EMPLOYMENT TRIBUNALS

Claimant: **MISS RUBY MOHAMMAD**

Respondent: **(1) BAKER & MCKENZIE LLP (2) HABIB AL MULLA & PARTNERS (3) BAKER & MCKENZIE SERVICES LIMITED**

Heard at: London Central (remotely via CVP)

On: 25 May 2023

Before: Employment Judge Woodhead (sitting alone)

Representation

For the Claimant: Litigant in person

For the Respondent: Ms Tutin, Counsel

JUDGMENT

1. **The Claimant was not employed and had no contract with either the First or Third Respondents. The Claimant's claims against those Respondents are therefore not well founded and are dismissed.**

2. **As regards the Claimant's contract with the Second Respondent, the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 did not apply to the Claimant's contract and the UK Tribunals are not the appropriate forum to hear the claims in any event. The Claimant's claims under the Employment Rights Act 1996 for unlawful deduction of wages fail for lack of territorial reach. All claims against the Second Respondent are therefore dismissed.**

REASONS

THE ISSUES

1. The Claimant is a UK qualified Real Estate Lawyer. It was agreed at the hearing that the Claimant brings claims against the Respondents of "*breach of contract, costs and expenses and salary*". It was also agreed at the hearing that this might sound under Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 (the "**Extension Order**"). It was also agreed that the claim could sound as an unlawful deduction from wages claim under S.13 and S.23 of the Employment Rights Act 1996 (the "**ERA**").

2. The Claimant presented her ET1 on 27 January 2023 ACAS EC notification and the ACAS Certificate (emailed) having been issued on the same date.

3. The Claimant's claims arise from an offer of 24 August 2022 ("**the Offer**"), which she accepted the same day, made by the Second Respondent for the position of Junior Associate in the Real Estate Department in its Dubai office ("**the Role**"). The Claimant says that she was employed under the contract that was formed as a result of her acceptance of the Offer ("**the Contract**") from 6 October 2022 to 28 October 2022 (the "**Termination Date**") but that the contract terms are not reflective of the true arrangements and that she in fact had employment with the First and/or Third Respondents.

4. The Second Respondent does not accept that the Claimant's engagement started pursuant to the Contract. The Second Respondent argues that it revoked its offer of employment to the Claimant on the Termination Date (without that employment starting) or, alternatively, terminated her contract of employment on the Termination Date.

5. The Second Respondent argues that the applicable law under the Contract was UAE law, that England and Wales is not an appropriate forum to determine the complaint and a more convenient forum, namely UAE, exists, in which the Claimant has already brought a complaint and the Tribunal does not have territorial jurisdiction to determine the complaint against it.

6. The First and Third Respondents deny the complaint on the basis that they say they did not have a contractual relationship with the Claimant.

7. I was asked to:

- Dismiss/strike out the claim against the First Respondent and the Third Respondent on the basis that the Claimant had no complaints against them which the Tribunal can determine; and

- Dismiss/strike out the claim against the Second Respondent on the basis that: (i) the applicable law to its contractual relationship with the Claimant is UAE law; (ii) England and Wales is not an appropriate forum to determine the complaint and a more convenient forum, namely UAE, exists, in which the Claimant has already brought a complaint; and/or (iii) the Tribunal does not have territorial jurisdiction to determine the complaint against the Second Respondent.

8. There was insufficient time to properly consider the substantive claims. The Second Respondent also said that they could not deal with merits at this hearing because if they did so then they would be submitting to the jurisdiction of the Tribunal (which they contest). If I found in favour of the Claimant on either point then it was agreed that a further hearing would then be required to determine the substantive case.

THE HEARING

9. The Hearing had been listed for a case management preliminary hearing of two hours on 25 May 2023 but on receipt of the Respondent's grounds of resistance this was converted into a public hearing of two hours.

10. Knowing what they did about the issues to be determined it should have been apparent to both parties that a hearing of two hours would fall far short of the time needed. The Notice of Hearing recorded "*If you feel that this is insufficient, please inform us in writing, preferably, within 7 days of the date of this letter*". However, I was not made aware of either party informing the Tribunal that two hours would be insufficient. Fortunately, I did not have another hearing on the afternoon of 25 May 2023 and so we were able to sit until 15:45 but I did not then have the opportunity to deliberate and reach my decision on the case until 28 July 2023.

