified. These evolved slightly during the final hearing as follows:

5 a. direct disability discrimination: the less favourable treatment complained of is that on 16 September 2023 the claimant carried out a "job and finish" delivery job, for which he was paid for three hours and others were paid for four hours. He relies on a hypothetical comparator.

10 b. discrimination arising from disability: the claimant asserts that the unfavourable treatment is the removal of the fire safety auto-close device on the fire door near where he worked. He asserts that the something arising is that the claimant had go to the door to close it manually which involved use of his hands, and which caused him 15 difficulty.

c. disability related harassment: the claimant asserts that on 18 September 2023 he was threatened with disciplinary action for claiming that he should receive four hours of pay for the delivery on 16 September 2023; and on a date between 5 June 2023 and 21 20 September 2023 Mr Kenny Alcroft told him that if he asked Mr Andrew Alcroft to pay the claimant for four hours, the claimant could get sacked by Mr Andrew Alcroft.

d. protected disclosures: around 4 November 2023 the claimant told the respondent about the health and safety risks of the fire extinguishers; 25 in the office and on 13 November 2023 the claimant told the respondent about the health and safety risks of having removed the auto-close device on a fire door.

e. detriment and automatic unfair dismissal: on 22 December 2023 the claimant was suspended and on 13 January 2024 the claimant was 30 dismissed.

f. unlawful deduction from wages

g. breach of contract (notice pay)

h. statutory redundancy pay

i. holiday pay

5 **Findings in fact**

6. The claimant was employed by the respondent from 23 October 2018 until 13 January 2024, in the role of avian housekeeper and warehouse man. He was aged 58 when his employment ended.

7. In around August 2022 the claimant received a letter headed "Dear colleague" which stated that there had been a TUPE transfer to Renfrew Warehousing & Distribution Limited in April 2022. The claimant asked for paperwork about the TUPE transfer. He was told he didn't need any paperwork. No documentation about a TUPE transfer was provided to the claimant. There had been no consultation with him or any other staff, or the provision of information, about a TUPE transfer at any time. The claimant asked about any change in the identity of his employer on various occasions, including at the end of a grievance hearing in October 2023. No information was provided.

8. The claimant received payslips (pages 7 - 11 respondent's bundle) showing payment of wages (from 5 November 2023 to 24 December 2023) and a tax rebate (31 December 2023 and 7 January 2024) from Renfrew Warehousing & Distribution Limited. Renfrew Warehousing & Distribution Limited had been acting as payroll company for employees of the respondent but did not employ staff itself. Renfrew Warehousing & Distribution Limited was subject to compulsory strike off on 30 November 2023. It was dissolved on 12 December 2023.

9. The claimant worked 30 hours per week. His gross hourly pay was £10.55 per hour. He earned £316.50 per week. The claimant received payment of wages until 24 December 2023. He received no wages from 25 December 2023 until termination of his employment on 13 January 2024.

10. The claimant had an entitlement to 28 days of annual leave per year. His final pay slip with a "process date" of 7 January 2024 showed as follows: "Holidays: Taken:18 Remaining:10". The claimant had taken 18 days of holiday as at 7 January 2024. The claimant worked 6 hours per day Monday to Thursday inclusive and 3 hours per day on a Friday and Saturday. When he took annual leave on a Friday or Saturday this was calculate by the respondent as a half day of leave.

11. The claimant has hand arm vibration syndrome (HAVS). It is an industrial injury caused by exposure to vibration. There is no cure for it. HAVS affects the claimant's ability to carry out normal day-to-day activities and has done so since 2017. The claimant has difficulty getting washed, dressed, and undressed. He relies on his wife to prepare most of his food and to cut up food before he eats it. The claimant was diagnosed with HAVS in 2016. It has got progressively worse.

12. The claimant has a mental ill health condition. His GP told him in April 2023 that he had experienced a "full mental breakdown", which the GP attributed to having worked without a day off for a number of years. His GP put him on medication to treat the mental breakdown. It was particularly serious throughout June 2023. At the relevant times the claimant's wife had to sort out his medication and give it to him. When left to him he often forgot to take it. He had previously been a sociable person, meeting up with friends. He stopped going out. He frequently burst into tears. He found it difficult to be on public transport alone as he became confused. He was issued with a bus pass to allow him to travel with a companion (a plus one). He had problems with different medications which caused severe side effects. He is still taking medication now for the effects of his mental breakdown.

13. On 16 September 2023 the claimant carried out a "job and finish" delivery job, for which he was paid for three hours and others were paid for four hours. On 18 September 2023 the respondent refused to pay him for four hours.

14. On around 13 November 2023 the respondent removed a fire safety auto-close device on the fire door near where the claimant worked. Without the

auto close the door stayed open. The claimant had to go to the door to close it manually and try to get it to stay shut. This happened about twice an hour. To close the door and try to keep it closed involved the use of his hands. This caused him difficulty as he could not use his right hand because of HAVS.

5 15. The claimant asked three different managers of the respondent why the device had been removed. They did not give him an answer. Mr Alcroft and Mr Roxburgh said that he was talking rubbish. Mr McLaughlin said it was not his remit to discuss it with the claimant. The device was returned to the fire door after the claimant's employment had ended.

10 16. The respondent knew of the claimant's HAVS impairment as the respondent had been told about it on commencement of the claimant's employment. The respondent had referenced the claimant's HAVS condition in discussion with him earlier in the year when Mr Alcroft had been discussing the claimant's "stated limitations" with him.

15 17. On 18 September 2023 the claimant was threatened with disciplinary action by Alana Alcroft for claiming that he should receive four hours of pay for the delivery on the previous Saturday.

18. At some point between 5 June 2023 and 21 September 2023 Mr Kenny Alcroft told him that if he asked Mr Andrew Alcroft to pay the claimant for four hours,
20 the claimant could get sacked by Mr Andrew Alcroft.

