CASE NO: 2601727/2020 (V) **RESERVED**

EMPLOYMENT TRIBUNALS

at an Open Preliminary Hearing by Cloud Video Platform

Claimant: Mr A Hughes

Respondents: G. F. Tomlinson Building Ltd & others

Heard at: Nottingham by CVP

On: 25 and 26 November 2020

Before: Employment Judge Hutchinson (sitting alone)

Representation
Claimant: Stefan Brochwicz-Lewinski of Counsel
Respondent: Edmund Beever of Counsel

Covid-19 statement:
This was a remote hearing. The parties did not object to the case being heard remotely. The form of remote hearing was V – video. It was not practicable to hold a face-to-face hearing because of the Covid-19 pandemic.

RESERVED JUDGMENT

The Employment Judge gave Judgment as follows;

1. The communications comprising telephone conversations between the Claimant and Stephen Parker and Stephanie Cooper between 9 January 2020 and 13 or 14 January 2020 and solicitors' communications between the two solicitors, Stephanie Cooper and Nicola Clarke, were without prejudice.

2. These were, therefore, protected conversations/communications and should not therefore be referred to in the pleadings or at the final hearing.

REASONS

The claims

1. The Claimant presented his claims to the tribunal on 24 May 2020. He had been employed as General Manager/Director by the First Respondent from 10 August 2015 until his dismissal on 12 February 2020.

2. He has made claims of;

   - unfair dismissal under section 94 Employment Rights Act 1996 ("ERA");
   - unfair dismissal under section 103A ERA;
   - whistleblowing detriment under section 47B ERA;
   - breach of contract;
   - non-payment of wages.

3. In respect of his whistleblowing claim, he says that he made protected disclosures to two of the Directors (Andrew Sewards and Stephen Parker) who are also Respondents in this matter in October 2019 and that, as a result of making those disclosures, he suffered detriment and that he was also dismissed.

4. The detriments include what he describes as an attempt by the Respondents to blackmail him. He says that he was threatened that unless he paid the Respondents a sum of money, he would be subjected to criminal proceedings, director's disqualification proceedings, disciplinary proceedings and sued by the Respondents in the civil courts.

5. In the context of this preliminary hearing, as is accepted by Mr Brochwicz-Lewinski, the circumstances are slightly unusual in that the objections raised by the Respondents do not relate simply to documents or conversations which form part of the evidential background to the claim brought but to factual assertions comprising part of the substance of the Claimant's claim.

6. I acknowledge that the outcome of this hearing may affect the Claimant's ability to pursue those allegations of blackmail.

Background to this hearing

7. This preliminary hearing was listed by Employment Judge Butler at a case management preliminary hearing on 20 August 2020. The purpose of the hearing is to determine whether certain communications were either;

   7.1 without prejudice and/or

   7.2 protected conversations within section 111A ERA.

8. In consequence, I must decide what redactions are required to the pleadings

and evidence bundle for the final hearing.

9. The final hearing has a 10-day time estimate and commences on 15 November 2021.

The communications in issue

10. I am satisfied that there is no dispute about the communications in issue, which are;

    10.1 telephone conversations between the Claimant and Stephen Parker and Stephanie Cooper, the respondents' solicitor, between 9 January 2020 and 13 or 14 January 2020, and

    10.2 solicitors' communications, both in writing and verbal, between Stephanie Cooper and Nicola Clarke, the Claimant's solicitor, commencing after the Claimant's instruction of solicitors following the previous telephone conversations.

11. The content of the telephone conversations is in dispute and the Claimant's contention is that there were threats made against him. The threats related to him;

    - being struck off as a Director;
    - being reported to the police.

12. He also says that Mr Parker and Miss Cooper's conversation amounted to blackmail. He says that the requirement to repay what he describes as advance profit share, which he believed to be unfounded, amounted to blackmail because the Respondents said that if he did not repay the sum, he would be reported to the police.

13. The Respondents deny any threat or blackmail allegation and I must make findings of fact in respect of those conversations to deal with that issue.

14. The second part related to correspondence entered into with the respective solicitors which was marked without prejudice subject to contract on both sides. The Claimant asserts that the correspondence and discussions between the solicitors fell outside the without prejudice rule. The Claimant again relies on what he describes as threats and blackmail in the correspondence takes this outside without prejudice principles and he wishes to rely on those discussions.

