



# EMPLOYMENT TRIBUNALS

**Claimants:** Miss K Gyumisheva (1)  
Mr A Arsenov (2)

**Respondent:** Iliyan Petkov

**Heard at:** Manchester

**On:** 24 and 25 May 2021  
and (in chambers) on 1 July  
2021

**Before:** Employment Judge Leach

## REPRESENTATION:

**Claimants:** In person

**Respondent:** In person

# JUDGMENT ON PRELIMINARY HEARING

The judgment of the Tribunal is that:

1. At all relevant times the claimants were workers for the purposes of the Employment Rights Act 1996, Working Time Regulations 1998 and the National Minimum Wage Regulations 2015.
2. The first claimant was an employee for the purposes of the Equality Act 2010.

# REASONS

## A. Introduction

1. The respondent operates a hotel business in Blackpool called the Fairview Hotel ("Hotel").

2. The claimants worked and lived at the Hotel between February 2018 and July 2019.

3. Following the termination of those arrangements, the claimants brought these Employment Tribunal proceedings raising a number of claims (1) under Part II of the Employment Rights Act 1996 (“ERA) for unauthorised deductions from wages (2) for various breaches of the Working Time Regulations 1998 (WTR) (3) for not paying the national minimum wage, contrary to the National Minimum Wage Act 1998 and National Minimum Wage Regulations 2015 (together referred to as “NMW legislation”) and (the first claimant only) for discrimination (protected characteristic disability) under the Equality Act 2010 (“EQA”).

4. This preliminary hearing was held in order to consider and decide whether the claimants were workers for the purposes of ERA, WTR and NMW legislation and also employees under EQA.

## **B. The Hearing**

5. All parties are of Bulgarian nationality and English is not their first language. The claimants had asked for an interpreter which the Tribunal arranged. The respondent’s spoken English is very good, and he did not request (and did not need) an interpreter. The same applied to the respondent’s witnesses who are also Bulgarian.

6. Whilst arrangements were made to hold in person hearing, it is clear that there had been some communication issues such that the claimants understood that the hearing was to take place by CVP. We therefore converted the hearing in to a “hybrid” hearing, the respondent and his witnesses being present in the Tribunal room, the claimants and their witnesses joining remotely and the interpreter in the Tribunal room (and interpreting for and from the claimants who had joined by CVP ). A large screen and camera present in the Tribunal room enabled all parties to see each other. The connection with the claimants was good and we were able to proceed.

7. I am grateful to the appointed interpreter, Miss Spiridonova, for her hard work over the two days of the hearing.

8. I was provided with an electronic bundle which incorporated the witness statements and has 493 pages in all. References to page numbers below are to this bundle. A large part of the bundle was made up of texts, mainly in Bulgarian but with an English translation for each.

9. I heard evidence from the following people:-

- a. Kristina Gyumisheva, claimant (“KG”)
- b. Asen Arsenov claimant (“AA”)

(together, referred to as the claimants)

- c. Vanislav Danchev,(VD) who worked at a hotel in Blackpool owned by VB (see below)
- d. Alessio Esposito (“AE”) a friend of the claimants and former resident of the Hotel
- e. Iliyan Petkov (respondent)
- f. Veska Boyadzhieva (“VB”), the respondent’s partner
- g. Ivan Balkandzhiev (IB), VB’s son.

### **C. Findings of fact**

10. In this section I record my findings of those facts which are relevant to the issue of worker status.

#### The Hotel

11. The Hotel is one of a large number of hotels and guest houses in the well-known seaside resort of Blackpool. It accommodates 32 guests. It provides guests with bed and breakfast accommodation.

12. The respondent leases the hotel building and runs it as a business.

13. Most of the guests book their accommodation through the website Booking.com although there are also telephone bookings and in person bookings.

14. The respondent’s partner, VB, also operates a hotel business in the same way. VB’s hotel is called The Iona Hotel.

#### The commencement of the claimants’ work at the hotel

15. The claimants are a couple. By the time they started work at the Hotel they had lived in England for about two years obtaining short-term employment through employment agencies.

16. The claimants became aware of the opportunity of working at the Hotel from an advertisement that the respondent placed on a Bulgarian website called ALO.BG. This was the only place where the opportunity was advertised. A copy of the advert was not included in the Bundle.