11. The Respondents provided a bundle of documents totalling 70 pages. The Claimant produced a separate bundle totalling 76 pages.

12. The Respondent produced witness statements for Ms Joanna Matthews (a partner in the employment department of Baker McKenzie's Dubai office) and Keri Watkins (Head of Real Estate in Baker McKenzie's Dubai office). The Claimant also produced a witness statement.

13. The Respondents' counsel had prepared a helpful skeleton argument but it only addressed a claim under the Extension Order.

14. Over lunch the parties prepared their submissions on whether a claim could be brought under the ERA. We reconvened at 12:50 and after some discussion I decided that it was also appropriate for me to determine whether there was territorial jurisdiction against the Second Respondents under the ERA. The parties also confirmed that they wanted to proceed with the hearing on that basis rather than adjourn to give the parties more time.

15. The Claimant then affirmed her short witness statement and she was cross examined by counsel for the Respondent.

16. The Second Respondents' witnesses were not in attendance at the hearing and counsel for the Respondents accepted that, because they had not been cross examined, less weight could be attributed to their statements but that nonetheless they had prepared signed statements including a statement of truth and they are both senior individuals and lawyers at the Second Respondent and understand their professional obligations to the Tribunal and had provided statements that were consistent with the documentary evidence.

FINDINGS OF FACT

17. Having considered all the evidence, I find the following facts on a balance of probabilities. The parties will note that not all the matters that they told us about are recorded in our findings of fact. That is because we have limited them to points that are relevant to the legal issues.

18. I accept the undisputed evidence of Joanna Matthews that:

- The First Respondent is a law firm incorporated, and located, in England and a Member Firm of Baker & McKenzie International.

- The Third Respondent is a service company which is wholly owned by the First Respondent and is incorporated, and located, in England. The primary function of the Third Respondent is to employ those staff who are not members (i.e. partners) of the First Respondent.

- Baker & McKenzie International is a global law firm structured as a Swiss Verein which operates through a number of professional firms and constituent entities (**the Member Firms**) located throughout the world to provide legal and other client related professional services. The Member Firms are constituted and regulated in accordance with relevant local regulatory and legal requirements. The use of the name Baker McKenzie is for description purposes only and does not imply that the Member Firms are in a partnership or are part of a LLP.

19. With respect to the Second Respondent I find that at the relevant time:

- It was a law firm which was formed and incorporated, and registered in the United Arab Emirates ("UAE") [R67-70];

- It changed its name to “Habib Al Mulla & Partners” in December 2021.

- Its principal place of business at the relevant time was in the UAE, although from time to time it may have been instructed by clients located in other jurisdictions.

- Its office was located at Level 14, O14 Tower, Marasi Drive, Dubai, United Arab Emirate;

- It did not have a branch or office in the UK nor did it have a location from which it carried on activities in the UK.

- Its administration was carried out and principal place of business was in Dubai, although from time to time it was instructed by clients in other jurisdictions.

- It was a Member Firm of Baker & McKenzie International (although is no longer such a member, as ownership has been transferred to Dr Habib Al Mulla).

- It was not in partnership with the First Respondent, nor were their individual partners in partnership with each other, and the First and Second Respondent did not have any ownership in common.

20. The Claimant asserted that she was told at a number of stages throughout the interview process for the Role, and subsequent discussions with Keri Watkins, that she would be required to assist the UK team with UK office work as required and as per capacity levels. She said that Keri Watkins mentioned that she carried out UK office work and all Middle East related work – not just Dubai. I accept this assertion and do not find that it is inconsistent with the evidence of Keri Watkins in that I accept Keri Watkins' explanation that her team, from time to time, worked with the First Respondent's real estate team and other teams in other Member Firms and that might arise in one of two circumstances:

- It might have arisen firstly in circumstances where matters of UAE law arose in a transaction that the First Respondent was working on. I accept that this would not be unique to the Second and First Respondent and that the same situation would have arisen with the various Member Firms around the world.

- Secondly I accept that it might have arisen if the Second Respondent was asked to provide support to other Member Firms within the Europe, Middle East and Africa region on matters which did not have a UAE law element. This might happen where a Member Firm did not have sufficient internal capacity and the Second Respondent was to help. I also accept that this was not unique to the First Respondent and that this reciprocal arrangement was in place with other Member Firms in the region. I further accept that, at the relevant time, the Second Respondent might have been be asked to provide support to any other Member Firm in the region or might have itself asked for support from any other Member Firm in the region (not just to the First Respondent).

