EMPLOYMENT TRIBUNALS

Claimant: **Cameron Buxton-Wade**

First Respondent: **Norfolk Countryside Care Limited**
Second Respondent: Ian Gibb

Open preliminary hearing

Heard at: **Bury St Edmunds (by Video)** **On: 23 October 2023**

Before: **Employment Judge S.L.L. Boyes** (Sitting Alone)

Representation
Claimant: Mr Frame, solicitor
Respondent: Mr Bunting, counsel

RESERVED JUDGMENT

The entirety of the conversation at the meeting which took place on 24 November 2022, and any consequent documents that refer to the contents of that conversation, are admissible both pursuant to the 'without prejudice' rule at common law and section 111(a) of the Employment Rights Act 1996 and therefore can be relied upon in evidence at the final hearing.

REASONS

1. The Claimant claims unfair dismissal (actual, or in the alternative constructive), automatically unfair dismissal on the basis that he made a protected disclosure, that he suffered a detriment because he made a protected disclosure and unauthorised deduction from wages (arrears of pay). The Respondent denies all claims.

2. The Respondents assert that the Claimant seeks to rely upon a 'without prejudice' conversation and/or pre-termination negotiations with the meaning of section 111A Employment Rights Act 1996. The purpose of the hearing was to determine the admissibility of the contents of a discussion which took place on 24 November 2022.

The Proceedings/Hearing

3. The Respondents had also made a strike out application on the basis that the claim has little or no reasonable prospects or, in the alternative, submits that a deposit

order should be made. There was insufficient time at the hearing for the Tribunal to deal with this application or further case management.

4. After a period of early conciliation through ACAS from 15 February 2023 to 15 March 2023, the claim form (ET1) was lodged with Tribunal on the 27 March 2023.

5. The Claimant gave evidence. He adopted his witness statement. He was cross examined by the Respondent and asked questions by me.

6. The Respondents called Mary McGivern, an independent human resources consultant. She adopted her witness statement, was cross examined by the Claimant and asked questions by me.

7. There was a bundle before me of 80 pages for the preliminary hearing. Both parties also provided a skeleton argument/written submissions and made further closing submissions at the hearing. I have read, and taken in to account, the submissions of the parties when reaching my conclusions.

8. I reserved Judgment.

The Issue

9. The Respondents assert that at a meeting that took place on 24 November 2022 between the Claimant and Mary McGivern, a 'without prejudice' conversation and/or pre-termination negotiations occurred during the latter half of that meeting.

10. In the grounds of resistance, at paragraph 2, the Respondents identify those aspects of the Claimant's case which it asserts is not admissible as follows:

> *"The Grounds of Complaint set out at paragraph 23 states:*
>
> *"Ms McGivern then stated that she felt the issues could not be resolved, the Claimant disagreed and requested the Claimant have a protected conversation to which he agreed.*
>
> *Whilst the Claimant does not wish to repeat those discussions, for obvious reasons, the Claimant does wish to say that at this meeting he was informed in a very strong worded way, that he was not to return to employment, that he was to deliver the company car back to the first Respondent and was handed a settlement agreement….."*
>
> *Furthermore at paragraph 26 the Claimant sets out in reference to the protected conversation "….Ms McGivern's response was "none of this matters now, as the situation is what it is and the relationship and employment you have with Ian is over".*
>
> *Again at paragraph 27, 35.3 and in various other sections of the Grounds of Complaint the contents of the protected conversation under section 111A ERA are referred to."*

Findings of Fact

11. My findings of fact are as follows:

Claimant

12. The Claimant was employed by the first Respondent from 1 February 2018 as a fencer. There is a dispute as to the date on which his employment ended and whether he was dismissed or resigned.

Respondents

13. The First Respondent is a countryside maintenance company focusing on fencing, gates, vineyard Trellising and groundworks. The Second Respondent is the owner and a Director of the First Respondent and runs the business as the Managing Director.

Chronology of events

14. In 2020/2021 an issue arose between the Claimant and the second Respondent. The Claimant states that the second Respondent's behaviour was causing him difficulties and that he raised this.