17. The claimants responded and were interviewed by the respondent and VB via video chat. In the course of that interview the claimants were provided information about the work. They were informed that it was to manage the hotel; they needed sufficiently good English to be able to run the reception; they needed to clean rooms; they needed to make breakfasts. KG was able to inform the respondent and VB that she had previous experience as an employed cleaner.

18. Prior to the claimants starting work at the hotel they met with the respondent and VB in person, at the hotel and spent a couple of days there. VB's son, IB, was also there on this occasion.

19. The claimants were given a series of instructions. They were provided with a plan of the hotel and the rooms, they were told how the rooms should be arranged, given instructions about laundry and cleaning, about what was required on reception, and instructions about the booking arrangements, including through Booking.com (although the Booking.com arrangements were controlled and administered by the respondent).

20. Further instructions were provided about breakfasts. The respondent instructed the claimants about what to provide for English and Continental breakfast options. The respondent had an online account with a supermarket and breakfast foodstuffs were chosen and paid for by him and then he arranged for delivery or collection.

21. The claimants were also instructed about maintaining a cash balance which would include cash received from direct bookings and a requirement to provide a daily report to the respondent.

22. During that same few days, the respondent observed the claimants at work, including their dealing with hotel guests. He continued to provide instructions throughout this period.

### Hours of Work

23. The respondent's position was that the claimants were free to determine when to undertake their work. By way of example to demonstrate the claimants' freedom to choose their working hours, the respondent referred to bank statements demonstrating that KG could visit a cashpoint and withdraw funds during the day. As for AA, the respondent noted and provided a report showing that he had engaged in playing a video game on his phone during the day. It appears that the images obtained by the respondent (pages 441-453) were taken from AA's Facebook pages.

24. The claimants' evidence on this is that the operation of the Hotel effectively dictated their working day. The claimant's evidence is that the demands of their work at the hotel meant that they worked long hours. Their working day would start at around 7.00am when they were required to start to prepare breakfasts. They would work through the morning providing the breakfasts, clearing up the dining room after guests had eaten their breakfasts, being on reception to deal with check-outs and the collection of keys, stripping beds, washing the bedding, cleaning the rooms, drying the bedding, ironing it and preparing the rooms for the next guests.

25. Check-in was between 2.30pm and 9.30pm and one of them would have to be available on reception during those hours.

26. Sometimes guests would return home to the hotel late, sometimes guests would be drunk and rowdy; sometimes guests would forget their keys and on those occasions the claimants were required to be at work and available to assist and/or supervise guests.

27. There was no written working pattern or rota; no arrangement by which the claimants recorded their working hours; the respondent did not at any time ask what hours the claimants had worked. They were expected to be available at all times to ensure that the hotel functioned and to deal with all issues that arose.

28. The claimants were not busy at all times during the day. For example, being available on reception did not mean that whoever was on reception was hard at work at all times. The length of the working day varied. Inevitably there were times during the year when the hotel was busy and other times when it was very quiet, and the extent to which the claimants were required to work was affected by this.

29. I also accept that, during the quieter times, only one of the 2 claimants may be needed at various times during the day and the other claimant would be able to take a break. This was unstructured and was organised between the claimants themselves, subject always to the timings and demands of the activities at the Hotel.

#### Time away from work

30. I accept the claimants' evidence that when they did want to take a day away from work together, they would ask the respondent. They did not (and could not) decide for themselves when to take a day away from the hotel. Whilst it was open, the work at the hotel was ongoing. If a day off was required, then arrangements would need to be made to ensure that the hotel and its guests were being looked after. The claimant would ask the respondent and the respondent would decide whether to agree and to make arrangements.

31. There were periods when IB was at the hotel and IB was able to cover. On one occasion in December 2018 (see below) the claimants went on holiday following a text exchange shortly before this:

*KG: Ok, I looking because arriving reservations for the end of the November and December and I want to ask you what do you think to do you will re-sending somewhere or?*

*Respondent :Ivan wants to come to working 3/4 weeks to spend some money for New Year.*

*KG: Ok, but will he be alone?*

*Respondent :Yes, maybe he will opening just the weekends. We still thinking.*

32. Another message exchange occurred when IB was available to assist and the claimants could take a day away from work. Another message indicates that the respondent closed the hotel for some days and diverted guests to the Iona Hotel nearby (page 153 for example).

