EMPLOYMENT TRIBUNALS

Claimant: Mr R Lowe

Respondents: S Garratt, T Hopley, T Pearson, A Machowski, D Cartledge, A Smith, F Greenhalgh, A Cole t/a Garratts Solicitors

Heard at: Liverpool **On:** 17 and 18 December 2018

Before: Employment Judge T Vincent Ryan

REPRESENTATION:

Claimant: Mr R Carter, Counsel
Respondents: Mr A Serr, Counsel

JUDGMENT having been sent to the parties on 2 January 2019 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

1. **The Issues**

1.1 The claimant claims that he was unfairly dismissed in circumstances where the respondent says that the potentially fair reason for his dismissal was a reason related to his conduct and that in the circumstances it acted reasonably in treating the claimant's conduct as a sufficient reason for dismissing him. The respondent's contentions are in issue. Specifically, the claimant maintains that the respondent did not have a reasonable and genuine belief that the claimant had committed an act of misconduct following an based upon a reasonable investigation and that furthermore dismissal fell outside the band of reasonable responses of a reasonable employer.

1.2 In the alternative the respondent argues that the claimant was dismissed for a substantial reason, being protection of business interests due to his "unreasonable refusal" to accept new terms and conditions of

employment. The claimant wished to continue his work as a part-time district judge for the foreseeable future and the respondent required him not to do so is it was "an economic imperative" to the respondent that he gave his full-time and attention to his work for the firm as a criminal solicitor; the respondent says that in the circumstances it acted reasonably in treating this reason as a sufficient reason for dismissing him. The respondent's contentions are in issue.

1.3 The claimant was dismissed by the respondent with one month's notice. The claimant claims that the respondent breached his contract of employment by terminating his employment within five years of its commencement in the absence of a substantial breach by him of his contractual duties. The claimant was dismissed by letter dated 3 August 2017 and the claimant claims damages representing a notice period running until 30th of March 2020 (subject to the £25,000 cap). The tribunal had to determine whether the respondent was entitled to dismiss the claimant with one month's notice or acted in breach of contract by doing so; the tribunal had to consider whether the claimant's conduct was such as to entitle the respondent to terminate employment in the way that it did, having ascertained the applicable contractual notice period in the circumstances.

2. The Facts

2.1 The claimant is a solicitor, admitted in 1977, a specialist in criminal law with experience in conveyancing, probate and (in the early days of practice) with family and personal injury litigation. He sits as a Deputy District Judge (Crime) in the Magistrates' Court with a commitment to the Ministry of Justice to sit between 15 days and 50 days per annum. Until 2015 he was in a two-partner firm. In 2014 his professional partner was considering retirement and they decided to sell the business. They entered negotiations for a sale of their business to the respondent firm, (whose partners are listed above).

2.2 During those negotiations on 20 February 2014 (pages C4-C6) the claimant wrote to Mr Garratt with his comments on a draft Business Sale Agreement. He included, at paragraph 15, that he wanted "a quid pro quo" for the respondent's proposed restrictive covenants, namely a minimum five-year period of employment. The proposed restrictive covenants included a three years' restriction on recruiting existing staff, acting for existing clients and competition generally within a 3-mile radius of the respondents' offices (page B16 [15.1.1 – 15.1.3].

2.3 On 24 March 2015 the claimant entered into a Business Sale Agreement (BSA) with the respondent. The intention was that the claimant and his partner would sell their business, and transfer everything lock, stock and barrel; the staff contracts would transfer; the claimant's partner would become a consultant and the claimant would become a salaried assistant solicitor in the criminal department under the management of Mr Hopley, a partner in the firm and therefore one of the respondents.

2.4 The BSA specified a completion date of 30 March 2015. BSA clause 8.6 provided that the claimant was employed by the respondent from 24 March, which both parties agree to be incorrect; that is confirmed in the claimant's statement and the subsequent statement of employment particulars. At BSA clause 8.6.1 the respondent said it would grant a contract "substantially in the form annexed [hereto] for the fixed term of five years" subject to Mr Lowe's entitlement to give three months' notice, and otherwise terminable only for substantial breach of the claimant's contractual duties or incapacity (p. B11). The claimant also conceded orally to Mr Garratt, and agreed with him, that if work "dried up" the "fixed term contract" would not apply.