21. The Claimant asserted that she was told that she would also be able to work out of the First Respondent's office in the UK and that on 23 September 2022 (before starting) she attended a dinner at which real estate lawyers were present from other international offices and that Keri Watkins told a UK office partner that she and the Claimant would "*be coming and working from London*". Keri Watkins disputes this and says that at the time the Claimant was still working for her former employer and that there were no future plans for the Claimant and her to travel to London for any reason. Given that Keri Watkins was not in attendance at the hearing and the Claimant did not have the opportunity to cross examine her on this point, I find on the balance of probabilities that she did say this but that it was said in the context of the reciprocal working arrangements I have described above.

22. I also accept the Claimant's assertion that she had involvement with employees not employed by the Second Respondent. As per the evidence of Joanna Matthews I find that Shiney Krishnan (Talent Management), James Taylor (Associate Director of Recruitment, EMEA+) and Vanessa Renforth (Recruitment Manager) were not employed by the Second Respondent and that of those people Mr Taylor and Ms Renforth were the

only ones residing and working in the UK. I do not know where Shiney Krishnan resided and worked but assume it was not the UK or Dubai.

23. Ms Renforth was involved in coordinating the recruitment of the Claimant to the Second Respondent and issuing her offer of employment to her (C70-C76). Ms Renforth's email correspondence was signed off: Recruitment Manager, People, Baker & McKenzie LLP, 100 New Bridge Street, London EC4V 6JA United Kingdom. It is clear from the correspondence that she was covering for Majdouline Alarabi whilst Ms Alarabi was on holiday. I accept Joanne Matthews' evidence that Majdouline Alarabi was a Recruitment Manager UAE / Gulf, HR & Development employed by the Second Respondent in the UAE.

24. I find that Mr Taylor's involvement with the Claimant was principally to support Keri Watkins in relation to discussing with the Claimant concerns that the Respondent appears to have had about the Claimant's conduct at a hotel she was staying at in Dubai and in respect of her interactions with Mr Imran Chohan (HR Business Partner) of the Second Respondent. I do not find that this indicates that there was any contractual relationship between the Claimant and either of the First and Third Respondents.

25. I find that the Claimant had her third interview for the Role at the First Respondent's London office (the Respondents did not dispute this in their witness evidence).

26. I find that Ms Renforth was Majdouline Alarabi's manager and that Mr Taylor was Imran Chohan's manager. The Respondents did not dispute this.

27. I find that Ms Watkins reprimanded the Claimant on a call on 13 October 2022 when Ms Watkins was in London. This was not disputed in Ms Watkins's witness statement.

28. The Claimant performed no work for any of the Respondents and I find that, as per Ms Matthew's witness statement and the documents presented to me the Claimant's employment was overwhelmingly centred on the UAE (with little if any material connection to the UK):

- The Offer was signed on behalf of the Second Respondent by Majdouline Alarabi who was employed by Second Respondent at the time of signing.

- The Contract records (at paragraph 3, R61) the expectation that the Claimant would be required to perform work only within UAE, and she travelled to Dubai to take up her role, her normal place of work would have been Dubai, and her desk and office equipment would have been there.

- Paragraph 5 of the Contract records the Claimant's salary in AED and Ms Matthews confirmed that, had her employment commenced, the Claimant would have been paid in this currency.

- Under UAE law the Second Respondent would not have been required to pay any tax or social security contributions in respect of the Claimant's employment.

- Under Paragraphs 16 and 17 of the Contract the Claimant's employment was to be governed by UAE law and subject to the exclusive jurisdiction of UAE Labor Law (R66).

- The Claimant was never told that she would be subject to UK employment law.

- In order to carry out her duties the Claimant required accommodation in UAE and a work permit.

THE LAW

29. I accept the submissions made by counsel for the Respondent that a distinction has to be made between:

- the territorial scope of the rights in question;
- the applicable law relating to the contract (or tort); and
- the forum where a case is determined.