15. On 10 March 2021, the second Respondent provided a handwritten note to the Claimant in response. I have not been provided with that document. However, the Claimant has consistently referred to this handwritten note in subsequent correspondence and in oral evidence. I therefore accept the Claimant's oral evidence that there was such a note and so that an issue about the second Respondent's behaviour was raised by the Claimant in 2020 which resulted in the second Respondent replying to the concerns raised. I make no further findings about the contents of that note as it has not been adduced in evidence.

16. The Respondents state that issues arose regarding the Claimant's behaviour and conduct at work from June 2022. These related to the use of his mobile phone during work hours or non-work-related calls and messages, higher than normal use of the company vehicle for private mileage, his attitude at work, no longer being a team player and a reduction in his performance and output further. The Claimant states that he once again began to experience difficulties with the second Respondent's behaviour in August 2022. The Claimant attended a fireworks party arranged by two ex employees on 4 November 2022. The second Respondent became aware of the Claimant's presence at the party and that he had travelled to the party in the first Respondent's van. The second Respondent texted the Claimant at 2 am on 5 November 2022 and stated that, as per his contract of employment, the vehicle was a work truck, that he does not pay tax to have it and therefore it is not for personal use for which he is not insured. The Claimant stated that they needed to go over the contract referred to and the second Respondent stated that he would bring it [to work] on the following Monday.

17. Following receipt of the second Respondent's text, the Claimant sent an email to the second Respondent dated 6 November 2022 raising a number of concerns about the second Respondent's behaviour towards him and other members of staff.

18. In the claim form, the Claimant states that the following communications took place between 6 November and 11 November 2022. On Sunday, 6 November 2022, the Claimant received a further text message from the second Respondent which read "I apologise for sending the message, it could have waited till Monday morning I wasn't in the best of moods then to drive past and see it sat there finished me off and you got the brunt of it. Sorry. Have a good weekend, do you fancy a beer during the week?". The Claimant notified the second Respondent that he would be off sick on Monday, he also took a further day off on the Tuesday. The second Respondent notified the Claimant that he would not be paid sick leave for those two days and that he was to take the remainder of the week off as paid leave. The Claimant states that he notified the second Respondent that he felt the issues were resolvable and that the solutions to the issues were contained within his original email. He went on to say that he did not require a formal grievance and that he would be happy to

come into work on the Thursday or he would see the second Respondent on the Monday (the following week). On 11 November 2022, the second Respondent wrote to the Claimant stating that he could not ignore the concerns raised by the Claimant and that he had sought advice. He went on to say that he would let the Claimant know the next steps and that he would see him on Monday, the day the Claimant was expected to return to work.

19. I have not seen any documents relating to the communications referred to in the previous paragraph that it is said took place between 7 November and 11 November 2022. I heard no oral evidence from either witness relating to any such communication. As such I make no findings in respect of what is said in the claim form in this regard.

20. The second Respondent sent a letter to the Claimant dated 21 November 2022, requesting his attendance at a meeting on 24 November 2022, at the first Respondent's solicitors, to deal with his grievance. The letter contained the following:

"Thank you for your email of 6th November outlining your various grievances. I am sorry that you have felt the need to raise these concerns.

We now need to arrange to hold a Grievance Meeting to discuss the matter and I would propose that we hold this on Thursday 24th November at [address of Respondents' solicitor's office] at 10.30am. The meeting will be held by Mary McGivern who is an HR Consultant. If you have any evidence you wish me to take into account as part of your grievance please send me a copy of this ahead of the meeting. Please be advised that you will not be required to come to work on the day of the meeting. […]

21. The Claimant attended the meeting with Mary McGivern on the 24 November 2022 at the offices of the Respondents' solicitors. No one else was present.

22. Much of what happened at the meeting is disputed between the parties.

23. A document has been provided entitled "*Grievance hearing meeting – on behalf of Norfolk Countryside Care – grievance lodged by their employee – Cameron Buxton-Wade Thursday 24th November 2022 – 10.30 am*"

24. The document runs to one page and reads as follows:

> *MM opened by introducing herself and asking CBW if he understood why this meeting had been convened. CBW said he had no idea.*
>
> *MM went on to explain that the email he had sent to his employer on Sunday 6th November 2022 had been so strongly worded that it was felt the only way to deal with the content was to treat CBW's list of things he was clearly unhappy with as grievances.*
>
> *CBW said he was not in a very good frame of mind when he wrote the email, hence the way it was worded. MM said she felt the language was so strong that it appeared to be framed in a bullying way.*
>
> *Discussions took place on the various issues – CBW appeared to be conflicted on how he felt about the way he was treated, issues with the company vehicle, his employers mood swings etc. CBW said he was not "whiter than white" and had provoked his employer at times. However he felt they could always sort things out "over a pint".*

Much discussion took place on the way forward which ranged from CBW thinking he could no longer work for his employer to saying it could all be sorted out over a pint as usual. MM asked if CBW felt this was an appropriate solution given the serious and forceful wording of his grievance.