19. On or around 21 October 2023 the claimant saw Mr Kenny Alcroft signing off the fire extinguishers in the office as having been checked. The claimant contacted a third-party fire safety company for advice. He sent the company photographs of the fire extinguishers in the office. The company gave advice
25 to the claimant. Around 4 November 2023, the claimant spoke to Mr Alcroft. He told Mr Alcroft that he had spoken to a fire safety company. He told Mr Alcroft what the fire safety company had said. He told Mr Alcroft that fire extinguishers need to be replaced every ten years. Some of the fire extinguishers were more than ten years old. He told Mr Alcroft that the fire
30 extinguishers needed to be checked by someone who was authorised to do so and that it could not be done by Mr Alcroft himself. He told Mr Alcroft that

if the fire extinguishers which were more than ten years old were used, they could explode when activated. The claimant physically took Mr Alcroft around the fire extinguishers in the office when telling him what the fire safety company had advised him. Mr Alcroft told the claimant that he was “talking rubbish”. The claimant then told Mr Tom McLaughlin the same things. Mr McLaughlin said it was not in his remit to discuss it. The claimant then told Mr Murray Roxburgh the same things. Mr Roxburgh said the claimant “did not know what he was talking about”.

20. Around 13 November 2023 the claimant said to Mr Alcroft that it is a legal requirement to have an auto-close device on fire doors. An auto-close device had recently been removed by the respondent from a fire door near to where the claimant worked. It was removed by the respondent at some point after the claimant had told the respondent about the issues with the fire extinguishers. The claimant told Mr Alcroft about the specific fire door near where he worked. He told Mr Alcroft that the door kept opening and did not close unless the claimant did this manually. Mr Alcroft told the claimant he was “talking rubbish”. No explanation was given to the claimant why the auto-close device had been removed. It was not replaced during the claimant’s employment. The claimant then told Mr McLaughlin the same thing. Mr McLaughlin said it was not in his remit to discuss it. The claimant then told Mr Murray Roxburgh of the respondent the same thing. Mr Roxburgh said the claimant “did not know what he was talking about” The claimant understood that an auto-close device was required on fire doors because he had looked it up online on the fire services website.

21. The claimant was suspended from work on 22 December 2023. Mr McLaughlin wrote to the claimant on that date confirming his suspension for “theft of birds” and other unrelated allegations. This followed a letter from Mr McLaughlin to the claimant on 20 December 2023 asking the claimant to return the two birds (parrots). The claimant had moved the birds to his home from the respondent’s premises around five years previously. This was with the agreement of Mr Andrew Darroch, the respondent’s accountant, and with the knowledge of the respondent. The respondent had not asked the claimant

for return of the birds during those five years. The claimant was unaware of the other unrelated allegations.

22. The claimant's employment terminated on 13 January 2024. The respondent sent the claimant his P45 with a termination date of 13 January 2024. The suspension letter had said that the respondent intended to investigate the allegations and that the claimant would be required to attend an investigation meeting. The claimant was not invited to an investigation meeting or any disciplinary meeting, prior to his dismissal. The investigation or disciplinary process had not been progressed by the respondent, prior to his dismissal. The respondent's email communication to the claimant on 18 January 2024 stated that due to "lack of business and cashflow difficulty", Renfrew Warehousing & Distribution Limited had been dissolved. The claimant had at no time worked for Renfrew Warehousing & Distribution Limited.

23. When the respondent removed the auto-close device the claimant felt as if the respondent was "messing with his head". It made him feel upset, angry and distraught. When the claimant was suspended, he felt the respondent was messing with his head again. He was angry and stressed. He was crying frequently. He was concerned about losing his job as financially he needed to work. He did not understand why the respondent was seeking return of the birds out of the blue.

24. The claimant was summarily dismissed and did not receive any notice pay. The claimant obtained alternative employment and started his new job on 12 February 2024. This was four weeks after his dismissal. The claimant's earnings in his alternative employment are less than his earnings with the respondent. He earns approximately £106 per week with his new employer. The claimant's GP recommended that he reduce his hours of work due to his health. The claimant was not in receipt of any benefits in the period after 13 January 2024 to 12 February 2024 on account of termination of his employment.

Observations on the evidence

25. This judgment does not seek to address every point upon which we heard evidence. It only deals with the points which are relevant to the issues we must consider, to decide if the claim succeeds or fails. If we have not mentioned a particular point, it does not mean that we have overlooked it. It is simply because it is not relevant to the issues. Any references to page numbers are to the paginated bundles of productions.

26. The standard of proof is on a balance of probabilities. This means that if we consider that, on the evidence, the occurrence of an event was more likely than not, then we are satisfied that the event in fact occurred. Likewise, if we consider that, on the evidence, an event's occurrence was more likely not to have occurred, then we are satisfied that it did not occur.

27. The claimant gave his evidence in an honest and candid way. We had no reason to doubt that he was telling the truth. He was genuine and sincere. He made concessions where appropriate. There were no witnesses for the respondent.

Relevant law

Disability discrimination

28. Section 123 (1) EqA provides: "Subject to section 140B proceedings on a complaint within section 120 may not be brought after the end of – (a) the period of 3 months starting with the date of the act to which the complaint relates, or (b) such other period as the employment tribunal thinks just and equitable". For the purposes of subsection (a), conduct extending over a period is to be treated as done at the end of the period.

29. Section 6(1) EqA provides that a person has a disability if they have "a physical or mental impairment; and the impairment has a substantial and long-term adverse effect on the person's ability to carry out normal day to day activities.' The burden of proof is on the claimant to show that he satisfies the definition.The statutory definition of 'substantial' in section 212(1) EqA is, 'more than minor or trivial'.

