



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr S Ramdut

**Respondent:** The ID Medical Group

**Heard at:** Reading (via CVP)

**On:** 14 February 2022

**Before:** EJ Milner-Moore

## Representation

Claimant: In Person

Respondent: Mr B Stanton (Solicitor)

# RESERVED JUDGMENT

1. The claim of unauthorised deduction from wages fails and is dismissed. The claimant was not a worker as defined in section 230(3)(b) of the Employment Rights Act 1996.

# REASONS

## Claims and Issues

1. This case was listed for a hearing to determine a claim of unauthorised deduction from wages brought by the claimant against the respondent. The early conciliation process began on 9 October 2020 and concluded on 26 October 2020. The claim was issued on 11 November 2020.
2. The respondent is a medical recruitment agency which supplies doctors and nurses to work within the NHS. The claimant is a mental health nurse. The claimant was assigned by the respondent to work at the Isle of Wight NHS Trust ("the Trust") between 2 March 2020 and 19 July 2020. His unauthorised deduction from wages claim relates to sums which he considers to be due in relation to that assignment. The thrust of his complaint as expressed in the ET1 was that: he had been paid £28 per hour (rather than £35 per hour as he had been paid by a previous agency), excess amounts had been deducted for accommodation, he had not been paid for overtime/his full hours of work, and he had not been paid travel expenses by the respondent whereas his previous agency had paid these.

3. The case had originally been listed for a hearing on 5 October 2021. At that time, the respondent had filed only a late, holding response to the claim disputing that the claimant was an employee. It was not clear whether the respondent was also disputing that the claimant was a worker. From the documents supplied for the hearing, the respondent did not appear to be disputing that the claimant had supplied by it to work for the Trust and that the claimant had not been paid in full for that work. The respondent's case appeared to be that:
  - a. The claimant had been paid for any hours of work for which he had supplied an authorised timesheet, but the claimant had rejected the payments made to him because he disputed these;
  - b. The claimant had not been paid for much of the work that he undertook because he had failed to supply timesheets authorised by the Trust which meant that the respondent could not bill the Trust for the work;
  - c. The accommodation charges had been correctly deducted;
  - d. The claimant was not entitled to expenses.
4. The claimant confirmed that his umbrella company had been paid by the respondent for some hours but that he had instructed the company to reject this payment. I adjourned the hearing as the case was not sufficiently prepared to enable a fair hearing to proceed and I encouraged the parties to cooperate with the Trust to ensure that payment was at least made to the claimant for hours which it did not appear to be disputed he had worked. I also made various directions (including for the filing of amended grounds by the respondent and the provision of further disclosure and witness statements) which were intended to ensure that a fair hearing could proceed on 14 February 2022.
5. The issues identified as arising for determination on 14 February 2022 were as follows:
  - a. Was the claimant a worker of the respondent within the meaning of section 230(3) of the Employment Rights Act 1996 ? That section defines a worker as

*an individual who has entered into or works under (or, where the employment has ceased, worked under):*

    - (a) *a contract of employment, or*
    - (b) *any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual.*
  - b. Did the respondent make unauthorised deductions from the claimant's wages and if so, how much was deducted?
  - c. Were the wages paid to the claimant less than the wages he should have been paid?

- d. Was any deduction required or authorised by statute?
  - e. Was any deduction required or authorised by a written term of the contract?
  - f. Did the claimant have a copy of the contract or written notice of the contract term before the deduction was made?
  - g. Did the claimant agree in writing to the deduction before it was made?
  - h. How much is the claimant owed?
  - i. How much should the claimant be awarded?
6. At the start of the hearing, I confirmed with the parties that these remained the issues for determination and they were agreed. The claimant confirmed that he no longer sought to dispute that £26.85 was the correct rate of pay or that accommodation costs were appropriately deducted.