At this point MM stopped the meeting to introduce a Protected Without Prejudice Conversation. MM opened this part of the meeting by using the legal wording i.e. This Protected Without Prejudice conversation forms part of Section 111A of the Employment Rights Act 1996.

Closing the meeting CBW said he didn't know any employment lawyers he could take the Settlement Agreement to for advice. MM said there are several in Norwich you could use, even one just next door and pointed out the firm of Solicitors visible from the office window.

Meeting closed at 12.15 pm.

25. A document containing the properties of the Word document concerned has been provided. This shows that the document was created on 16 January 2023 and last saved on 19 January 2023. Mary McGivern's oral evidence was that she took handwritten notes at the meeting, although not of that element of the conversation that she considered to be privileged. Those handwritten notes have not been provided. Mary McGivern stated that she had not been asked to provide the handwritten notes. I found this surprising given the importance of what was said at that meeting.

26. If the contents of the document is considered, it is clear that it is not based upon a contemporaneous record of what was said at the meeting. It is in the third person. It is in summary form as can clearly be seen from the fourth paragraph of the document and elsewhere. I place less weight upon it, in itself, than if it had been a contemporaneous record of what was said at the meeting. I have weighed the contents of the document together with the evidence of both witnesses making my findings.

27. There is a dispute as to how long the meeting lasted. The Claimant's live evidence was that the formal discussions last about 15 minutes and the meeting as a whole around 30 minutes. Mary McGivern stated in live evidence that it lasted around an hour. The written note of the meeting produced by Mary McGivern states that the meeting lasted from 10.30 am to 12.15pm. Whilst I cannot, on the evidence before me, determine exactly how long the meeting lasted, looking at the note of the meeting and taking in to account my findings below it seems to me likely that it was a relatively short meeting.

28. Having heard evidence from both the Claimant and Mary McGivern I find that the meeting began with Mary McGivern asking the Claimant if he was aware of what the meeting was about to which he said he was not.

29. The Claimant's evidence is that he was then told that it was because of his bullying of Ian and that the contents of his email which were disgusting and offensive and bullying. Mary Mc ivern's evidence is that she did say that the words used were of a bullying nature but she did not say that the email was disgusting. In this respect I prefer the Claimant's evidence. His evidence was internally consistent in this respect and he provided context and an explanation of how the accusation made him feel, that it that he was particularly offended by this.

30. The Claimant's evidence is that although the meeting was supposed to be to discuss his grievance, there was no real exploration of the concerns that he had raised in

the meeting. The individual complaints that he had raised were not discussed. He says that after a brief initial discussion the conversation quickly turned to the second part of the meeting which the Respondent submits attracts privilege.

31. Mary McGivern's evidence is that, at the beginning of the meeting, the Claimant seemed conflicted as to how he felt he had been treated or whether or not the situation could be resolved, and so it made it incredibly difficult for her to work out what the Claimant wanted.

32. Having considered all of the evidence before me, I accept the Claimant's version of events, which is that there was no real attempt made to explore the substance of his grievances and that the meeting quickly progressed to the second part.

33. The Claimant states in his witness statement that Mary McGivern then said that his relationship with Ian was no longer what it was and that she wanted to have a protected discussion with him. He was not aware of what a protected conversation was and she explained that it meant that he could not talk to anyone about it, that he could speak to his partner but no one else. He says that at no stage, apart from in the draft settlement agreement itself were the words "without prejudice" used. He states that he recalls this because after the meeting he searched to find out what "protected discussion" meant and had she used the word "without prejudice" he would have looked that up as well. There was reference to a "protected" and private conversation but nothing else.