30. Appendix 1 to the EHRC Employment Code states that “there is no need for a person to establish a medically diagnosed cause for their impairment. What is important to consider is the effect of the impairment, not the cause” — para 7.

31. Supplementary provisions for determining whether a person has a disability are found in part 1 of schedule 1 to the EqA. For example, schedule 1, paragraph 2 provides that the effect of an impairment is long-term if it has lasted at least 12 months, is likely to last for at least 12 months or is likely to last for the rest of the life of the person. Further if the impairment ceases to have a substantial adverse effect on a person’s ability to carry out normal day to day activities, it is treated as continuing to have that effect if it is likely to recur.

32. Schedule 1, paragraph 5(1) EqA provides that an impairment is treated as having a substantial adverse effect on the ability of the person concerned if measures are taken to correct it and, but for that, it would be likely to have that effect.

33. The word ‘likely’ in each of the relevant provisions of the EqA means something that is a real possibility, in the sense that it “could well happen” rather than something that is probable or “more likely than not” (**Boyle v SCA Packaging Ltd (Equality and Human Rights Commission intervening) 2009 ICR 1056, HL**),

34. The leading case on the examination of whether a person is disabled is the EAT decision of **Goodwin v Patent Office [1999] ICR 302**. While that case concerned the predecessor legislation to the EqA, the four questions identified in Goodwin remain appropriate: (1) The impairment condition: Does the claimant have an impairment which is either mental or physical? (as (3) The substantial condition: Is the adverse effect (upon the claimant’s ability) substantial? (4) The long-term condition: Is the adverse effect (upon the claimant’s ability) long-term?

35. The time at which to assess the disability (i.e. whether there is an impairment that had a substantial adverse effect on normal day to day activities) is the

date of the alleged discriminatory act (**Cruickshank v VAW Motorcast Ltd [2002] ICR 729, EAT**). This is also the material time when determining whether the impairment has a long-term effect.

36. The long-term requirement relates to the effect of the impairment (which must be a substantial adverse effect on the ability to carry out normal day to day activities), rather than merely the impairment itself (**Seccombe v Reed in Partnership Ltd EA-2019-000478-OO**).

37. Section 13(1) EqA provides: “13 Direct discrimination(1)A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others”.

38. Section 15 EqA provides: “15 Discrimination arising from disability (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”.

39. ‘Arising in consequence of’ can describe a range of causal links and there may be more than one link. It is a question of fact whether something can properly be said to arise in consequence of disability. The ‘something’ that causes the unfavourable treatment need not be the main or sole reason but must have at least a significant (or more than trivial) influence (**Pnaiser v NHS England [2016] IRLR 170, EAT**).

40. The EAT held in **Sheikholeslami v University of Edinburgh [2018] IRLR 1090** that: ‘the approach to s 15 Equality Act 2010 is now well established. In short, this provision requires an investigation of two distinct causative issues: (i) did A treat B unfavourably because of an (identified) something? and (ii) did that something arise in consequence of B's disability? The first issue involves an examination of the putative discriminator's state of mind to determine what consciously or unconsciously was the reason for any unfavourable treatment found. If the “something” was a more than trivial part of the reason for unfavourable treatment, then stage (i) is satisfied. The

second issue is a question of objective fact for an employment tribunal to decide, in light of the evidence.'

41. Burden of proof. Section 136 EqA states: "Burden of proof (2) If there are facts from which the tribunal could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned the tribunal must hold that the contravention occurred. (3) But this provision does not apply if A shows that A did not contravene the provision."

42. The burden of proving the facts referred to in section 136(2) EqA lies with the claimant. If this subsection is satisfied, then the burden shifts to the respondent to satisfy subsection 136(3) EqA.

43. This is described in case law as a two-stage process. The claimant must first establish a first base or prima facie case by reference to the facts made out. If he does so, the burden of proof shifts to the respondent at the second stage. If the second stage is reached and the respondent's explanation is inadequate, it is necessary for the Tribunal to conclude that the claimant's allegation is to be upheld. If the explanation is adequate, that conclusion is not reached (**Igen v Wong [2005] IRLR 258; Madarassy v Nomura International Plc [2007] IRLR 246**).

44. Tribunals are entitled to draw an inference of discrimination from the facts of the case. The position is set out by the Court of Appeal in **Igen v Wong [2005] ICR 931** (as approved by the Supreme Court in **Hewage v Grampian Health Board [2012] IRLR 870**).

45. The EAT reiterated in **Komeng v Creative Support Ltd EAT 0275/18** that the Tribunal needs to consider the impact of the discriminatory behaviour on the individual affected, rather than the seriousness of the conduct of the respondent.

46. The Vento guidelines (derived from **Vento v Chief Constable of West Yorkshire [2003] ICR 318**) refer to three bands of awards. The Presidential Guidance provides that for claims brought between 6 April 2023 and 5 April

2024 the bands were as follows: lower band: £1,100 to £11,200; middle band: £11,200 to £33,700; and higher band: £33,700 to £56,200.

47. The Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 sets out the Tribunal's power to award interest for injury to feelings awards. Regulation 3(1) provides that interest is calculated as simple interest which accrues daily. The current rate of interest is 8% and is to be calculated from the date of the act of discrimination complained of until the date on which the award is made (Regulation 6).

48. Under section 43A ERA a protected disclosure is a qualifying disclosure (as defined by section 43B ERA) made by a worker in accordance with any of sections 43C – 43H ERA.

49. Under section 43B ERA a qualifying disclosure means any disclosure of information which, in the reasonable belief of the worker making the disclosure, is made in the public interest and tends to show relevant wrongdoing including "(d) that the health or safety of any individual has been, is being or is likely to be endangered".

50. Section 47B ERA prohibits a worker who has made a protected disclosure from being subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker made a protected disclosure.