2.5 Contrary to BSA clause 8.6.1 there no draft contract was annexed to the BSA. The BSA contains only three other relevant references to the claimant's employment:

2.5.1 At clause 7.2.5 (B9) – At completion (30 March) the claimant was to deliver to the respondent a contract of employment signed by both parties in the term annexed; there was none annexed.

2.5.2 At clause 15 (page B15- 17) – the claimant undertook not, except for the term of the contract of employment referred to in 7.2.5, for a period of three years from 30 March to be involved in any competitive business within a three-mile radius, to solicit employees, and clients; there is also non-disclosure of confidential information clause.

2.5.3 The third reference to employment is at 15.1.15 – a restriction on carrying on business under certain names except to comply with a contract of employment which was to be delivered as per 7.2.5.

2.6 The respondent sent the claimant a standard draft of the terms and conditions of employment for a fee earner within the respondent's firm. At clause 14 of the draft, employment is said to be terminable by the respondent giving statutory notice to the employee or the employee giving three months' notice to the respondent, save where there are disciplinary proceedings, or as agreed.

2.7 On 8 April 2015 Mr Garratt met with the claimant about matters (my expression) "that had come out of the woodwork". The respondent was dissatisfied with a number of things that it had discovered, which are of no concern to this Tribunal; the respondent considered cancelling the purchase. The various matters to which I am referring and with which the parties are familiar are noted at C36, but clearly it was a serious situation and it imperilled the continuation of the deal.

2.8 I note that the statement of particulars of terms of employment that was signed (B47 – B52), does not contain three-year restrictive covenants as provided for in the BSA, but a two-year non-solicitation clause in respect of clients, no reference to non-solicitation of staff and only a one year (not a three year) non-competition clause; there was a variation in the

restrictions between those indicated in the BSA and those in the contract of employment.

2.9 A further amendment was agreed to the "full-time and attention clause", to except time spent by the claimant sitting as a Deputy District Judge. When he did so the claimant's salary would be reduced by £100 per sitting day. That is the only reference to the claimant sitting as a DDJ in the statement of employment particulars (pages 47-52).

2.10 The claimant and Mr Garratt for the respondent signed the statement of particulars terms of employment, on 10 April 2015, noting commencement of employment on 30 March 2015. There is no mention in it of there being a five-year fixed term of employment as suggested by the BSA and the claimant confirmed in emails that he was content to rely on the intention expressed in the BSA in that regard; he understood that the parties would respect an understanding that he would be employed, all being well, for five years. The BSA contains provisions, warranties, undertakings and the like that are outside the jurisdiction of the Employment Tribunal.

2.11 The completion of the transaction and events surrounding it were fraught. On receipt of the claimant's signed documentation, including his contract (terminable on notice), Mr Garratt was relieved. The actual terms and conditions of employment were not agreed until 10 April post commencement, and I accept Mr Garratt's evidence that he was relieved when he received the signed employment contract because there had been a lot of "to and fro" over the BSA and he wanted everything finalised. The only change to the standard fee earner contract was over the full-time and commitment clause, so that the claimant could sit as a DDJ. Mr Garratt had expected the claimant to have raised the five-year fixed term contract if that was a concern of his; I accept Mr Garratt's evidence that if the claimant had raised it, Mr Garratt would have discussed the details of any such terms with both Mr Lowe and with his partners. I noted that he referred to the BSA provision as being "airy fairy"; he believed that it lacked necessary substantial detail in terms of employment rights, responsibilities, duties and the like. It did, however, reflect what had been discussed by the parties' at the time of the negotiation, but that he felt that the specific details of enforceable terms ought properly to have been within an employment contract; that was his expectation. Both parties understood that the actual signed contract would contain contractual employment terms against the background of a stated intention to allow the claimant to be employed for five years, all being well and work not "drying up". In fact, the claimant only amended the draft employment contract, as I have said, with regard to allowing for his DDJ sittings. The fact of that latter sole amendment to the standard employment terms was a relief to Mr Garratt and he signed up to it in those circumstances.

2.12 Mr Lowe accepted from the outset that whilst his sitting dates were somewhat haphazard, as he said, he would only accept short notice sittings that "do not interfere unduly with my other workload" (C31E). It was always understood by both parties that the needs of the respondents' firm came first. The claimant would provide Mr Hopley with dates that the

MOJ queried his availability. Mr Hopley would approve or disapprove on the basis of the firm's needs. The claimant would confirm approved available dates to the MOJ. The MOJ would list Mr Lowe to sit; the claimant would sit, and on occasions Mr Lowe would supplement dates where he was permitted time off by the respondent between Monday and Friday with his annual leave or he would take time off in lieu if he had worked a Saturday for the firm, taking the time off in lieu to sit as a DDJ.