34. In live evidence, the Claimant echoed what was said in his witness statement, although he was a little less sure of whether there was reference to a protected conversation. He said that there was definitely reference to a private conversation, that there might have been a reference to a protected disclosure but not to "without prejudice". He said that he did not know what the latter meant and so he would not have proceeded with the conversation without clarifying this.

35. In the note of the hearing it is recorded that Mary McGivern opened the second part of the meeting by asking the Claimant, if it was okay with him, if they could have an honest and open discussion about the grievances raised, where both parties could say exactly how they felt. She then used the legal wording *"This Protected Without Prejudice conversation forms part of Section 111A of the Employment Rights Act 1996".* In her witness statement she says she introduced a protected without prejudice conversation by stating *"that this is a protected, without prejudice conversation which forms part of section 111A of the Employment Rights Act employment (49).* [She] *also stated that anything said whilst having this protected conversation could not be referred to in employment tribunal proceedings."*

36. Mary Mcgivern stated in live evidence that she did not say that the conversation was private. However, I prefer the Claimant's evidence in this respect as the Claimant provides more detail as to what was said and there is a ring of truth as to the way in which he says the meaning of protected conversation was explained to him.

37. I do not accept that Mary McGivern made any reference to Employment Tribunal proceedings. There is no reference to this in the note of the hearing, a document prepared nearer to the meeting than the witness statement, but this is then referred to in her witness statement.

38. Having also heard live evidence from both witnesses, I prefer the Claimant's evidence. Whilst he did, at one point in his evidence, waiver by stating that he definitely recalled reference to a private conversation and only possibly protected discussion, he was clear once clarification was sought that there was definitely no

reference to without prejudice. He was able to explain why this was his recollection and provide an explanation of his thought process and context which I found persuasive.

39. I therefore find that there was reference to a protected conversation but no reference to a without prejudice conversation in the meeting. I also find that the Claimant was told that it was to be "*an honest and open discussion about the grievances raised*".

40. Mary McGivern then states in her witness statement that she then said to the Claimant that the Respondents' considered that the email sent on 6 November 2022 was unacceptable and disrespectful, and it seemed as if the Claimant did not wish to remain in employment. The Respondents were unhappy with his conduct towards the First Respondent, and asked him whether he would be willing to consider ending the employment relationship by way of a settlement agreement. She states that the Claimant seemed conflicted saying both that he wanted to sign the settlement agreement immediately but also that he wanted to go back to work. She then handed him a copy of the draft settlement agreement. She told him that he would have to obtain advice from a lawyer, that he would have 10 days consider the offer, and slightly longer if necessary. She told him that he would have to return the company vehicle.

41. The draft settlement offer includes the words "*without prejudice and subject to contract*".

42. The Claimant's evidence is that he was left in no doubt from the conversation that his employment relationship was being ended by the Respondents. He says that he asked Mary McGivern if he could reject the settlement agreement and she replied "no". He asked if he had been sacked to which she replied "no". He then said that means I can reject the settlement agreement and remain she again replied "no". He says that he asked this several times and the conversation went round in circles. He says that he remembers this clearly because at this point they both laughed because it was clear from his face that he was confused because he was being told that he was not being sacked but at the same time was not allowed to return to work either. Mary McGivern's evidence is that there was no such exchange.

43. Further, the claimant explained in live evidence that had there been an opportunity to retain his employment that he would have grabbed it with both hands. Retaining salaried employment was very important to him at that juncture because at that time he was in the process of sponsoring his wife's visa application which required him to demonstrate six month's salaried employment.

44. The Claimant's states that he subsequently attempted to show Mary McGivern the handwritten letter that the second Respondent had given him two years prior. He says that she opened the letter up, then closed it again and did not read it but said that none of that mattered any more.

45. The Claimant sent an email to Mary McGivern on the 24 November 2022, after the meeting, at 4.58pm which read "*Sorry another quick question, my letter that you gave me is now with my lawyer. I'm sure it said my termination date was the 30th….am I at work tomorrow?*"

46. I prefer the Claimant's account of what was said at the meeting regarding whether he was told that his employment was to be terminated. He was consistent in this respect in live evidence and elaborated upon this exchange. Further his explanation of how the discussion unfolded has a ring of truth about. It seems to me unlikely that he has simply made it up given the context and detail that he has provided.