51. Disclosure of information. The disclosure must be an effective communication of information, but it does not require to be in writing. The disclosure must convey information or facts, and not merely amount to a statement of position or an allegation (**Cavendish Munro Professional Risks Management Ltd v Geduld 2010 IRLR 38, EAT**). However, an allegation may contain sufficient information depending upon the circumstances (**Kilraine v Wandsworth London Borough Council [2018] ICR 1850, Court of Appeal**).

52. Reasonable belief. The worker must genuinely believe that the disclosure tended to show relevant wrongdoing and was in the public interest. This does not have to be their predominant motivation for making the disclosure

(**Chesterton Global Ltd v Nurmohamed [2018] ICR 731, Court of Appeal**). Their genuine belief must be based upon reasonable grounds. This depends upon the facts reasonably understood by the worker at the time.

53. Detriment. When determining whether any act, or any deliberate failure to act by the employer is done on the ground that the worker made a protected disclosure the causation test is whether the protected disclosure materially (in the sense of more than trivially) influences the employer's treatment of the whistleblower (**Fecitt and ors v NHS Manchester (Public Concern at Work intervening) 2012 ICR 372, CA**).

54. Automatic unfair dismissal. Under section 103A ERA an employee who is dismissed shall be regarded as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee made a protected disclosure.

55. Section 13 ERA provides that an employer shall not make a deduction from wages of a worker employed by him unless the deduction is required or authorised by statute, or by a provision in the workers contract advised in writing, or by the worker's prior written consent. Certain deductions are excluded from protection by virtue of s14 or s23(5) of the ERA.

56. Under section 13(3) there is a deduction from wages where the total amount of any wages paid on any occasion by an employer is less that the total amount of the wages properly payable by him to the worker on that occasion. Under Section 27(1) of the ERA "wages" means any sums payable to the worker in connection with their employment including holiday pay.

57. A worker is entitled to 5.6 weeks annual leave in each leave year under regulations 13 and 13A of the Working Time Regulations 1998. Where a worker's employment is terminated during a leave year the worker is entitled to a proportion of that leave and a payment in lieu in respect of any leave not taken.

Submissions

58. Mr Ushieagu provided written submissions to us and made oral submissions in support of these. He provided a copy of his written submissions to the claimant in advance. The claimant made oral submissions. We carefully considered the submissions of both parties during our deliberations. We have dealt with the points made in submissions, where relevant, when setting out the facts, the law and the application of the law to those facts in reaching our decision. It should not be taken that a submission was not considered because it is not part of the discussion and decision recorded.

Discussion and decision

Identity of the employer

59. We were satisfied that the respondent was the employer of the claimant throughout the period 23 October 2018 to 13 January 2024. The claimant commenced his employment with the respondent on 23 October 2018. This was recorded has having been confirmed by Mr Alcroft in the claimant's grievance outcome report dated 1 November 2023 (page 5 claimant bundle). It was put to the claimant that his employment had transferred from the respondent to Renfrew Warehousing & Distribution Limited in April 2022 (respondent bundle page 3). This was a letter headed "Dear colleague" which stated that there had been a TUPE transfer to Renfrew Warehousing & Distribution Limited in April 2022. The claimant said he had received it in August 2022, had asked for paperwork about the TUPE transfer and had been told he didn't need any paperwork. No documentation evidencing a TUPE transfer was provided by the respondent for this final hearing except for the letter referred to and a short statement from Mr Roxburgh dated 14 October 2023 which said there had been a TUPE transfer from the respondent to Renfrew Warehousing & Distribution Limited on 31 December 2023 (page 6 respondent bundle). This was a different purported transfer date from the letter in the respondent's bundle at page 3. Mr Roxburgh did not attend to speak to the documents. We were not persuaded by either of these documents. There were two different dates. The claimant's evidence, which

we accepted, was that there had been no information provided or consultation prior to either of the purported dates, there was no other supporting documentation, the claimant had not been given the letter until some months afterwards and had not been given any documentation or explanation when he had asked for documentation in August 2022 and thereafter, including at the end of his grievance hearing in October 2023.

60. The respondent in submissions asserted that as the payslips (pages 7 - 11 respondent's bundle) showed payment of wages (from 5 November 2023 to 24 December 2023) and a tax rebate (31 December 2023 and 7 January 2024) from Renfrew Warehousing & Distribution Limited to the claimant, that legal entity must be the claimant's employer. We did not agree. We concluded that Renfrew Warehousing & Distribution Limited could not have been employing and paying the claimant after it had been dissolved on 12 December 2023. Mr Dyer's evidence, which we accepted, was that Renfrew Warehousing & Distribution Limited had been acting as payroll company for a period but was not the employer of him. This was based on his review of information on Companies House and the findings of a separate Tribunal claim he had brought successfully against the same respondent. We were satisfied on balance that there had been no TUPE transfer to Renfrew Warehousing & Distribution Limited and that legal entity had never been the claimant's employer.

Wages

61. The claimant worked 30 hours per week. His gross hourly pay was £10.55 per hour. He earned £316.50 per week. The claimant received payment of wages until 24 December 2023. He received no wages from 25 December 2023 until termination of his employment on 13 January 2024. The respondent in submissions conceded that the claimant is due payment for 3 weeks (90 hours) of wages. Accordingly, the complaint of unlawful deduction from wages succeeds and the respondent shall pay to the claimant the sum of £949.50 (90 hours x £10.55 per hour).

Notice pay

62. We have dealt with payment of the claimant's statutory notice pay below, when assessing compensation for automatic unfair dismissal. As there can be no double counting, the complaint of breach of contract (notice pay) is not well founded and is dismissed.