30. I also accept that *Simpson v Intralinks Ltd [2012] ICR 1343,* is authority for the position that the territorial scope of legislation could be wide enough to cover a case, but it cannot dictate the applicable law to a dispute. Langstaff J went on to say:

> *'It is axiomatic that the fact that a UK statute purports to apply with worldwide effect does not have the consequence that the parties trying their dispute in a foreign jurisdiction must determine it in accordance with the English statute. Nor, depending upon the wording of the statute itself, does it necessarily follow that if the dispute is to be determined in the UK, it will be determined in accordance with the statute as applicable law, rather than a different system of law which the parties have agreed should be applicable"*

Breach of Contract

31. Jurisdiction to hear certain complaints of breach of contract is conferred on the Tribunal by the Extension Order.

32. The Extension Order provides at Article 3 proceedings may be brought before an Employment Tribunal in respect of a claim of an employee for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if (a) the claim is one to which section 131(2) of the 1978 Act applies and which a court in England and Wales would under the law for the time being in force have jurisdiction to hear and determine; (b) the claim is not one to which article 5 applies; and (c) the claim arises or is outstanding on the termination of the employee's employment.

33. Article 5 of the Extension Order applies to a claim for breach of a contractual term of any of the following descriptions: (a) a term requiring the employer to provide living accommodation for the employee; (b) a term imposing an obligation on the employer or the employee in connection with the provision of living accommodation; (c) a term relating to intellectual property; (d) a

term imposing an obligation of confidence; (e) a term which is a covenant in restraint of trade.

Applicable law – Breach of Contract

34. I accept Counsel for the Respondents' skeleton argument that a contract of employment may specify which country's law applies to that contract, whether it is the law of England and Wales, Scots law, or the law of another jurisdiction. Where no choice is made and a dispute arises about which law to apply, recourse will be had to *ss.4A-4B of the Contracts (Applicable Law) Act 1990* ("**C(AL)A 1990**"). This does not arise here because, as I will explain, I find that the parties made a valid choice of law in the Contract.

35. The European Union Withdrawal Act 2018 provides for the retention of the Rome I Regulation in domestic law in circumstances such as this where the contract was concluded or relevant events occurred after 11pm GMT on 31 December 2020.

36. The effect of Articles 3(1) and 8(1) of Rome I Regulation is an employment contract concluded on or after 17 December 2009 is governed by the law chosen by the parties (e.g. in a choice of law provision in the contract).

Territorial scope – Breach of Contract

37. For reasons I go on to explain, I have not needed to conclude the territorial scope of the Extension Order.

Appropriate Forum - Breach of Contract

38. As with the applicable law, a contract of employment may contain an express jurisdiction clause stating in which country any disputes regarding the contract should be resolved.

39. In this case there is a an express and valid jurisdiction clause that provides for the jurisdiction of UAE Labour law [R66, cl.17]. This could have been worded more precisely but was not a point that was contested by the Claimant, who is a lawyer. Consequently I do not set out here the rules that apply where there is no express and valid choice of jurisdiction.

40. I accept the submission of counsel for the Respondents that Rule 8 of the Employment Tribunals Rules of Procedure 2013 ("ET Rules") is not relevant here.

ERA – Unlawful deductions from wages

41. S.13 ERA provides that an employer may not make a deduction from the "wages" of a worker unless the deduction is required or authorised by virtue of a statutory provision or a relevant provision of the worker's contract or the worker has previously signified in writing their agreement or consent to the making of the deduction. An employee has a right to complain to an Employment Tribunal of an unlawful deduction from wages pursuant to Section 23 of the Employment Rights Act 1996.

42. “Wages” means any sums payable to a worker in connection with their employment, including any fee, bonus, commission, holiday pay or other emolument referable to their employment, whether payable under their contract or otherwise (S.27 ERA). S.27(2)(b) ERA excludes from the definition of wages, “any payment in respect of expenses incurred by the worker in carrying out his employment”.

43. S.230 ERA provides that in the ERA “employee” means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.

44. S.230 (2) ERA provides that a “contract of employment” means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.

45. S.230 (3) ERA provides that “worker” […] means an individual who has entered into or works under (or, where the employment has ceased, worked under) (a) a contract of employment, or (b)any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual. It provides further that and any reference to a worker’s contract shall be construed accordingly.

46. S.230 (4) ERA provides that “employer”, in relation to an employee or a worker, means the person by whom the employee or worker is (or, where the employment has ceased, was) employed.