33. Days off were either determined by the respondent or, if not, were approved by him.

#### Right of Substitution?

34. An important argument raised by the respondent is that the claimants were able to arrange for substitutes to carry out the work in their place.

35. The claimants' position is that whenever somebody else undertook work at the hotel then that was with the respondent's permission.

36. I heard evidence from AE, a long-term resident at the hotel. During part of the time that AE lived at the hotel there was a manager called Alessandro. During the time that Alessandro was the manager as well as the time that the claimants managed the hotel, AE helped out when it was busy. I accept AE's evidence (and the evidence of the claimants) that the arrangements were made with the respondent or with the respondent's approval. AE did not carry out these tasks for nothing. The arrangement with the respondent was that when he undertook work at the Hotel, he would receive a deduction from his hotel bill or would sometimes receive a payment in cash.

37. Included in the bundle at pages 437 and 438 are emails that appear to be between IB and the respondent. These emails are written in English even though Bulgarian is the first language for both sender and recipient. There are four emails in all on these two pages. Two of these are dated 9 July 2018 and state as follows:

*"Hi Mr Petkov*

*I am writing regarding Kristina and Asen. I know you agreed with them to run the hotel however they decide to but just wanted to ask you a favour. It would be great when they decide to rest or want to substitute them to tell me two days in advance. I also have my plans and it is good to plan in advance when to be available to substitute them.*

*Otherwise, all is ok, I am happy with their work and it is average occupancy this time of the year – not so busy.*

*Kind regard!*

*Ivan"*

38. In response from respondent to IB:

*"Hi Vanko,*

*Yes, I agree it is fair. Should be like this. I spoke with Kristina and Asen and they will notify you at least two days before they plan not to work.*

*If you do not mind just send me in WhatsApp a short message when you substitute them. I just want to have a general idea of what's going on in Fairview, who is in charge, etc.*

*Thanks!"*

39. Another of these emails is dated 11 November 2020 from IB to the respondent:

*“Dear Mr Petkov,*

*Sorry to bother you, but I think it is important and urgent. Kristina and Asen just asked me if I am able to substitute them in December 2019. They planned a holiday abroad and want me to be available until the end of the year. I am happy to confirm you I can substitute them but probably I will need one more person. Should I ask them to speak with Allesandro and to ask him if it is possible for him to get their job for December? If so he can move to Fairview Hotel in December and when Kristina came back we will fly together to the Dominican Republic.*

*Please write to me as soon as possible about your decision.*

*Have a good day!*

*Ivan”*

40. The fact that this email is dated November 2020 referring to the possibility of substitution in December 2019 indicates that this is not a genuine email. The claimants' contractual arrangements to work/provide services at the hotel terminated in July 2019. Insofar as the email refers to a holiday to the Dominican Republic, this was taken in December 2018.

41. Assuming that there was somehow an electronic mix-up of all of these dates and the email did pre-date the holiday to the Dominican Republic in December 2018, the arrangements referred to in that email are inconsistent with the text messaging as noted at 31 above.

42. The claimants raised concerns about the genuineness of these emails. In addition to those already noted, there is other cause for concern. The wording appears contrived, directed specifically to the issues in front of the Tribunal at this Preliminary Hearing. The emails are in English, not Bulgarian. I also note that, whilst significant evidence has been provided by the parties for consideration at this Preliminary Hearing (including many messages) no Whatsapp message examples have been provided as referred to at paragraph 38 above.

43. However, accepting they are genuine, the emails do not take the matter much further. They demonstrate a maintenance of control by the respondent and they demonstrate there may be arrangements which the claimants can make for a day's break away from the hotel. Those arrangements are with IB. The respondent is aware that IB is at the Hotel and is able to provide the claimants with a break from time to time. Given the requirements under the WTR for, for example, a 24-hour break in a seven-day period, that is not inconsistent with worker status.

44. I also heard evidence that KG's mother and her partner visited in Blackpool. I accept that KG's mother's partner did carry out some work for the respondent and also for VB at the Iona Hotel. KG's mother's partner, Kostadin Kostadinov, is a builder and he was engaged on an occasional basis to carry out building activities. He was not a substitute for the claimants. He provided work which was additional to and separate from the work that the claimants were carrying out.