2.13 There are numerous notes and emails within the bundle, referred to particularly by Mr Serr for the respondents, that evidence those requests, and permissions being granted or not granted. Mr Lowe's genuine expectation was that Mr Hopley would not unreasonably refuse a reasonable request, but that he could and would refuse requests based upon business need.

2.14 In cross examination Mr Serr put it to Mr Lowe that an employer can say "no" to an employee's request, and there may be occasions when an employee would say "yes, that's fine", and I note that Mr Lowe's response was "as often happened in this case". I find that to be the case. Clearly the respondent did not approve every request made by Mr Lowe to absent himself from their work so that he could sit as a DDJ. Until 11 July 2017 Mr Lowe complied with the respondents' wishes and instructions by only sitting as DDJ on days that had been approved by the respondents; that was as both parties understood matters would be regulated.

2.15 In July/August 2016 the respondents' Criminal Department faced a redundancy exercise owing to a decline in work, pressure on profitability and the risks to public funding of criminal defence work, contracting and tendering exercises. Around this time C McL left the firm, and another solicitor and one of the accredited police station representatives were made redundant. The seriousness of the situation was clear to everybody in the department; it was further made clear to the claimant at a meeting on 29 July 2016 and a letter that followed on 12 August 2016 (page C54). There was then consideration of the department working a four-day week, albeit that was proposed on the basis that the proposal could be abandoned if it was not working satisfactorily. There was a further letter from the respondent to the claimant on 12 August 2016 (C58/C59); in particular in that letter Mr Lowe was told that he would be required to work in the office more than before, and that it was likely over the next few years that the respondent would not agree DDJ sittings on many, if any, occasions. The stated expectation was that Mr Lowe would devote his whole time and attention to the firm over the following six months at least; this was not intended or expressed as a total prohibition for all time on him sitting as a DDJ.

2.16 The claimant continued to sit as DDJ on dates approved by Mr Hopley, and not to sit on dates that were not approved by Mr Hopley. Mr Hopley did not enforce the "whole time and attention" provision as his partners had indicated in their letter to the claimant of 12 August 2016.The other partners expected implementation of that provision and they were surprised to discover (as they believed they had discovered) that between

January and May 2017 Mr Lowe had been absent from the office with sittings, and training related to his DDJ appointment, on some 28-29 days; in fact, it was 27 days absence.

2.17 On 23 May 2017 Mr Garratt wrote again to the claimant (C60/C61) confirming the requirement for two full-time advocates and one police station representative in the criminal department. He again stated the requirement for "whole time and attention", and said there would be no further permission for Mr Lowe to sit as a DDJ save for four further dates that were booked to 5 June 2017. The respondent therefore envisaged by their reckoning that in 2017 Mr Lowe would have completed 32 days' judicial activity; in fact, that was overstated as it was 31 days by Mr Lowe's count, that is to include those four days.

2.18 Mr Lowe disagreed with the view that there was a need to have present two full-time advocates five days a week to drum up work. He felt that the respondent benefitted from his appointment as DDJ and he stated that to Mr Garratt on 29 May 2017. He indicated that Mr Hopley had agreed a further 12 sitting days up until the end of September 2017. There then followed a series of letters and emails between the parties. On 21 June 2017 the respondent wrote to the claimant (C74) as the partners had looked again at the matter; they permitted him annual leave on 21 June to facilitate his sitting as DDJ. This was a further relaxation to the permitted dates previously indicated, but the respondents refused, with explanation, other dates that had been suggested. The explanation was that, particularly for 30 June, people were absent from the office; refusal of permission to sit was explained in terms of the needs of the firm as was customary. Further correspondence ensued.

2.19 On 25 June (C81) the claimant stated in a letter to Mr Garratt that in accordance with his interpretation of the contract he would arrange with the MOJ whatever dates he wished to sit that he was offered by MOJ, and he would notify the respondent of his absences from the respondents' work as he was so entitled. He said that he would do his utmost to avoid inconvenience to the firm but he was intent on maintaining sittings as a DDJ as and when he felt it was appropriate and sittings were available.