Holiday pay

63. The claimant had an entitlement to 28 days of annual leave per year. His final pay slip with a "process date" of 7 January 2024 showed as follows: "Holidays: Taken:18 Remaining:10". It was put to the claimant that this meant he had taken 18 hours and had 10 hours of annual leave remaining. The claimant did not agree with this. He maintained that the pay slip referred to days. We accepted that it was likely that this was a reference to days. If this had been a reference to hours, then the numbers would have been much higher (30 hours per week x 5.6 weeks totalling 168 hours). The payslip showed that the claimant had taken 18 days in the holiday year and had 10 days left to take as at the end of his employment. The claimant understood that his holiday year ran from 1 April each year. The claimant's pro rata holiday entitlement from 1 April 2023 to 13 January 2024 is 22 days. The claimant had taken 18 days by the respondent's records. Accordingly, the claimant had 4 days of accrued but untaken annual leave on termination of employment for which he is entitled to be paid. The claimant worked 6 hours per day Monday to Thursday inclusive and 3 hours per day on a Friday and Saturday. When he took annual leave on a Friday or Saturday this was calculate by the respondent as a half day of leave. One day of leave is therefore 6 hours. The claimant is entitled to the sum of £253.20 (4 x 6 hours x £10.55).

Disability

64. The claimant relies on two conditions which he asserts are both disabilities under EqA, namely hand arm vibration syndrome (HAVS) and a mental ill health condition. We considered these in turn, with reference to the questions in **Goodwin**. Dealing first with HAVS this is an industrial injury caused by exposure to vibration. There is no cure for it. We were satisfied that this is an

impairment. Next, we asked if HAVS affected the claimant's ability to carry out normal day-to-day activities and had an adverse effect, as at the time of the alleged acts of discrimination. We were satisfied that it did. The claimant has difficulty carrying out normal day to day activities like getting washed, dressed, and undressed. He relies on his wife to prepare most of his food and to cut up food before he eats it. These are all adverse effects on the claimant's ability to carry out day to day activities. That was the case at the relevant times. Next, we asked if the adverse effect on the claimant's ability was substantial. Substantial means more than minor or trivial. We were satisfied that this was the case at the relevant times. Next, we asked if the adverse effect upon the claimant's ability was long-term. We were satisfied that it was. The claimant was diagnosed with HAVS in 2016. It had been causing him difficulties before then. It has got progressively worse. By 2017 the claimant's ability to carry out day to day activities was adversely affected, as set out above and has remained the case ever since.

65. Accordingly, we were satisfied that the claimant was disabled by reason of HAVS, at the relevant times.

66. Turning next to the claimant's mental ill health condition, we asked ourselves if this was an impairment. We were satisfied that it was. The claimant described a range of symptoms including shouting at his wife, crying frequently including when out with friends in public and social isolation. The claimant was asked in cross examination to name his condition, which he said he could not do. The respondent submitted that as the claimant could not name his mental impairment or provide a diagnosis, he cannot have an impairment under the legislation. We did not agree. There is no requirement for the claimant to have a medically diagnosed name / label for his impairment. The claimant said that his GP had told him in April 2023 that he had experienced a "full mental breakdown", which the GP attributed to having worked without a day off for a number of years. This resulted in the GP putting him on medication to treat the mental breakdown. In around June 2023 things had become particularly difficult. We were satisfied that experiencing a "full

mental breakdown" was an impairment and that a more specific medical diagnosis was not required.

67. Next, we asked whether the claimant's mental impairment affected his ability to carry out normal day to day activities at the relevant times (18 September 2023 – refusal to pay 4 hours pay for Saturday morning working; and around 13 November 2023 – removal of the auto-close device). We were satisfied that it did. At the relevant times the claimant's wife had to sort out his medication and give it to him. When left to him he often forgot to take his medication due to mental health impairment. He had previously been a sociable person, meeting up with friends. He stopped going out. He frequently burst into tears. He found it difficult to be on public transport alone as he became confused. He was issued with a bus pass to allow him to travel with a companion (a plus one). He had problems with different medications which caused severe side effects. At the relevant times he was taking medication but his ability to carry out normal day to day activities was still adversely affected as had described, with this medication. Next, we asked if the adverse effect on the claimant's ability was substantial. We were satisfied that this was the case at the relevant times.

68. Next, we asked if the adverse effect upon the claimant's ability was long-term. Schedule 1, paragraph 2 EqA provides that the effect of an impairment is long-term if it has lasted at least 12 months, is likely to last for at least 12 months or is likely to last for the rest of the life of the person. The claimant's visited his GP in April 2023 and was told he had had a full mental breakdown. The claimant said he had been unwell before this, but we did not have evidence to enable us to say that the impairment had started any earlier than April 2023. At the relevant times (18 September 2023 and around 13 November 2023), the substantial adverse effects of mental health impairment had lasted for 5 months and 7 months respectively. They had not lasted at least 12 months. We asked ourselves whether, at the relevant times, the impairment was likely to last for at least 12 months, ie whether it could well happen. We reminded ourselves that the Guidance stresses that anything that occurs after the date of the discriminatory act is not relevant and we are restricting ourselves to

evidence that was available as at the relevant times. The claimant's evidence which we accepted was that he was still taking medication now for the effects of his mental breakdown. That is not, however, enough. We concluded that, on the evidence available, we were unable to satisfy ourselves that the substantial adverse effects of the claimant's mental impairment as at the relevant times, were likely to last for at least 12 months.

69. Accordingly, we were not satisfied that the claimant was disabled by reason of a mental health impairment at the relevant times.

Direct disability discrimination

70. The claimant brings a complaint of direct disability discrimination. The less favourable treatment complained of is that on 16 September 2023 he carried out a "job and finish" delivery job, for which he was paid for three hours and others were paid for four hours. On 18 September 2023 the respondent refused to pay him for four hours. The claimant in evidence said that he relied upon his mental health impairment for this complaint. We have already found that the claimant's mental health impairment was not a disability under EqA on 18 September 2023. The complaint is also potentially out of time, as ACAS early conciliation did not begin until 19 January 2024 which is more than three months after the act complained of. We have, however, not considered whether the complaint is part of a continuing act or, if not, whether it is just and equitable to extend time given our finding that the claimant was not disabled by reason of his mental health impairment at the relevant time.