45. As for KG's mother (Neli Rusinova) I am sure she did help her daughter out sometimes, with ironing and cleaning. Her daughter was very busy. This was informal and without remuneration. It was carried out by a mother to help her daughter. I note the exchange of messages between KG and respondent at page 138:

*KG: I told my mother she came to visit not to clean but she did not stop all day.*

*Respondent: My mother was the same*

*KG right I told her 100 times but she is like me having fun like that. If you see how the floor is shiny.*

*Respondent: I know the mothers are always like that. Take a wine for her from us.*

#### Written Contract

46. At the commencement of their engagement at the hotel the claimants were provided with a document called "Contract for Management", a copy of which is at pages 454-457.

47. The contract was provided to the claimants in English. No Bulgarian translation was provided. The evidence of the claimants (which I accept) is that they did not understand the contract, but they believed that they were required to sign a contract in order to engage in the work.

48. The terms of the contract include the following (the respondent is referred to in the contract as the "owner", the claimants as "manager").

49. Under the heading "Exclusivity of Services" it states:

*"Manager has the exclusive right to manage property for the duration of this agreement. Both parties agree that managers will perform all duties regarding day-to-day operation of the hotel including bookings, check-in/check-out, breakfast, housekeeping, maintenance, laundry, stock check and stock supply as well as all necessary lawful actions for running of the property not excluding handling complaints, forwarding them to the owner and keeping of high standards."*

50. Under "Collection of Payments" the contract states:

*"Manager will collect from all guests payments on or before the due date and issue receipts. Manager will be responsible for keeping daily books of arrivals and expenses.*

*Manager will be responsible for telephone bookings and owner will confirm all telephone bookings to guests by email.*

*Owner will be responsible for collection of payments for pre-booked rooms paid online.*



*Manager will be responsible for keeping day-to-day book for expenses of the hotel covered by the owner from the cashflow of the property.*

*Manager will keep all receipts from expenses as well as invoices arriving by post for accounting department and owner in a safe place and orderly manner.*

*Manager will provide a day-to-day accounting of all ingoing and outgoing guests and payments for owner's records.*

*Manager assumes responsibility of any payment."*

51. Under the heading "Scope of Manager's Expectations" there is a long list consistent with the above, but also including expectations as follows:

*"Co-ordinates and oversees repair services deemed necessary by owner. Pay for services with owner's funds.*

*Hires and supervises extra work regarding repairs, maintain and decoration of the property – with a written consent from owner."*

52. Under the heading "Manager Monthly Salary" the contract states:

*"Owner agreed to pay manager under the following conditions:*

*£1550 GBP – for every calendar month*

*The amount for [KG] £775 GBP – paid into her account*

*£775 GBP for [AA] paid into his account"*

53. Under the heading "Duration of the Management Agreement" the contract states:

*"The duration of this contract starts on 2 December 2018 and ends 2 December 2019. Managers will be self-employed. Managers will lose any monthly payment within the contract should they decide to terminate the contract before the expiration date or without any notice for termination.*

*Manager will have the option to give a written notice four weeks, prior to expiry of this contract regarding its renewal for a future period.*

*Manager will reside in the property – staff accommodation within the period of this contract and will not be responsible for any costs of the accommodation, gas, electrics, council tax. The owner is responsible for all the bill related to the property."*

54. Under the heading "Rates" the contract states:

*"Manager shall not be responsible for updating rates and availability and guarantees that all amendments will be pre-authorised by owner.*

*Manager will inform all guests and Booking.com to send official correspondence to the property email and owner will be responsible for confronting and confirming all official matters.*

*Manager is given discretion to negotiate prices in the property at a minimum and maximum rate, but all bookings to be authorised and confirmed by email only from the owner.”*

55. A contract on the same terms was signed for each of the two years that the claimants lived and worked at the hotel. However, partway through the second year the contract was terminated (July 2019).

56. Also contained in the bundle is a disciplinary policy. The claimants stated that they had never seen the disciplinary policy before. The respondent explained that it was a policy that he was required to provide to Blackpool Council as part of his approval/licence to operate the hotel.