15. The Respondents say that there was nothing unusual in the correspondence which amounted to negotiations between two experienced employment solicitors acting on behalf of their respective clients, both exchanging the correspondence on a without prejudice basis without complaint at the time.

The evidence

16. I heard evidence from the Claimant and from Stephen Parker, Director of the

Respondents and there was an agreed bundle of documents and where I refer to page numbers, it is from that bundle. Where there is a dispute in evidence, I preferred the evidence of Mr Parker. His evidence was consistent with the documents that were prepared at the time. His conversations with the Claimant are corroborated by the documents that he prepared at the time.

17. I am satisfied that Mr Hughes' evidence about these conversations is not reliable. He was clearly under a great deal of pressure at the time. He was driving a car and was under stress at the time because of the serious illness of his mother. He made no notes at the time and his Solicitor in the correspondence with the Respondents' Solicitor made no reference to any improper behaviour by Mr Parker or Miss Cooper. In fact, the first time that the Claimant referred to wrongdoing by the Respondents was in his appeal letter, which was written on 18 February 2020.

The facts

18. The Claimant was originally employed as Director and General Manager of G F Tomlinson Building Ltd commencing on 10 August 2015. The letter of appointment is at pages 47 – 48. His commencing salary was £100,000 per annum. It also provided that he would be a member of the Company's profit share scheme.

19. From 1 April 2018, his total annual salary was increased to £200,000 per annum. His payslips show that he was paid a basic salary of £175,000 per annum and a profit share of £25,000 per annum.

20. From 1 April 2019, his salary was increased by agreement this time to £210,000 per annum. His pay slip shows at page 152 that this comprised a basic salary of £185,000 per annum and profit share of £25,000 per annum. It refers to his employer as G.F. Tomlinson Group plc This continued until 31 December 2019. Deductions were made from his salary in January and his final payment following his dismissal on 12 February 2020.

21. On 9 January 2020, the Claimant was due to return to work following his Christmas break and was driving to work from his home in Derbyshire.

22. On that morning Stephen Parker, a Director of the Respondents, met with Stephanie Cooper, the Company Solicitor at Breadsall Priory Marriot Hotel and Country Club in Morley, Derbyshire.

23. Shortly after 8 am, he telephoned the Claimant on his mobile 'phone to ask him to attend at Breadsall Priory for a meeting with himself and Ms Cooper. The Claimant agreed to attend and said that he was on his way.

24. Approximately 10 minutes later, the Claimant called Mr Parker back. He asked what the meeting was about. He was told that it would be explained to him when he arrived. Mr Hughes was not satisfied with this and pushed for more information and Mr Parker explained that it was an informal meeting to discuss some concerns which the Company had about his conduct. At this, the Claimant said that he would not be attending the meeting.

25. Mr Hughes said that he was in possession of a sick note for stress and anxiety. I am satisfied that he did not have that sick note with him and in fact only went to see his doctor the following day on 10 January 2020. The sick note is at page 193.

26. Mr Hughes said that he wanted the meeting to go ahead over the telephone there and then.

27. The Claimant went on to say that he was in his car at the time driving and Mr Parker asked him to pull over somewhere safe so that he was not driving when they had the discussion. Mr Hughes confirmed that he had already pulled over. A contemporaneous note of these events is at page 50. Mr Parker therefore decided to proceed with the meeting.

28. Mr Parker had with him a comprehensive guide of the script setting out everything that he wanted to say at the meeting. It had been prepared with the assistance of Ms Cooper and is at pages 51 – 59 of the bundle. I am satisfied that Mr Parker followed that script.

29. In the first part of the discussion, he explained the Respondents' concerns over the Claimant's conduct. These concerns were under five headings, namely;

    29.1 that Mr Hughes had failed to conduct himself in accordance with the standards expected of a Director and had failed to act in accordance with his fiduciary duties as set out in the Companies Act 2006;

    29.2 he had used the Company credit card in an unauthorised and improper way;

    29.3 he had unreasonably withheld information relating to the purchase of his new Company car;

    29.4 he had disclosed incorrect and confidential information;

    29.5 he had breached mutual trust and confidence.

30. It can be seen from the notes that in respect of each of these concerns, he provided further details. This first part of the meeting is at pages 52 – 56 and it is not in dispute that this was an open part of the meeting.

31. The second part of the discussion is at pages 57 – 59. I am satisfied in respect of this part of the conversation that Mr Parker read his script out verbatim.