71. The Tribunal has no jurisdiction to consider the complaint of direct disability discrimination as the claimant was not disabled by reason of his mental health impairment at the relevant time.

Discrimination arising from disability

72. The claimant brings a complaint of discrimination arising from disability. He asserts that the unfavourable treatment is the removal of the fire safety auto-close device on the fire door near where he worked. This occurred on around 13 November 2023, after he had brought the matter of the fire extinguishers

to the attention of the respondent. We are satisfied that this device was removed by the respondent from the fire door at this time. The claimant in evidence said that he relied upon his HAVS impairment for this complaint. We have already found that the claimant was disabled at the relevant time because of his HAVS impairment. This complaint is in time, ACAS early conciliation having commenced on 19 January 2024. The something arising in consequence of the claimant's HAVS, upon which he relies, is that he had go to the door to close it manually and try to get it to stay shut, about twice an hour, which involved use of his hands and which caused difficulty as he could not use his right hand because of HAVS. We accepted the claimant's evidence and were satisfied that the claimant experienced this difficulty in consequence of his disability of HAVS.

73. We asked ourselves whether the unfavourable treatment of removing the device was because of the something arising, ie because the claimant then had to go to the door to close it manually, which caused him difficulty as he had described. This issue involves an examination of the respondent's state of mind to determine what consciously or unconsciously was the reason for the respondent removing the device from the fire door.

74. The claimant said that when he asked three different managers of the respondent why the device had been removed, they did not give him an answer. Mr Alcroft and Mr Roxburgh said only that he was talking rubbish. Mr McLaughlin said it was not his remit to discuss it with the claimant. We find these responses odd. The device had clearly been removed. We could see no reason why a straightforward explanation could not have been given as to why it had been removed. We accepted the claimant's evidence that the device had been removed. There was a photograph of the door, without the device, in the claimant's bundle of productions. This showed paint marks where it had been removed. We also accepted the evidence of Mr Dyer that the device had been returned to the fire door after the claimant's employment had ended.

75. We were satisfied that the claimant had established a first base case of discrimination by reference to the facts made out such that the burden of proof

shifted to the respondent. At that second stage, the respondent's explanation was inadequate. No explanation was provided in evidence (as there were no respondent witnesses), and we were satisfied that the explanation (or lack of) given to the claimant at the time was inadequate. Further the device had been replaced once his employment had been terminated. The respondent knew of the claimant's HAVS impairment as the respondent had been told about it on commencement of the claimant's employment. The respondent had also referenced the claimant's HAVS condition in discussion with him earlier in the year when Mr Alcroft had been discussing the claimant's "stated limitations" with him (page 5 claimant's bundle).

76. We were satisfied that the unfavourable treatment of removing the auto-close device was because the claimant then had to manually close the door which involved use of his hands which caused him difficulty, and that that arose in consequence of the claimant's disability. There was no evidence from the respondent as to whether the treatment was a proportionate means of achieving a legitimate aim.

77. Accordingly, the complaint of discrimination arising from disability succeeds.

Harassment related to disability

78. The claimant asserted that he had been subjected to harassment related to disability on two occasions, namely on 18 September 2023 when he was threatened with disciplinary action for claiming that he should receive four hours of pay for the delivery on the Saturday; and on a date between 5 June and 21 September 2023 when Mr Kenny Alcroft told him that if he asked Mr Andrew Alcroft to pay the claimant for four hours, the claimant could get sacked by Mr Andrew Alcroft. The claimant in evidence said that he relied on his mental health impairment as his disability for these allegations.

79. We have already found that the claimant's mental health impairment was not a disability under EqA on 18 September 2023 or on any earlier date. These complaints are also potentially out of time, as ACAS early conciliation did not begin until 19 January 2024 which is more than three months after the acts complained of. We have not considered whether the complaints are part of

continuing acts with the other asserted discriminatory act, which is in time or, if not, whether it is just and equitable to extend time given our finding that the claimant was not disabled by reason of his mental health impairment at the relevant time.

5 80. The Tribunal has no jurisdiction to consider the complaints of harassment related to disability as the claimant was not disabled by reason of his mental health impairment at the relevant time.

Protected disclosures – detriment and dismissal

81. On or around 21 October 2023 the claimant saw Mr Kenny Alcroft signing off 10 the fire extinguishers in the office as having been checked. The claimant contacted a third-party fire safety company for advice. He sent the company photographs of the fire extinguishers in the office. The company gave advice to the claimant. Around 4 November 2023, the claimant spoke to Mr Alcroft. He told Mr Alcroft that he had spoken to a fire safety company. He told Mr 15 Alcroft what the fire safety company had said. He told Mr Alcroft that fire extinguishers need to be replaced every ten years. The photographs (page 21 of the claimant's productions) showed that some of the fire extinguishers were more than ten years old. He told Mr Alcroft that the fire extinguishers needed to be checked by someone who was authorised to do so and that it 20 could not be done by Mr Alcroft himself. He told Mr Alcroft that if the fire extinguishers which were more than ten years old were used, they could explode when activated. The claimant physically took Mr Alcroft around the fire extinguishers in the office when telling him what the fire safety company had advised him. Mr Alcroft told the claimant that he was "talking rubbish". 25 The claimant then told Mr Tom McLaughlin of the respondent the same things. Mr McLaughlin said it was not in his remit to discuss it. The claimant then told Mr Murray Roxburgh of the respondent the same things. Mr Roxburgh said the claimant "did not know what he was talking about".