**Evidence and issues relating to the hearing**

7. I heard evidence from the claimant and from Mr Ross, a Senior Manager for the Respondent. Mr Ross had produced a witness statement but, despite being ordered to do so, the claimant had not. However, I treated the claimant's ET1 and his schedule of loss as his witness evidence and the respondent raised no objection to this. I also received a bundle of documents containing amended grounds of resistance in which the respondent disputed that the claimant was a worker and argued that the claimants' failure to supply authorised timesheets meant that the respondent was not obliged to pay him for the hours worked. I also received a schedule of loss from the claimant. Additionally, on the day of the hearing, the claimant produced to the respondent and the Tribunal the complete set of time sheets in relation to his assignment to the Isle of Wight NHS Trust, the claimant having apparently found these on or around 14 January 2022 despite having previously said that he no longer had them.
8. It was clear that there were matters of substantial dispute between the parties in relation to the claimant's status (whether he was a worker), whether he was entitled to be paid for any overtime or breaks and as to his entitlement to travel expenses. However, there was no dispute that the claimant had, in fact, attended for work between 2 March and 16 July 2020 working 4 days a week for at least 7.5 hours a day and that he had not been paid for any of this work. A key plank of the respondent's defence was that it was not obliged to make payment to the claimant because the claimant had failed to supply the missing timesheets, which in turn meant that the respondent had not been able to obtain payment from the Trust for the work performed by the claimant. I suggested to the parties that it would be sensible if the respondent could explore whether, now that the timesheets had been located, payment from the Trust could be obtained and payment of such sums as were not disputed could be made to the claimant. With the parties' agreement, I said that I would allow the parties 21 days before beginning to write my judgment so that the respondent would liaise with the Trust to establish whether, now that the timesheets had been provided, payment could be made to the claimant.

9. On 7 March 2022, the respondent's representative wrote to the Tribunal confirming that the claimant had been paid in full (via his umbrella company) for all of the hours recorded on the time sheets which he had submitted and had been paid £19,922.40 excluding VAT (£23,934.22 including VAT). The respondent's representative stated that he would be seeking his client's instructions in relation to the costs of the hearing, which he maintained could have been avoided had the claimant provided the timesheets to the respondent on 14 January 2022. The claimant replied stating that he wished to see evidence of the respondent's payment by the Trust before accepting payment from the respondent, that the respondent should not be permitted its costs and that the claimant should be awarded compensation for stress, anxiety and depression as a result of the respondent's delay in making payment. He did not however raise any dispute that in making payment of £19,922.40 the respondent had made payment of the correct amount in respect of the hours worked by the claimant during his assignment at the Trust.

### Facts

10. The claimant is a mental health nurse. The respondent is a recruitment agency supplying doctors and nurses to NHS Trusts. Before starting his assignment with the respondent, the claimant had been working at the Trust via another agency (Randstad). However, the respondent took over the contract for provision of workers to the Trust and so the claimant applied to continue working for the Trust via the respondent.
11. The respondent had standard terms of engagement which were contained in the bundle. Different terms were available depending on whether an individual worked for the respondent as direct hire, paying PAYE, or as a "Locum Contractor (Self Employed Worker)" or via a personal service company (PSC). In the version of the standard terms which applied where a PSC was being used, the PSC was defined as the "contractor" and the "Worker was defined as the *employee, officer, or other representative of the contractor, which the contractor shall supply to [the respondent] to render services to the hirer*". The hirer was the recipient of services, in this case the Trust. The terms of engagement recorded the following matters.
- a. The terms represented the entire agreement with the Contractor and governed all assignments undertaken by the Contractor and the worker.
  - b. The Contractor was responsible for ensuring compliance with all legal obligations including as to taxation and warranted that it was a personal service company.
  - c. The respondent had no obligation to offer, and the Contractor had no obligation to accept, any assignment. The terms record that *neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any Assignments*.
  - d. The services were to be provided by the worker named in the relevant confirmation of agreement "subject to clause 6". Clauses 6.3

and 6.4 dealt with the circumstances in which the Contractor could provide a substitute in the following terms.

*6.3 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why its assigned Worker may not be suitable for an Assignment, the Contractor shall notify ID Medical without delay.*

*6.4 Subject to the prior written approval of the Hirer, the Contractor shall be entitled to assign or sub-contract the performance of the services on Assignment provided that ID Medical and the Hirer are reasonably satisfied that the assignee or sub-Contractor has the required skills, qualifications, resources and personnel to provide the services to the required standard and that the terms of any assignment or sub-contract contain the same obligations imposed by this Agreement. The Contractor shall ensure that any Worker, sub-Contractor or assignee are not and shall not*

- e. The terms of engagement stated explicitly that they did not create a contract of employment with the worker.