32. He explained that he would like to have a protected conversation which was "off the record". He explained the aim of the conversation and that there was no obligation to enter into it. I am satisfied that Mr Hughes understood what was being said to him and agreed to enter into the conversation. Mr Hughes was not under any pressure to continue with the discussions and clearly decided to listen to what Mr Parker had to say.

33. Mr Parker explained that the Respondents were prepared to enter into a settlement agreement with the Claimant to terminate his employment. He did not say that the Respondents "did not want him in the business".

34. He explained what a settlement agreement was and that Mr Hughes would have a period of 10 days from 9 January 2020 to take legal advice on the terms and effects of the settlement agreement. During the interim period, Mr Hughes would take paid leave so that he could take advice.

35. Mr Parker explained that for the agreement to be binding, Mr Hughes needed to take legal advice from a solicitor to explain the terms and effects of the agreement and the Respondents would contribute towards the cost of him taking that advice.

36. Mr Parker then went on to explain what the terms of the agreement would be. The offer was on the following terms;

    36.1 agreed termination date of 10 January 2020;

    36.2 the Claimant would repay the advance of the profit share to the value of 50% of £43,750;

    36.3 they would not pursue the Claimant for restitution of profit and/or damages and costs relating to potential breaches of the Companies' Act 2006;

    36.4 they would waive the value of the annual leave which the Claimant had taken over and above his allowance;

    36.5 Mr Hughes would resign from all Directorships with the Company and its related Companies;

    36.6 he would return all Company property, including the car. The Respondent would also have to arrange for the registration plate to be changed.

37. Mr Parker told Mr Hughes that he would arrange for a letter to be sent to him in the post which would confirm the terms that had been offered.

38. They agreed that they would have a further conversation once Mr Hughes had had an opportunity to consider what had been said and had read the letter. They would speak to each other at 11 am on Monday 13 January 2020.

39. Mr Parker then explained the next steps. He said that if Mr Hughes wanted to proceed with the settlement agreement, then the agreement would be drafted and Mr Hughes would be able to go away and take advice on the agreement. If Mr Hughes did not want to go ahead with the agreement, then a full investigation would be carried out into the concerns which had been highlighted to him. Mr Hughes was told that he should keep the contents of the conversations strictly confidential.

40. I am satisfied that during the meeting, Mr Hughes said that he had already taken legal advice and would speak to his solicitor. Mr Parker encouraged him to do so.

41. After the meeting, Mr Parker sent the letter dated 9 January 2020 by special delivery (pages 60 – 63). It confirmed the discussion that had taken place and the terms of the agreement.

42. As agreed, Mr Parker telephoned Mr Hughes at 11 am on Monday 13 January 2020. Mr Hughes said that he had an appointment with solicitor on 16 January 2020 to discuss the possibility of the settlement agreement and related matters. He said that his solicitor was Nicola Clarke and she worked at Thorneycroft Solicitors. Stephanie Cooper, the Respondents' Solicitor, listened into that conversation and I am satisfied that no one said to Mr Hughes that they did not want him in the business or ask him to resign or threaten to pass the matter to the police and/or state that Mr Hughes would be, or may be, disqualified as acting as a Director.

43. After that telephone discussion, Mr Parker was not involved further in any discussions. All communications took place between Stephanie Cooper for the Respondents and Nicola Clarke for the Claimant.

44. Mr Hughes contends that there was a further telephone conversation on 14 January 2020. I am satisfied that no discussion took place on that day.

45. I have seen the correspondence between Stephanie Cooper for the Respondents and Nicola Clarke for the Claimant, which is at pages 108 – 190. It can be seen from that documentation that both parties refer to the correspondence as being "without prejudice and subject to contract".

46. At no stage did Nicola Clarke for the Claimant ever suggest that inappropriate threats had been made during the discussions on 9 January 2020 or in the subsequent telephone conversation.

47. The first time that Miss Clarke refers to any "threat" is in her email to Miss Cooper dated 22 January 2020 (page 136). In that email, she refers to "additional threats of various implications for my client prior to him being fully informed as to the alleged conduct concerns". It does not say that the threat was improper or amounted to blackmail.

48. It can be seen from the correspondence that both parties were making efforts to seek a resolution of the matter which they found to be satisfactory. There really was though nothing unusual about the discussions that were taking place at arm's length between two solicitors seeking to best represent their client's interests and reach a resolution of the matter that was satisfactory to their respective clients.