2.20 On 29 June the respondent explained the situation within the department in more detail (C83-C90) to the claimant, a lengthy letter in which the respondent pointed out to the claimant that continuing to sit contrary to the instruction given would amount to a breach of contract that would result in action being taken.

2.21 In response to that on 3 July the claimant asked for confirmation that he would be permitted, and that is the wording of the letter, to sit throughout July and September, and in the second letter of that date, 3 July (C94), Mr Lowe asserted the contractual right to sit "as and when I choose". The respondent replied refusing permission for the July to September dates. The claimant replied stating his intention to sit on 11 July 2017.

2.22 On 10 July 2017 Mr Hopley in his role as Head of the Department, and effectively the claimant's line manager, a partner in the firm, instructed the claimant that he could not sit on 11 July and to do so would be a breach of contract that would result in disciplinary action. The claimant sat on 11 July 2017. On 18 July 2017 the claimant accused the respondent of breaching his contract. He confirmed that he would sit as DDJ on any dates that he notified the respondent, and that he had agreed previously with Mr Hopley that he would sit throughout July/September.

2.23 The parties' respective representatives confirmed that there is no claim of procedural unfairness with regard to the disciplinary or appeal process; I find that the arranging, convening, and holding of each of the meetings was procedurally fair, reasonable and appropriate. Adequate time and information was given for preparation and the claimant was given his statutory rights. He was given an opportunity to be heard and he made his points in submission and mitigation; those matters were duly considered. The battle-lines were clear to both sides.

2.24 At the disciplinary hearing on 2 August 2017 the claimant confirmed that he did not believe he needed the respondent's consent to sit, although he sought it out of courtesy. He accepted that his absences caused some difficulties to the respondent which he did not however consider to be insurmountable. He stated he was aware of the direction given to him not to sit, which he called unlawful. He asserted that the firm benefitted, as he benefitted, from his appointment as DDJ which was a congenial engagement from his perspective and he asserted again the right to sit as and when he chose because it was written into his contract. The respondent did not accept that and explained the reasoning for the dismissal in its letter at pages C111-C112 as being gross insubordination, an unwillingness to obey the demands of the partners not to sit on dates that had been refused to him.

2.25 The claimant was dismissed on one month's notice. He appealed. The appeal hearing was on 16 August 2017. The decision was issued on 18 August 2017, and I do not think I can add further than to say the impasse described above remained throughout the disciplinary and the appeal hearing.

3. **The Law**

3.1 Both counsel have very helpfully and expertly set out the applicable law and made reference to the applicable authorities, and neither is arguing with the other as to their respective interpretations of the law.

3.2 Very briefly, unfair dismissal involves the concept of reasonableness. Did the respondent have a potentially fair reason for dismissal, where misconduct is a potentially fair reason? Did it act fairly and reasonably in all the circumstances in treating that reason as sufficient reason to dismiss? That is a summary of the statutory test to be applied and which I have applied. Authorities binding on the tribunal require it also to consider the reasonableness of any investigation, whether the dismissing "officer"

had a reasonable and genuine belief of the conduct in question following and based upon a reasonable investigation and whether dismissal falls within the band of reasonable responses of a reasonable employer; all steps taken ought to be within that band. It is not a question as to whether I would have dismissed the claimant in the given circumstances; it is whether this dismissal fell within the range of reasonable responses of a reasonable employer. Where some employers would dismiss and some would not the question is whether no reasonable employer would dismiss (in which case a dismissal falls outside the range of reasonableness and would be unfair), and not my substituted view as to whether I would have.

3.3 The contract claim, whether there is a breach, does not depend on the concept of reasonableness. The questions are what does the contract provide and is the employer in breach; has the employer breached terms regarding termination or has the employee acted in such a way as to entitle an employer to terminate employment without notice. The ordinary meaning of words ought to be given to them and significantly a Tribunal can only imply terms into a contract if it is essential to give effect to the terms of the contract. In determining the terms of a contract I ought to consider, and did here, the circumstances surrounding the whole situation and look at the actuality over and above just the printed word and any labels.