*4.1 During an Assignment, the Contractor will be engaged on a contract for services by ID Medical on the terms of this Agreement and the relevant Confirmation of Assignment Form. For the avoidance of doubt, this Agreement shall not be construed as a contract of employment between any Worker or representative of the Contractor supplied to carry out the Assignment, and either ID Medical or the Hirer. The Contractor shall ensure that no Worker shall hold himself out as an employee of either ID Medical or the Hirer.*

- f. The Contractor and Worker agreed to cooperate with any reasonable instructions or rules of the hirer, not to engage in conduct which would be detrimental to the respondent's interests, and to furnish the hirer or the respondent with progress reports on request. Any necessary equipment for the provision of services was to be provided by the Contractor.
- g. The Contractor agreed on its own behalf and on that of the Worker to supply the services in a professional manner and to a high standard.
- h. The terms of engagement stated the following in relation to the requirement to supply timesheets

*"7.1 The Contractor shall, or shall procure that the Worker shall deliver to ID Medical the ID Medical timesheet duly completed to indicate the number of hours worked by the worker during the period of the timesheet and signed by an authorized representative of the Hirer.*

*7.2 Where the Contractor or Worker fails to submit a timesheet properly authenticated by the Hirer, ID Medical shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the worker worked for the particular period in issue*

*(whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification, this may delay any payment due to the contractor. ID medical shall not make payment to the contractor for work not carried out.)*

- i. At clause 9.1 the terms provided that the Contractor would not be entitled to reimbursement of expenses unless otherwise agreed.
  - j. The terms provided that the payment would be made to the contractor (not the worker) and that the assignment would be terminable in various circumstances, including where the worker proved unsatisfactory or was unable to perform an assignment.
12. The claimant applied for an assignment with the respondent and in his application gave his tax status as “limited company” and provided the details of Paybox his PSC. His application stated that that he possessed the necessary qualifications for the role and that indemnity insurance was provided via Paybox.
13. There is an agreement between Paybox and the claimant which records

**WHEREAS**

*A We are, amongst other things, in the business of entering into contracts to perform services and/or supply the services of professional workers to clients.*

*B We wish to employ you and you wish to be employed by us on the terms set out herein.*

*C This agreement comprised in this and the following pages sets out the basis of your employment with us, explains the terms upon which we are prepared to enter into Contracts, how you will be paid by us, our respective obligations and records the entire contractual obligation between you and us.*

*In consideration of the mutual benefits it is hereby agreed that we will employ you on the terms set out in the Terms and Conditions on the following pages, which, by signing this document, you accept and which you confirm you have read and fully understood.*

The terms and conditions referred to in the Paybox agreement were not provided.

14. The claimant’s evidence was that he had been required by the respondent to use a PSC. I did not accept that evidence, as the agreement indicated that this was an arrangement which the claimant had already adopted when working via Randstad and because the respondent had standard terms which would have permitted the claimant to be engaged directly on a PAYE or locum basis if he so wished. The claimant’s evidence was that Paybox’s function was solely that of a vehicle for processing the payments due to the claimant for his work and I accepted this evidence. It was clear from the documents that, when issues arose as to the claimant’s submission of timesheets, the respondent engaged directly with the claimant about these

and there was no effort to engage with Paybox as the Contractor who might be expected to have influence over the claimant's actions.