47. Mary McGivern stated in live evidence that she had had a conversation with the second Respondent prior to the meeting and discussed the various outcomes with him. She was instructed to see how the meeting developed, and whether the Claimant showed remorse. She was to exercise her discretion in offering a settlement agreement if she thought that appropriate. The draft settlement agreement was prepared in advance of the meeting by the solicitors and handed to her prior to the commencement of the hearing.

48. I consider it unlikely that Mary McGivern would have been given such discretion. I consider it more likely that a decision had been made prior to the meeting and discussions between Mary McGivern and the second Respondent ended in the Respondents' decision that the employment relationship was to end.

49. The Claimant emailed the second Respondent on 13 December 2022. In that email he referred to being told that he was not being sacked but that he was not to return to work even if he rejected the settlement offer. He stated that he tried on several occasions to say that this was not what he wanted and asked just to be able to go back to work and was categorically told that this was not an option which left him in no doubt that he had been dismissed. He said that his solicitor had made it clear to the Respondents' solicitor that even if he was not dismissed he was constructively dismissed.

50. Having considered all of the evidence before me in the round, I therefore find as a fact that the Claimant was, in effect, told at the meeting on the 24 November 2022 that employment was being terminated and that there was no other option open to him.

51. The Respondents were subsequently informed that the Claimant was not going to agree to the settlement proposed.

52. On 5 January 2023, Mary McGivern held a reconvened grievance meeting on the instruction of the Respondents having notified the Claimant of this. The Claimant did not attend because he states that, by that point, his employment had ended.

53. On 19 January 2023, Mary McGivern sent the Claimant the outcome of his grievance, confirming that his grievances were not upheld. She also emailed the Claimant the notes from the grievance meeting of 24 November 2022.

The Relevant Law

'Without prejudice' privilege

54. In *Rush & Tompkins Limited v GLC* [1989] 1 AC 1280, Lord Griffiths stated that the rule that without prejudice communications were privileged from disclosure, and inadmissible in evidence, was derived from the public policy of the desirability of encouraging litigants to settle their disputes by agreement rather than litigating them, and of ensuring that negotiations are not troubled by the fear that what is said will be used in evidence.

55. It is not essential that the words "without prejudice" are used if it is clear from the surrounding circumstances that the parties were seeking to compromise. However, for the 'without prejudice' rule to apply there must be an existing dispute between the parties at the time the alleged without prejudice communication is made, coupled with a genuine attempt to settle. If neither of those requirements is fulfilled then

statements made in the course of discussions and correspondence will not be privileged.

56. In *BNP Paribas v Mezzotero* [2004] IRLR 508, the Employment Appeal Tribunal made clear that the mere act of raising a grievance does not, in itself, necessarily mean that the parties are in dispute, and suggested that, because a grievance might be upheld or resolved, the parties may never reach the stage where they could properly be in dispute. The nature of the grievance, and the manner and circumstances in which it is raised, are relevant to the question of whether or not a dispute exists. If there is no existing dispute, then the parties cannot seek to engineer a termination by mutual agreement under the guise of a without prejudice discussion, and that the statements made in the course of such a discussion will be admissible.

57. In *Framlington Group Limited v Barnetson* [2007] IRLR 598, the Court of Appeal made clear that discussions could be considered to be without prejudice even before formal proceedings were contemplated.

58. It is also clear from caselaw that, when considering whether a dispute exists, regard should be had not just to the communication but to the factual matrix around it, and if that shows an actual dispute or the potential for a future dispute, then the rule will apply.

59. When considering whether 'without prejudice' privilege applies, a court or tribunal must consider the purpose of the relevant communication. In *BGC Brokers LP and ors v Tradition (UK) Ltd and ors* 2019 EWCA Civ 1937, CA, the Court of Appeal held that a settlement agreement resulting from 'without prejudice' negotiations was not privileged because its purpose was not to negotiate but to conclude a settlement of a dispute.

Pre-termination negotiations - section 111A Employment Rights Act 1996 ("the ERA")

60. Section 111A of the ERA makes evidence of pre-termination negotiations in 'ordinary' unfair dismissal claims inadmissible in Tribunal proceedings if certain conditions apply. It reads as follows:

"111AConfidentiality 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.