57. The respondent was asked whether he had received any advice in relation to the engagement of individuals to work at the hotel. The respondent confirmed that he was trading as a sole trader and that he had an accountant in relation to the business in the UK. He explained that everything was discussed with the accountant, including the contract referred to above. The respondent explained that the accountant warned him that there is a risk for a situation such as the respondent was facing in these Employment Tribunal proceedings to arise because “this is the biggest issue in the UK and a very complex matter”. The respondent explained that he decided with the accountant that engaging managers on a self-employed basis would be the best way to run the business when he was not in the UK.

#### Payments received by the claimants

58. It is apparent that the claimants were made in accordance with the contractual terms noted above. The payment picture is far from clear because sometimes they were paid by way of bank transfer and sometimes using the cash that was available at the hotel. In addition, sometimes the claimants were required to purchase items for the hotel and then would be repaid. Again, this was sometimes by bank transfer and sometimes by way of petty cash.

59. The respondent’s position is that sometimes the claimant AA received additional payments because he undertook additional tasks. Evidence was given particularly about the task of installing a CCTV system into the hotel.

60. I accept that there were occasions when AA would carry out tasks that were not within the terms and/or expectations of the management agreement. These would be repair and maintenance tasks. The management agreement required AA to oversee repair services being carried out as determined by the respondent (see para 51 above) but not carrying out repairs and maintenance himself. Additional payments were made to the claimant and the respondent would also pay for materials needed for the repair/maintenance job. On other occasions external contractors would be used.

#### Control

61. The respondent retained significant control. When asked about this he accepted that and noted that it was his business and any business owner would want to keep close control.

62. The respondent required a regular report on financial matters, particularly from the claimant KG, who would provide the information the respondent require

63. I also note that it was the respondent who made decisions about booking prices., days or weeks when the hotel would close. The claimants' income did not change. They did not have the burden of risk when bookings were low or the benefit of a reward when the hotel was full.

### Tax

64. The respondent did not make any deduction for income tax and national insurance before paying the claimants. The claimants did not declare the income received by them for tax purposes.

65. The terms of the agreement are silent on tax except that they state that *"managers will be self-employed"* (see paragraph 53 above). The respondent wanted the arrangement to be regarded as a self-employed one following discussion with his accountant and a reluctance to be subject to obligations which come from an employment relationship. Declaring and deducting any income tax or national insurance liability would have been inconsistent with the intention for the arrangement to be a self-employed one.

66. The claimants did not declare the income received from the respondent even though they completed and submitted tax return forms. Their previous work in the UK had all been remunerated via PAYE.

### **D. The Law**

67. I am required to decide whether the claimants when engaged by the respondent met the test of "worker" under section 230(3) of the ERA, the WTR (regulation 2(1) and the NMWA (section 54(3)), and if so whether they also met the test of "employee" under section 230(1) ERA.

68. I also need to decide whether the claimant KG was an employee for the purposes of s83(2) Equality Act 2010.

69. I note that the definition of worker for the purposes of the WTR and NMWA is the same as under s230(3) ERA. I set out section 230 in full below:

- (1) *In this Act "employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.*
- (2) *In this Act "contract of employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.*

- (3) *In this Act ‘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 out by the individual;*

*and any reference to a worker’s contract shall be construed accordingly.”*

70. As for s83 EQA, it is relevant to note that the definition of employment under this section is much wider than the definition at s230(1) ERA (above). The definition of “employment status under the EQA is broadly the same as the definition of worker status under the ERA; what s83 requires is a contract personally to do work. See for example the Supreme Court decision in **Jivraj v. Hashwani (2011) ICR 1004**, a case decided under discrimination legislation which pre- existed the Equality Act 2010 but was on very similar terms and which effectively noted the same requirements as for “worker” status under the ERA.

Worker status (and employment status under the EQA)

71. **Bates van Winkelhof v Clyde & Co and another (2014) ICR 730**. In this case the Supreme Court decided that an equity partner in an LLP could be a worker under section 230(3)(b) of the ERA for the purposes of bringing a protected disclosure detriment treatment claim. In her Judgment, Lady Hale noted “*there can be no substitute for applying the words of the statute in every case*”. The statute requires Tribunals to consider and decide on three elements:

- (1) The existence of a contract between individual and the other party;
- (2) Under which the individual undertakes to perform work personally for that other party (a requirement for personal services);
- (3) That the other party must not be in the nature of a client or customer of the individual or business undertaking of the individual.