82. We considered whether what the claimant had told Mr Alcroft, Mr McLaughlin 30 and Mr Roxburgh was a disclosure. We asked ourselves whether it contained specific factual content. We were satisfied that it did. The information was

detailed, referred to fire extinguishers shown to the respondent and conveyed the information and advice given by the third-party company. The content of what the claimant said conveyed information and facts and was more than an allegation.

83. We next considered whether the information which the claimant had told the respondent tended to show that one of the relevant failures has occurred is occurring or is likely to occur (**Kilraine v London Borough of Wandsworth 2016 IRLR 422, EAT**). The relevant failure relied upon by the claimant is that the health or safety of any individual has been, is being or is likely to be endangered. We were satisfied that it did. The information was about the safety or otherwise of the fire extinguishers in place, on the respondent's premises.

84. Next, we considered whether the claimant held a reasonable belief that the information he had provided to the respondent was made in the public interest. We were satisfied that he did. The information was about the risks of using the fire extinguishers which may not have been effective in the event they were used, and which may have posed a danger to those who sought to operate them. The potential risk was to everyone in the premises in the event of a fire. This was wider than the claimant's own circumstances. We concluded that the claimant had a reasonable belief that the disclosure was made in the public interest given the risk to others. We concluded that the claimant had a reasonable belief that there was a relevant failure (health and safety likely to be endangered) given the advice he had been given by the third-party company about the risks of using the fire extinguishers. As the disclosure was made to his employer, we were satisfied that it is a protected disclosure.

85. Around 13 November 2023 the claimant said to Mr Alcroft that it is a legal requirement to have an auto-close device on fire doors. An auto-close device had recently been removed by the respondent from a fire door near to where the claimant worked. It was removed by the respondent at some point after the claimant had told the respondent about the issues with the fire extinguishers (around 4 November 2023). The claimant told Mr Alcroft about

the specific fire door near where he worked. He told Mr Alcroft that the door kept opening and did not close unless the claimant did this manually. Mr Alcroft told the claimant he was "talking rubbish". No explanation was given to the claimant why the auto-close device had been removed. It was not replaced during the claimant's employment. The claimant then told Mr Tom McLaughlin of the respondent the same thing. Mr McLaughlin said it was not in his remit to discuss it. The claimant then told Mr Murray Roxburgh of the respondent the same thing. Mr Roxburgh said the claimant "did not know what he was talking about" The claimant understood that an auto-close device was required on fire doors because he had looked it up online on the fire services website.

86. We considered whether what the claimant had told the respondent was a disclosure. We asked ourselves whether it contained specific factual content. We were satisfied that it did. The information was specific. It referred to a particular fire door which was brought to the respondent's attention and conveyed information which the claimant had found when looking on the fire services website. The content of what the claimant said conveyed information and facts and was more than an allegation.

87. Next, we considered whether the claimant held a reasonable belief that the information he had provided to Mr Alcroft about the auto-close device was made in the public interest. We were satisfied that he did. The information was about the legal requirement to have an auto-close device and the fire risk of not having the device in place because the door required to be closed manually. The potential risk was to everyone in the premises, in the event of a fire, if the door was not closed. This was wider than the claimant's own circumstances. We concluded that the claimant had a reasonable belief that the disclosure was made in the public interest given the risk to others. We concluded that the claimant had a reasonable belief that there was a relevant failure (health and safety likely to be endangered) given the information he had obtained from the fire services website. As the disclosure was made to his employer, we were satisfied that it is a protected disclosure.

88. The claimant was suspended from work on 22 December 2023. Mr McLaughlin wrote to the claimant on that date confirming his suspension for "theft of birds" and other unrelated allegations. This followed a letter from Mr McLaughlin to the claimant on 20 December 2023 asking the claimant to return the two birds (parrots). The claimant had moved the birds to his home from the respondent's premises around five years previously. This was with the agreement of Mr Andrew Darroch, the respondent's accountant, and with the knowledge of the respondent. The respondent had not asked the claimant for return of the birds during those five years.

89. We were satisfied that by suspending the claimant, the respondent was subjecting the claimant to a detriment. We then asked ourselves whether the suspension was done by the respondent on the ground that the claimant made one or more of the protected disclosures. We reminded ourselves that the causation test is whether the protected disclosure materially (in the sense of more than trivially) influenced the respondent's treatment of the claimant in suspending him (**Fecitt and ors**).

90. In any detriment claim under section 47B ERA it is for the respondent to show the ground on which any act was done (section 48(2) ERA). This means that once all the other necessary elements of the claim have been proved on the balance of probabilities, ie there was a protected disclosure, there was a detriment and the respondent subjected the claimant to that detriment (all of which we are satisfied the claimant has proven here) the burden will shift to the respondent to prove that the claimant was not suspended on the ground that he had made the protected disclosures. The respondent did not call any witnesses. Accordingly, we do not have any oral evidence before us to assist in determining whether the suspension was done on the ground that the claimant made one or more of the protected disclosures. This does not mean that the claimant's complaint succeeds by default. We are not bound to accept the reason advanced by the claimant. It is open to us to conclude that the true reason for suspension was not on the grounds that the claimant had made protected disclosures. However, we were satisfied that the claimant was suspended for having made protected disclosures. The protected disclosures

were made on around 4 and 13 November 2023. On 18 and 20 December 2023 the respondent asked the claimant to return two parrots. The parrots had been in the claimant's possession for around five years. The respondent had not at any time prior to this asked for return of the parrots. The other allegations in the suspension letter were about "breach of confidentiality" and "bullying and harassment". These were matters on which we heard no evidence, and which had not been referred to in recent correspondence from the respondent. The timing of the suspension came very soon after the protected disclosures had been made. There had been no previous requests for return of the two parrots. They had been in the claimant's home, with the knowledge and agreement of the respondent, for around five years. The request for their return came out of the blue. The only logical conclusion which we could draw was that the suspension on 22 December 2023 was not about the parrots or the other allegations against the claimant in the letter, but on the grounds that the claimant had made protected disclosures. The removal of the auto-close device came shortly after the first protected disclosure about the fire extinguishers. No explanation was given to the claimant for removing the auto-close device. He was belittled by the respondent when he made both protected disclosures. The claimant had questioned the health and safety practices of the respondent. We concluded that this had annoyed the respondent. The timing of the suspension so soon afterwards, and for the reasons given, was suspicious. We were satisfied that the protected disclosures materially (in the sense of more than trivially) influenced the respondent's treatment of the claimant in suspending him.