47. S.230 (5) ERA provides that “employment” (a) in relation to an employee, means (except for the purposes of section 171) employment under a contract of employment, and (b) in relation to a worker, means employment under his contract and that “employed” shall be construed accordingly.

48. The ERA does not include a provision equivalent to Article 3(a) of the Extension Order (which provides that a claim may only be brought under it if it is one to which a court in England and Wales would under the law for the time being in force have jurisdiction to hear and determine).

49. For any contract to have been formed, there are a number of essential components: an intention to create legal relations; offer; acceptance; consideration and sufficient certainly as to the terms.

50. There is no legal requirement for an employment contract to be in writing. It therefore follows that there is no requirement for a contract to be signed by both parties to be binding. Contracts of employment can be formed, varied and terminated through express agreement, whether in writing or orally. They can also be formed and varied through conduct. Acceptance of a new or varied contract can be implied where an employee has been issued with a contract and works under it, even though they do not sign and return it.

51. The test as to whether a contract has been formed, varied or terminated is objective. The tribunal must have regard to what a reasonable observer would think. That is not to say that the subjective states of the minds of the parties involved are entirely irrelevant. They are part of the overall factual matrix that needs to be considered.

52. Employees transferred to an overseas branch or subsidiary are sometimes paid under two contracts (referred to as dual contracts), one with the employing company in the host country and the other with a subsidiary outside both the UK and the host country. This is normally done for tax reasons.

53. The test for establishing territorial jurisdiction is the same under the ERA and the Equality Act 2010 (*R (on the application of Hottak) v Secretary of State for Foreign and Commonwealth Affairs [2016] EWCA Civ 438*).

54. Following the judgment of Lord Hoffman in Lawson v Serco [2006] IRLR 289 the relevant approach requires an analysis of the factual matrix. This will include looking at the contract, and how the contract was being operated in practice and as a whole. Lord Hoffman gave guidance as to what sort of employee would be "within the legislative grasp" of the Employment Rights Act by reference to three examples:

- The standard case (working in Great Britain);
- Peripatetic employees; and
- Ex-patriate employees.

55. In *Ravat v Halliburton Manufacturing and Services Ltd [2012] IRLR 315*, the Supreme Court held that the Lawson v Serco categories could be subsumed within a single question or overriding principle:

> "*The question of fact is whether the connection between the circumstances of the employment in Great Britain and with British employment law was sufficiently strong to enable it to be said that it would be appropriate for the employee to have a claim for unfair dismissal in Great Britain*".

56. In *Bates Van Winklehoff v Clyde & Co LLP [2012] EWCA Civ 1207, [2012] IRLR 992*, the Court of Appeal held that a claimant could pursue her discrimination claims despite spending most of her time working on secondment abroad, as she had a sufficiently strong connection with Great Britain and British employment law. It said that in a case where the claimant lives and/or works for at least part of the time in Great Britain all that was required was that the tribunal should satisfy itself, that the connection between the claimant and the UK was 'sufficiently strong to enable it to be said that Parliament would have regarded it as appropriate for the tribunal to deal with the claim' (paragraph 98).

57. In *Ravisy v Simmons & Simmons LLP UKEAT/0085/18*, the Employment Appeal Tribunal, concluded that the application of *Ravat, Lawson v Serco* and *Bates van Winkelhof* led to three broad categories of cases:

- Type (a): cases in which (at the relevant time or during the relevant period), the claimant worked in Great Britain. These cases would have territorial jurisdiction.

- Type (b): cases in which the claimant worked outside Great Britain. In these cases, the presumption is against jurisdiction unless there is something which puts the case in an exceptional category, such that the employment has much stronger connections both with Great Britain and British employment law than with any other system of law. The tribunal and EAT stated that this is a question of fact and degree. A non-exhaustive range of factors could be relevant.

- Type (c): cases in which the claimant lived and worked for at least part of the time in Great Britain. These cases do not have to be "truly exceptional" for territorial jurisdiction to be established; and the comparative exercise called for in a type (b) case is not required. There merely needs to be a sufficiently strong connection with Great Britain and British law.