72. I also note the judgment of the Supreme Court in **Pimlico Plumbers v Smith (2018 UKSC 29)** (“Pimlico Plumbers”) particularly in relation to the requirement for personal service (paragraphs 20 – 24 of the Judgment) and the issue as to whether the respondent was a client or customer of the claimants (paragraphs 35 to 49) I have also considered the judgment in **Community Dental Services Limited v Sultan-Darmon (2010 IRLR 1024)** (“Sulton-Darmon”) relevant to the issue of personal service.

73. I also note the Court of Appeal decision in **Pimlico Plumbers** (this is at 2017 IRLR 323) and particularly paragraph 84 of the Judgment of Sir Terence Etherton MR: -

*“I would summarise as follows the applicable principles as to the requirement for personal performance. Firstly, an unfettered right to substitute another person to do the work or perform the service is inconsistent with an undertaking to do so personally. Secondly a conditional right to substitute another person may or may not be inconsistent with personal performance depending on the conditionality. It will depend on the precise contractual arrangements and, in particular, the nature and degree of any fetter on a right of substitution or, using different language, the extent to which the right of substitution is limited or occasional. Thirdly, by way of example, a right of substitution only when the contractor is unable to carry out the work will, subject to any exceptional facts, be consistent with personal performance. Fourthly again by way of example, a right of substitution limited only by the need to show that the substitute is as qualified as the contractor to do the work, whether or not that entails a particular procedure, will, subject to any exceptional facts, be inconsistent with personal performance. Fifthly, again by way of example, a right to substitute only with the consent of another person who has an absolute and unqualified discretion to withhold consent will be consistent with personal performance.*

74. In reaching my decision I took account of the guiding principles set out by Sir Terence Etherton MR, although recognising that it was necessary for me to consider and reach my decision on the findings of fact that I have made and not be compelled to shoehorn the facts into any of the five example scenarios provided.

#### The wording of the written contracts

75. In accordance with the Supreme Court decision in **Autoclenz v Belcher 2011 ICR 1157** when deciding whether or not an individual has worker status, a Tribunal needs to consider what the true agreement between the parties was.

### **E. Conclusions**

#### Were the claimants workers of the respondent?

I have considered and applied the statutory test as noted above.

#### (1) The existence of contract between claimant and respondent

76. It is not disputed that there was a contractual relationship between each of the claimants and the respondent.

#### (2) The requirement for personal service

77. Personal service was required. The claimants applied for the work via an advertisement; they were engaged personally. Whilst arrangements were occasionally made for someone else to cover the claimants' duties at the hotel all these arrangements did was allow the claimants to take their holidays or a break. Given the nature of the claimants' duties, unless the Hotel was closed, someone had to step in to carry out duties when the claimants were not present. Legislation requires rest periods and holidays. From the evidence provided, the only examples of so called "substitution" provided was where someone carried out duties at the hotel when the claimants had time away from the Hotel.

78. Such arrangements are not in the nature of substitution. If that is incorrect, the extent of control that the respondent maintained over the substitution arrangements did not make those arrangements inconsistent with the requirement for personal service.

79. I also accept that each claimant could cover for the other. There were times when both claimants were required and times when they were not. However, such arrangements are managing a workload within a small workforce – in this case a team of 2. It does not indicate a lack of personal service.

(3) The respondent was not in the nature of a client or customer of the claimants

80. The respondent in this case was not a client or customer of the claimants and, in fairness to the respondent, he did not try to persuade me that he was.

81. Having considered all of the evidence provided I am clear that these claimants were engaged by the respondent as hotel managers and to carry out the work personally. It was the claimants who were expected to be at the hotel and undertake the various tasks that the respondent required them to do. The claimants were clearly subordinate to the respondent and they worked under his control and direction even though he was frequently out of the country whether in Bulgaria or the Dominican Republic or elsewhere.

Employment Judge Leach  
Date: 27 July 2021

RESERVED JUDGMENT AND REASONS  
SENT TO THE PARTIES ON

2 August 2021

FOR THE TRIBUNAL OFFICE

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