49. It can be seen in the exchanges that Miss Cooper for the Respondents sets out the allegations that were made against Mr Hughes and how serious those allegations were and it can also be seen that Miss Clarke for the Claimant makes a robust response to those allegations.

50. Having failed to be able to reach any agreement, Mr Parker wrote to the Claimant on 4 February 2020. That was an invitation to a disciplinary hearing that was due to take place on 10 February 2020. The letter set out in detail the allegations that Mr Hughes faced. The letter is at pages 64 – 69. At the conclusion of the letter, it says as follows;

"***Further action***

Please note that if some or all of the allegations are substantiated, the Company may, if appropriate, make a referral to the Police for an investigation into any criminal wrongdoing to be carried out. Further, and again if the allegations are substantiated, the Company reserves its right to pursue you personally in respect of any breaches of your Director duties."

51. At the meeting on 10 February 2020, the Claimant was dismissed. I have seen the file note from Miss Clarke of the conversation that she had had with Miss Cooper on that day (page 70). They were still having discussions even after the dismissal about a settlement agreement and Miss Clarke stressed the seriousness of the matter and that if an agreement was not reached, they would be "pursuing the various actions they had mentioned previously". This included;

"*Recovery of profit share, suing for damages/losses arising from breach of Director's duties, criminal prosecution and referral for disqualification."*

52. The letter confirming the dismissal was sent on 12 February 2020.

53. By the time of the Claimant's appeal against his dismissal on 18 February 2020 (pages 71 – 77), he had instructed a different firm of solicitors, Myerson Solicitors. In that letter, he complains for the first time that the Company had been blackmailing him throughout the process.

54. At no stage was the matter ever referred to the police and there was no report regarding disqualification as Director.

The law

55. As Mr Beever submitted in his helpful document, the without prejudice principle is part of the law of evidence which is an exception to the general rule of evidence that all evidence relevant to an issue in proceedings and necessary for a fair trial of a claim is admissible. The principle is broadly defined as;

"*Where there is a dispute between the parties, any written or oral communication between them that comprise efforts to resolve their dispute will not generally be admitted in evidence at a subsequent hearing of the claim*."

56. The rule applies to exclude from evidence all negotiations aimed at settlement, whether oral or in writing. The rule applies to the content of the negotiations.

57. Both Mr Beaver and Mr Brochwicz-Lewinski referred me to the case of ***Unilever v Proctor and Gamble [2000] WLR 2436***. There is a review of the principle of

without prejudice communications in that case.

58. It is agreed between the parties that there needs to be a dispute between them at the time of the relevant discussion. Mr Brochwicz-Lewinski himself referred to the case of ***BNP Paribas v Mezzotero [2004] IRLR 508***. He quoted as follows from that judgment;

"*It is clear that for the rule to have any application at all, there must be a dispute between the parties and the written or oral communications to which the rule is said to attach must be made for the purpose of a genuine attempt to compromise it."*

59. Mr Brochwicz-Lewinski then went on to refer me to the decision in ***Forster v Friedland***, an unreported case which is referred to in the BNP Paribas case. Mr Beever then went on to refer me to the case of ***Barnetson v Framlington Group Ltd [2008] ICR 1439***. That case found that the essential question was whether the parties were conscious of the potential for litigation, even if neither of them wanted that outcome. Any litigation or threat of litigation does not need to be imminent.

60. Mr Beever then referred me to the case of ***Portnykh v Nomura International plc [2014] IRLR 251***. In that case, it was said that the likelihood of the existence of a dispute once a dismissal had been proposed it is not necessary for any specific complaint to have been raised by the Claimant, e.g. of unfair dismissal, for there to be a potential dispute.

61. As Mr Beever described to me, the real battleground in this case lies with whether the Claimant can establish to my satisfaction that a "threat" had been made and whether the circumstances of that "threat" were sufficient to satisfy the "unambiguous impropriety" exception to the without prejudice rule.

62. He referred me to the case ***Savings and Investment Bank (in liquidation) v Fincken [2004] 1 WLR 667***. He said that it is an exception that is not to be applied too readily and ought to be reserved for conduct which is "an abuse of the privilege itself".

63. I am satisfied that the exception should only be applied in the clearest of cases of abuse of a privileged occasion. That would involve a party knowingly acting in a dishonest fashion.