58. The factual matrix that the tribunal needs to consider potentially includes the following factors:

- where the employee was recruited
- where the employer is registered
- where the employee was based
- where the work was carried out
- where the employee lived and whether he or she has a home in Great Britain
- any choice of law and jurisdiction said to have been made by the parties
- what was said to the employee about their entitlements
- from where the employment relationship has been managed, from an HR perspective and from an operational perspective
- where does the employee get paid and in what currency
- any pension scheme and/or other benefits the employee receives
- the tax and social security arrangements in place

ANALYSIS AND CONCLUSIONS

Claims against the First and Third Respondents

59. Taking into account all the circumstances I conclude that there was no contract of employment between the First Respondent and Third Respondent (whether express or implied) and that the Claimant was not a worker for those entities under the ERA. The Claimant had a clear express contract with the Second Respondent and I not persuaded that in light of my findings of fact there is a basis for concluding that the contract that was in place was a fiction or that there was any second implied contract with either the First or Third Respondents. The fact that the Claimant might have, on behalf of the Second Respondent, assisted the First Respondent with the First Respondent's client work or might have worked from the First Respondent's offices does not indicate that she was an employee of the

First Respondent nor do the interactions she had with employees of the Third Respondent.

60. The Claimant's claims against the First and Third Respondents therefore fail under the ERA and under the Extension Order and are dismissed.

Claim against the Second Respondent

Applicable law – Breach of Contract

61. The Claimant's contract of employment with the Second Respondent clearly provided that the laws that the parties had chosen to be applicable to her contract of employment were the "UAE Labor Law". I am not persuaded that the circumstances and my findings of fact mean that I should look behind this express choice in the contract.

Territorial scope – Breach of Contract

62. As referenced above and for reasons I go on to explain, I have not needed to decide the territorial scope of the Extension Order.

Appropriate Forum - Breach of Contract

63. In this case I find that there is a an express and valid jurisdiction clause that provides for the jurisdiction of UAE Labour law [R66, cl.17]. As referenced above, this could have been worded more precisely but was not a point that was contested by the Claimant, who is a lawyer. I do not therefore need to determine the appropriate forum under the law (Civil Jurisdiction and Judgments Act 1982 ("CJJA 1982")) that applies where there is no such valid choice of jurisdiction. However, for the avoidance of doubt I find that the UK is not the appropriate forum:

- the Second Respondent was not domiciled or incorporated in the United Kingdom (and had no branch, place of business, agency, registered office, central administration or other establishment in the United Kingdom);
- the Claimant was not and would not have been habitually carrying out her work for the Second Respondent in the UK;
- the Claimant would have been habitually carrying out her work for the Second Respondent in Dubai.
- the Claimant should bring her claim in the UAE (and in fact accepted that she had brought a clam there in which she had been awarded two weeks' salary).

64. For the further avoidance of doubt I also accept the Second Respondent's submissions that as to s.15A(2)(b), the CJEU held that the place where an individual 'habitually works' will, taking account of all the circumstances of the case be the place "where he in fact performs the essential part of his duties vis-à-vis his employer": *Weber v Universal Ogden Services [2002] ICR 979, at [58].* Relevant indicia may also include the place from which tasks are carried out, the place where the employee returns after carrying out the tasks, receives instructions and organises their work, and the place

where the employee's 'tools' are to be found: *Nogueira v Crewlink Ireland [2018] ICR 344, at [63].*

65. The UAE is also is the more convenient forum in which any contract claim should brought and the applicable law to the contract is that of the UAE and the Second Respondent is based in Dubai together with the relevant witnesses.

66. All claims against the Second Respondent under the Extension Order are therefore dismissed on the basis that the Extension Order did not apply to the Claimant's contract and the UK Tribunals are not the appropriate forum to hear the claims.

ERA – Unlawful deductions from wages

67. I find that a claim by the Claimant under the ERA also fails for lack of territorial jurisdiction. There is little if any connection between the circumstances of the Claimant's employment or prospective employment, Great Britain or British employment law. At the highest this is a Type (b) case (*Ravisy v Simmons & Simmons LLP UKEAT/0085/18, EAT*) where the presumption is against jurisdiction. It is not of an exceptional category such that the employment has much stronger connections both with Great Britain and British employment law than with that of the UAE. In reaching this conclusion I have taken into account the factual matrix described in this judgment.

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Employment Judge Woodhead

28 July 2023

Sent to the parties on:

31/07/2023

For the Tribunals Office