91. Accordingly, the complaint of detriment for making protected disclosures succeeds.

92. The claimant's employment terminated on 13 January 2024. This was the date on his ET1 claim form and the date he gave in evidence. The termination date was not disputed by the respondent. The respondent sent the claimant his P45 with a termination date of 13 January 2024. The respondent in submissions asserted that the claimant had resigned on 16 January 2024. We did not agree. The respondent issued a P45 with an undisputed termination

date of 13 January 2024. We were satisfied that this was a dismissal by the respondent.

93. Next, we asked ourselves whether the reason (or, if more than one, the principal reason) for the dismissal was that the claimant made the protected disclosures. We concluded that it was. The claimant was suspended on 22 December 2023. The suspension letter said that the respondent intended to investigate the allegations and that the claimant would be required to attend an investigation meeting. The claimant was not invited to an investigation meeting or any disciplinary meeting, prior to his dismissal. The investigation or disciplinary process had not been progressed by the respondent, prior to his dismissal. There was no evidence to suggest that the respondent had turned its mind to the allegations in the suspension letter after issuing it and concluded that the claimant had committed any disciplinary offence, far less one to warrant dismissal. The respondent's email communication to the claimant on 18 January 2024 stated that due to "lack of business and cashflow difficulty", Renfrew Warehousing & Distribution Limited had been dissolved. We were satisfied that this was not the reason for the claimant's dismissal. We have already concluded that the claimant was not employed at any time by Renfrew Warehousing & Distribution Limited.

94. Accordingly, the complaint of automatic unfair dismissal for making protected disclosures succeeds.

Remedy

95. The claimant succeeds in his complaint of discrimination arising from disability. The claimant sought an award for injury to feelings. The claimant's evidence was that the respondent's treatment of him was "messing with his head". It made him feel upset, angry and distraught. The discriminatory act was a one off. We focussed on the effect the act had upon the claimant. Whilst he experienced the feelings described he had continued to go to work, albeit he was suspended shortly thereafter. We concluded that the injury to feelings fell in the lower Vento band. We concluded that an award of £3,500 for this discriminatory act was appropriate. Interest at 8% is due on that sum from the

date of the discriminatory act on 4 November 2023 to 17 October 2024. We have calculated that sum at £268.49 (350 days x 0.08 x 1/365 x £3,500).

96. The claimant succeeds in his complaint of detriment for making a protected disclosure. The claimant sought an award for injury to feelings. The claimant's evidence was that again the respondent's treatment of him was "messing with his head". Again, we focussed on the effect the act had upon the claimant. He was angry and stressed. He was crying frequently. He was concerned about losing his job as financially he needed to work. He did not understand why the respondent was seeking return of the birds out of the blue. We concluded that the injury to feelings again fell in the lower band. We concluded that an award of £5,000 for this detriment was appropriate. We were mindful that this act occurred a few weeks after the act of discrimination arising from disability and that there should be no double counting. The act of suspension meant that the claimant was deprived of carrying out his duties and was angry and stressed about his future. We concluded on the evidence that a slightly higher injury to feelings award was appropriate for this detriment than the discriminatory act arising from his disability, but that both were in the lower band. Interest at 8% is due on that sum from the date of the detriment on 22 December 2023 to 17 October 2024. We have calculated that sum at £350.68 (320 days x 0.08 x 1/365 x £5,000).

97. Finally, we stepped back to ensure that there had been no double counting in relation to the injury to feelings awards. We concluded that a combined sum of £8,500 was an appropriate overall sum for the discrimination arising from disability complaint and the protected disclosure detriment complaint. We were satisfied that there had been no double counting.

98. The claimant sought an award of compensation for automatic unfair dismissal. He does not seek reinstatement or reengagement. He is entitled to a basic award which is based on his age at the date of dismissal (58), length of service (5 years) and weekly pay (£316.50 gross). This amounts to £2,373.75 (7.5 weeks x £316.50). This is the same sum as a statutory redundancy payment.

99. The claimant was summarily dismissed and did not receive any notice pay. The claimant's losses for the purposes of compensation run from the date of dismissal until 12 February 2024 when he secured alternative employment.

100. The claimant obtained alternative employment four weeks after his dismissal. The claimant's is entitled to a statutory notice payment of five weeks. He did not receive this. The claimant is entitled to claim notice pay in full despite having commenced alternative employment during what would have been the last week of his notice period. The amount due for his five weeks' statutory notice period is £1,582.50 (5 weeks x £316.50).

101. The claimant's earnings in his alternative employment are less than his earnings with the respondent. He earns approximately £106 per week with his new employer. The claimant's GP recommended that he reduce his hours of work due to his health. The claimant is not seeking alternative employment with higher earnings. The claimant has no ongoing losses for which he can claim, beyond the end of his statutory notice period. The claimant was not in receipt of any benefits in the period after 13 January 2024 to 12 February 2024 on account of termination of his employment. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply.

102. The claimant is entitled to compensation for automatic unfair dismissal in the sum of £3,956.25 (£2,373.75 basic award and £1,582.50 statutory notice pay).

J McCluskey
Employment Judge

28 October 2024
Date

Date sent to parties **28 October 2024**