4. **Application of Law to Facts**

4.1 The BSA is not a contract of employment; it is an agreement for the sale of a business with clauses and provisions that are enforceable in other jurisdictions than this. This BSA did not govern the claimant's employment but it was the basis for the sale and purchase of the business by the claimant and his former partner to the respondents. It included the expressed intention that the claimant would be employed on a five-year fixed term contract because the claimant felt that the three-year restricted covenants referred to in it were potentially harmful to his interests. He accepted, however, that a fixed term arrangement would not apply in some circumstances including insufficiency of work (which is a considerable weakening of what is understood by a fixed term only terminable for matters such as breach of contract or misconduct by the employee).

4.2 If a contract of employment was to include a fixed term provision then the respondent would reasonably have expected more detail than is set out in 8.6 of the BSA; there does not have to be more detail but that was the expectation, and in any event the BSA is inconsistent with an employment contract in this case. I say that because it has the wrong commencement date, the clause that I asked the respective counsel to submit upon, one of the restrictive covenants, is confusing as regards term if it is to be read in the way the claimant wishes, and the restrictive covenants that are in the contract of employment are not the ones referred to in the BSA, which were the reason for the claimant’s request for a five-year fixed term contract. The claimant was to deliver a contract of employment and that

was a provision of 7.2.5 of the BSA which again indicates that the BSA itself cannot have been that contract.

4.3 Looking at the circumstances:

4.3.1 On 8 April 2016 the BSA deal was in jeopardy. The respondent decided to go ahead but wanted to firm up on its terms subject to seeing the claimant's returned documentation, including the then proposed employment contract.

4.3.2 The claimant amended the draft written statement of employment particulars only in respect of proposed DDJ sittings. Neither party imported the fixed term suggested intention, either expressly by setting it out or by referring back to another document, the BSA, which it could have done. Neither party clarified the terms of what the fixed term provisions would mean, including for example that if work dried up that it would not apply. The respondent had clearly compromised on the proposed restrictive covenants that were the reason for the suggested fixed term contract in any event. The BSA is not certain enough to form the basis of the claimant's claim. The plain meaning of the words used in the actual contract of employment, the written statement of employment particulars, is that the relationship is terminable on notice, and there is no need for me to imply words to that provision to make them effective.

4.3.3 Again, looking at the circumstances I have to take into account that both parties are what is described as being "sophisticated", and we know what we mean by that, in terms where everyone involved was a lawyer with considerable experience.

4.3.4 Also, I considered that they took their time over the documentation, again not a criticism as it was perfectly proper to do so, but this was not a rushed job done in ignorance or with naivety.

4.3.5 Against that background each party was entitled to rely on the agreed wording of the contracts that were entered into. The BSA governed the sale and purchase with appropriate remedies for breach and non-performance. The employment contract, the written statement of terms and conditions, governed the employment relationship and satisfied the requirements of the Employment Rights Act 1996, that is the document that gets the claimant to the Employment Tribunal, and the statement of particulars confirmed the terms as to termination, namely statutory notice from the respondent, three months' notice from the claimant.

4.3.6 It may be significant to note that in the BSA there was a suggestion of that notice period coming from the claimant to the respondent and therefore again one would have expected the full

terms of what was agreed and intended to be repeated in the employment contract if it was hoped ever to enforce it in the Tribunal. The claimant did not have a five-year fixed term employment contract.

4.3.7 The employment contract at clause 16 ensured that if and when the claimant sat as a DDJ the respondent could not hold it against him as a breach of the time and attention clause; it was permissive. It was not carte blanche for the claimant and it did not permit him to sit as and when he wished. I say that because both parties accepted from the outset that to give business efficacy to their arrangement the claimant had to ask permission, the respondent had to grant it and would not be expected to do so in circumstances where the needs of the business militated against it.

4.3.8 Furthermore, and why I say it was not carte blanche, the claimant and the respondent had mutuality of obligations in the employment context and the respondent had control of the claimant, commensurate with it being the employer. Subject to the respondent's permission otherwise, the claimant was obliged to provide his service or employment during the working week. The situation would be different if there were co-terminate employment relationships with exclusive hours, such as Job 1 employer A Monday to Friday in an office, Job 2 employer B weekends in a pub or restaurant. They do not clash or interfere with each other. In this case however there was a requirement for permission to be requested, for arrangements to be made and permission granted, by the respondents before the claimant could sit as a DDJ. They were essential elements of the contractual working arrangement. The claimant's judicial office was seen as being for his, and the public's, benefit, but that was secondary to the respondent's requirements.