64. I was also referred to section 111A of the Employment Rights Act 1996. That provides;

*"**111A Confidentiality of negotiations before termination of employment***

(1) Evidence of pre-termination negotiations is inadmissible in any proceedings on a complaint under section 111.

This is subject to subsections (3) to (5).

(2) In subsection (1) " pre-termination negotiations " means any offer

made or discussions held, before the termination of the employment in question, with a view to it being terminated on terms agreed between the employer and the employee.

(3) Subsection (1) does not apply where, according to the complainant's case, the circumstances are such that a provision (whenever made) contained in, or made under, this or any other Act requires the complainant to be regarded for the purposes of this Part as unfairly dismissed.

(4) In relation to anything said or done which in the tribunal's opinion was improper, or was connected with improper behaviour, subsection (1) applies only to the extent that the tribunal considers just.

…."

65. This is obviously only relevant to unfair dismissal proceedings and does not apply where the Claimant pleads a reason which would make a dismissal automatically unfair.

Conclusions

66. I am satisfied that the relevant conversations do engage the ordinary without prejudice rule. I am satisfied that they were genuine attempts to settle a dispute that had arisen at the time between the parties. There was in existence at the time of the discussions a dispute. This was evidenced by Mr Hughes telling Mr Parker over the telephone on 9 January that he had already instructed solicitors. I am satisfied that the matters complained of do not amount to improper conduct so as to fall outside the application of the without prejudice exclusionary rule.

66. I am satisfied that the allegations of impropriety did not amount to blackmail or improper conduct. I have heard sufficient evidence from both the Claimant and Mr Parker which, together with the documentary evidence, satisfies me that no such improper conduct occurred.

67. The relevant conversations are;

67.1 the telephone conversations between the Claimant and Mr Parker and Miss Cooper, the Respondents' Solicitor, between 9 January 2020 and 13 or 14 January 2020, and

67.2 the Solicitors' communications largely in writing but also verbal between Miss Cooper, the Respondents' Solicitor and Miss Clarke, the Claimant's Solicitor commencing after the Claimant's instruction of solicitors following the telephone conversation.

68. I am satisfied that the first part of that discussion on 9 January 2010, which was an open discussion, can indeed be relied on. It is not in dispute between the parties that that was an open discussion.

69. I am satisfied that the second part of that discussion, which is the one that is referred to in the bundle at pages 57 – 59 was a without prejudice conversation. The Claimant was aware that this was to be a protected conversation and he specifically agreed to enter into that protected conversation, knowing that he would not be able to rely on it in any tribunal proceedings.

70. I am satisfied that there was no threat made against him in that discussion, or subsequently. As I have described above, I preferred the evidence of the Respondent, Mr Parker. He had the benefit of making notes of the conversation at the time with a solicitor present and I have no reason to doubt the propriety of Mr Parker, or his Solicitor. I am further bolstered by the fact that the Claimant himself did not complain at the time about any such threat.

71. Specifically, there was no suggestion at the time that his conduct would lead to a referral to the police or any discussion about him being struck off as a Director.

72. The subsequent Solicitor correspondence does not refer to any such allegation until much later, i.e. when he had instructed other solicitors later in February.

73. The only threat that was made, or which could be described in any way as a threat, came at a much later stage after the Claimant had been dismissed.

74. Regarding the communications between the Solicitors, I am satisfied that these were;

    74.1 communications between professionals on an equal footing;

    74.2 the Claimant's Solicitor was also maintaining the text without prejudice and subject to contract throughout;

    74.3 there was no protest suggesting there was any abuse of the privilege;

    74.4 there is no recognition that the Respondents are either making any alleged threat until significantly later in the timeline and this confirms my belief that there was no threat made in any earlier conversation directly between the parties,

75. The threat, if it could possibly be described as a threat, merely identified the implication that if allegations of dishonesty and fraud were made out, then it might be a matter for the police. To my satisfaction, this does not amount in any way to improper conduct. There was nothing unusual at all about these without prejudice conversations which were taking place between two experienced employment solicitors doing their best acting on behalf of their respective clients.

76. As to the contention by the Claimant's Solicitor that there was no dispute, the evidence does not support that suggestion. The Claimant himself in his own evidence suggests that he blew the whistle about the Respondents' "intention to defraud the bank and I refused to help the business to "cook the books" by hiding the Company's true financial position from the bank's crisis team and the bondsman".

77. He goes on to describe how his relationship with Mr Seward and Mr Parker deteriorated with him being left out of meetings and that "I felt there was something planned for me".