(5)Subsection (1) does not affect the admissibility, on any question as to costs or expenses, of evidence relating to an offer made on the basis that the right to refer to it on any such question is reserved."

61. As section 111A only covers discussions held 'before the termination of the employment in question', it cannot apply while the effective date of termination (EDT) is in issue. As per *Basra v BJSS Ltd 2018 ICR 793, EAT*, where there is a dispute as to whether the contract was terminated on a particular date, the Tribunal will not be in a position to say what evidence should be excluded until that issue is resolved.

61. What amounts to 'improper behaviour' for the purposes of section 111A(4) is for the Tribunal to decide on the facts and circumstances of each case.

62. The *Acas Code of Practice 4* on *Settlement Agreements (under section 111A of the Employment Rights Act 1996)* provides guidance to the Tribunal on the meaning of 'improper behaviour'.

63. Para 17 of the Code states that improper behaviour will include, but is not limited to, behaviour that would be regarded as 'unambiguous impropriety' under the 'without prejudice' rule although the concept of 'improper behaviour' in section 111A(4) is wider than the 'unambiguous impropriety' exception. The Code contains a non-exhaustive list of what would be considered improper behaviour:

- harassment, bullying and intimidation, including the use of offensive words or aggressive behaviour
- criminal behaviour, such as the threat of physical assault
- victimisation
- discrimination because of age, sex, race, disability, sexual orientation, religion or belief, gender reassignment, pregnancy and maternity, and marriage or civil partnership
- putting undue pressure on a party […] an employer saying before any form of disciplinary process has been commenced that the employee will be dismissed if he or she rejects a settlement proposal […]

My Conclusions

'Without prejudice' privilege

64. For the 'without prejudice' rule to apply, there has to be an existing dispute between the parties at the time the alleged communication was made and also a genuine attempt to settle that dispute.

65. There was no threat of litigation in the email from the Claimant to the first Respondent dated 6 November 2022. The Claimant had raised concerns about the way he had been treated and had anticipated that those concerns would be addressed at the meeting. He had no inkling that there was any other purpose to the meeting. However, in view of the my finding that the sole purpose of the meeting, as far as the Respondents were concerned, was to terminate the Claimant's employment, I consider that the Respondents did have the potential for litigation in mind. However, the purpose of the communication which the Respondents assert is protected was to terminate the Claimant's employment. It was not to negotiate. The Claimant did not have options. I find that the conversation was not privileged because the purpose of the conversation was not to negotiate but to terminate the Claimant's employment and that it would be an abuse of the

'without prejudice' rule if the Respondents were able to rely upon it to exclude the evidence of the circumstances in which the Claimant's employment was terminated.

Section 111A Employment Rights Act 1996

66. On the basis of my findings of fact I do not consider that the contents of the conversation that is said to be protected formed part of "pre-termination negotiations" as envisaged by section 111A and intended by Parliament. The Claimant was informed that his employment was being terminated. The Claimant was given no scope to negotiate or agree terms. This was therefore not a case where the discussions held were "*with a view to it being terminated on terms agreed between the employer and the employee"*

67. Further, I find that there was 'improper behaviour' on the part of the Respondents because the Claimant attended the meeting believing that his grievance was going to be discussed, only to be told, in effect, that his employment was being terminated. It would not be just to allow the meeting to be deemed a protected conversation because in reality the purpose of the meeting was, put simply, to end the Claimant's employment. In addition, I find that the Claimant did not fully understand the scope of what a "protected conversation" was, or the potential ramifications of it, given that he was told that it was a private conversation which meant that he could not discuss the matter with his girlfriend but at the same time being told that it was an open and honest conversation. This is especially important bearing in mind that he was given no warning of the true purpose of the meeting beforehand and was not accompanied or represented at the meeting.

68. Accordingly, the Claimant is entitled to rely on the full contents of the conversation which took place at the meeting on the 24 November 2022 and any documents which refer to what was said at that meeting.

69. Further case management orders will be issued separately.

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Employment Judge S.L.L. Boyes

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Date: 19 January 2024

Reserved Judgment and Reasons Sent to The Parties On
19 January 2024

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FOR EMPLOYMENT TRIBUNALS

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