4.3.9 Significantly the claimant did seek permission to sit. He would on occasions take annual leave to facilitate sitting. He would on occasions take time off in lieu of Saturday working in order to sit, and he did not, until 11 July 2017, sit on any day when permission had been denied to him. There was no contractual right to sit on a certain number of days or for no fewer than a certain number of days. It is impossible to read that type of provision into the wording of the agreed contract.

4.3.10 In 2016/2017 the respondents' Criminal Department was in crisis. Two people were made redundant, and one person left. The claimant survived the exercise and declined the opportunity to work full-time. The respondent was then entitled to organise its business as it felt its needs dictated, and it is not for me, or indeed Mr Lowe, to run the respondent's business, not to say whether it was doing it well or doing it badly, right or wrong; it decided what it wanted, and it wanted two full-time advocates present each day,

better to stabilise the department and to build it up. It is a long-running classic argument as to whether you employ more people to attract more work or fewer people to do the work available; that was the decision that the respondents were entitled to make and they made it.

4.3.11 The respondent made this clear to Mr Lowe in May 2016. I accept, and again not as a criticism of Mr Hopley as he clearly had a difficult personal situation in hand at the time, but he muddied the waters by not enforcing the "no more sittings" directive; he granted some sitting permissions and refused others; the relationship continued on that basis, and at no point did Mr Hopley take away the threat that at some point the sittings would be reduced and potentially reduced to nil. The claimant did not object to that. The position carried on as above. It was clear from all of that that the respondent could oppose sittings that were dependent on permission and there is no minimum set or no maximum set. The respondent, provided it acted reasonably and with good reason, was entitled to oppose any request.

4.3.12 The correspondence shows that the respondent did consider requests and although I am sure Mr Lowe does not think it was magnanimous the respondent did relent somewhat for the May/June 2017 dates.

4.3.13 The respondent gave the claimant an instruction not to absent himself from its work to enable him to sit as a DDJ on 11 July 2017. The claimant did so and made clear at the disciplinary and appeal hearings that he would continue as he felt appropriate, with consideration of the respondent's diary commitments.

4.3.14 Contrary to my findings above the claimant submitted that he had a contractual right to sit as and when he pleased. He had not. The claimant submitted he had a contractual right to sit and only had to notify the respondent; he had not. The claimant breached his contract by sitting as a DDJ on 11 July 2017.

4.3.15 When faced with the claimant's refusal to follow instructions given to him in respect of 11 July 2017 and those assertions made during the disciplinary and appeal hearing, the respondent then had to decide what to do. There was an impasse. This was a matter related to the claimant's conduct. The issues raised were substantial in that the respondent needed a certain workforce to operate its department in the way it wished it to run (and in difficult financial circumstances necessarily threatening the department's viability at times). The respondent had established all the facts that I have just gone through over a considerable length of time. The respondent had a paper trail and oral representations. As I have said the battle lines were clear and they needed no further investigation. The respondent knew and the claimant confirmed that he had breached an instruction not to sit on 11 July 2017 and

he confirmed that he would continue to sit in the future as and when he wished and as notified to the respondent, with the caveat that he would not be unreasonable. He relied on what he believed, and the respondent denied, were his contractual rights. The respondent adjudged that it could not continue with the relationship on the basis of the claimant's claim to be able to absent himself from its work regardless of permission; that situation was seen by the respondent to be untenable and the claimant's breach on 11th July 2017, with a stated intention to breach directives in the future gave the respondent cause to dismiss him.

4.4 The next question is whether it would be reasonable for an employer in those circumstances to dismiss? It is not a question as to whether I would have dismissed him, or what I would have done but whether a reasonable employer could dismiss in those circumstances. I accept the respondent could have warned Mr Lowe; there could have been further negotiations; clearly however in the situation that I have outlined dismissal fell within the range of reasonable responses of a reasonable employer, and I find that the claimant was fairly dismissed; I find as I do also on the basis that there was no procedural unfairness issue raised.

4.5 The judgment of the Tribunal is therefore:

4.5.1 The respondent did not breach the contract of employment with regard to termination; and

4.5.2 The dismissal was a fair dismissal.

4.6 The claims fail and are dismissed.

Employment Judge T Vincent Ryan

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Date: 27.02.19

REASONS SENT TO THE PARTIES ON

11 March 2019

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FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions
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