78. He also said in his evidence that he had already instructed solicitors prior to the discussions on 9 January 2020, which is a clear indication that at that time, all was not well between the parties and there was a dispute.

79. For these reasons, I am satisfied that the application should succeed and the particulars in the ET1 need to be amended accordingly.

ORDERS
Made pursuant to the Employment Tribunal Rules 2013

1. The Claimant is to serve a proposed amended further ET1 particulars, which should be amended consequential to my order on the Respondent within 14 days of the parties being sent the written decision.

2. Within 14 days thereafter, the Respondents are to indicate whether they agree to the proposed further particulars and the consequentially amended ET1 particulars and the parties are to seek to agree any consequential amendments.

3. Within 14 thereafter, the parties are to write to the tribunal confirming the position/any applications on amendment.

4. **List of issues**

   4.1 Within 42 days of being sent the written decision, the parties are to agree and create an agreed list of issues or a single document identifying areas of agreement or disagreement.

5. **Schedule of loss**

   5.1 The Claimant will provide a fully particularised schedule of loss by **1 March 2021.**

6. **Documents**

   6.1 The parties are ordered to give mutual disclosure of documents relevant to the issues so as to arrive on or before **12 March 2021**. The Claimant will provide copies of any relevant documents. This will include from the Claimant documents relevant to all aspects of any remedy sought.

   6.2 Documents relevant to remedy include evidence of all attempts to find alternative employment and evidence of all attempts to set up in self-employment, including payslips from work secured since the dismissal, the terms and conditions of any new employment.

   6.3 This order is made on the standard Civil Procedure Rules basis, which requires the parties to disclose all documents relevant to the issues which

are in their possession, custody or control whether they assist the party that produced them, the other party or appear neutral.

7. **Bundle of documents**

7.1 It is ordered that the Respondents have primary responsibility for the creation of a single joint bundle of documents required for the hearing.

7.2 The Respondents are ordered to provide to the Claimant a full indexed, page numbered bundle to arrive on or before **9 April 2021**.

7.3 The parties will then agree the final trial bundle by **23 April 2021**.

8. **Witness statements**

8.1 It is ordered that the oral evidence-in-chief will be given by reference to typed witness statements from parties or witnesses.

8.2 The witness statements must be full but not repetitive. They must set out all the facts about which a witness intends to tell the tribunal relevant to the issues are identified above. They must not include generalisations, argument, hypothesis or irrelevant material.

8.3 The facts must be set out in numbered paragraphs on numbered pages and in chronological order.

8.4 If a witness intends to refer to a document, the page number in the bundle must be set out by the reference.

8.5 It is ordered that witness statement are exchanged so as to arrive on or before **25 June 2021**.

9. **Final hearing directions**

9.1 The Respondents are ordered to deliver to the tribunal 4 copies of the bundle for use at the hearing not later than 4 working days prior to the date of the hearing.

9.2 The parties are also ordered to provide 4 copies of their respective witness statements, again 4 days prior to the date of the hearing.

Notes

(i) The above Order has been fully explained to the parties and all compliance dates stand even if this written record of the Order is not received until after compliance dates have passed.

(ii) Failure to comply with an order for disclosure may result on summary conviction in a fine of up to £1,000 being imposed upon a person in default under s.7(4) of the Employment Tribunals Act 1996.

(iii) The Tribunal may also make a further order (an "unless order") providing that unless it is complied with the claim or, as the case may be, the response shall be struck out on the date of non-compliance without further consideration of the proceedings or the need to give notice or hold a preliminary hearing or a hearing.

(iv) An order may be varied or revoked upon application by a person affected by the order or by a judge on his/her own initiative. Any further applications should be made on receipt of this Order or as soon as possible. The attention of the parties is drawn to the Presidential Guidance on 'General Case Management':
https://www.judiciary.uk/publications/employment-rules-and-legislation-practice-directions/
(v) The parties are reminded of rule 92: "*Where a party sends a communication to the Tribunal (except an application under rule 32) it shall send a copy to all other parties and state that it has done so (by use of "cc" or otherwise). The Tribunal may order a departure from this rule where it considers it in the interests of justice to do so".* If, when writing to the Tribunal, the parties do not comply with this rule, the tribunal may decide not to consider what they have written.

_____
Employment Judge Hutchinson

Date: 21 January 2021

JUDGMENT SENT TO THE PARTIES ON

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FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

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