15. When an assignment was offered with the Trust, the offer was made directly to the claimant and the claimant could accept it or not as he wished. The offer of each assignment was recorded in a document headed "Confirmation of Assignment" which recorded the location, dates and hours on of work and stated that the acceptance of the assignment constituted an acceptance of the Terms and Conditions laid out in the Induction Handbook. (The induction handbook was not in the hearing bundle). The Confirmation of Assignment document states that responsibility for dealing with any training requirements or disciplinary or grievance issues was that of the hirer. It stated that the claimant was required to notify the respondent and the hirer if he was unable to attend a shift and that "*Failure to either attend or notify of a late attendance to a booking can result in a penalty fee and/or reporting to your Professional and/or Regulatory body in accordance with the impact on patient care*". It also reminded the claimant of the obligation to submit a timesheet authorised by the hirer.
16. Subsequently, the claimant accepted an assignment with the respondent to work at the Trust beginning on 2 March 2022. The claimant's shifts were generally 9 to 5pm. The respondent asserts that this was inclusive of a half hour unpaid break but the Confirmation of Assignment document was silent about whether breaks were paid or unpaid. The claimant elected to work 4 days a week rather than 5. As part of his assignment, the claimant required accommodation at the Trust and the terms on which accommodation was provided were recorded in a confirmation email stated that the respondent would bear 50% of the accommodation costs and the balance would be deducted from payments made to the claimant. There was no written agreement to pay for any other expenses for the claimant's work at the Trust and, in particular, no agreement that his travel costs would be paid. In his replies to cross examination the claimant suggested that he had been told by someone at the respondent that he would receive expenses. However, he had produced no specific evidence of this. I find that there was no agreement that expenses would be paid.
17. The claimant was required to complete timesheets and to have these authorised. Initially the respondent was assisting the claimant to do this and the respondent completed timesheets for the 20 shifts which the claimant performed between 2 March 2020 and 2 April 2020 on the basis of the claimant working a 7.5 hour day at £28.65 per hour. The claimant's accommodation costs for the period were £728.94 for which the claimant was liable to pay £364.47. The claimant was paid £4,862.24 for these shifts but instructed Paybox to reject the payment because he was not satisfied that the amount was correct.
18. The claimant then worked a further 51 shifts up until 19 July 2020. However, the claimant failed to submit his timesheets to the respondent. The respondent's employees sent various emails chasing the claimant to submit his timesheets and, on 30 June 2020, the claimant said that he would arrange to get the outstanding timesheets completed and authorised. The claimant finished working at the Trust on 19 July and left to take up an assignment in Carlisle. Subsequently emails were sent were by the respondent asking the claimant to provide his time sheets. The claimant

replied indicating that there were matters of dispute *“in relation to break times, additional hours worked and the fact that I was misled in to believing that I could at least get my out of pocket expenses refunded.”* Mr Ross attempted to establish with the Trust why the timesheets had not been approved at the time when the shifts were worked. He was told that they had not been authorised because the claimant had included the 30 minute unpaid break in the timesheets and that the Trust would not approve more than the 7.5 hour shifts agreed. The Trust’s position was that, at that stage, it no longer had the timesheets to approve them. Mr Ross asked the claimant for the timesheets on a number of on a number of occasions but the claimant did not supply them. The respondent’s position was that without the signed timesheets it could not secure payment from the Trust and was not obliged under its terms to make payment to the claimant.

19. For the hearing, the claimant submitted a schedule of loss in which he claimed for the full hours worked during the assignment (i.e. including the 30 minute break and including hours worked after 5pm) at a rate of £28.65, amounting to £20,489.04 for unpaid wages. The claimant also claimed £4,570 of travelling expenses referable to his ferry and milage expenses. The schedule referenced £825 in relation to accommodation costs but did not deduct this sum, though the claimant was, by the time of the hearing accepting that the accommodation costs were properly deducted.
20. On the morning of the hearing, the claimant produced the missing time sheets. These show the claimant as having worked 710.4 hours during his various assignments. The respondent subsequently worked with the Trust to secure approval for these hours. Its email of 7 March 2022 confirms that the respondent has now paid the claimant’s umbrella company a total of £23,934.22 (including VAT) or 19,922.04 excluding VAT. The respondent has not provided any detail about how it arrived at this figure but states that this represents payment for the full hours claimed on the timesheets. The respondent has made no payment for expenses.
21. The claimant has replied to this email. His reply does not dispute the amount paid for the hours worked (although his reply records that he would like to see evidence of the payment made by the Trust before accepting the money because he considers the respondent dishonest.) By my calculation 710.4 hours at £28.65 amounts to £20,352.96, and after deducting accommodation costs of £729 this amounts to £19,623.96. It would appear therefore that the respondent’s calculation is broadly correct, or potentially represents a small overpayment, and that the claimant has been paid in full for the hours that he worked during his assignment. The claimant’s reply does not address the question of his expenses in any detail beyond recording that the expenses were necessarily incurred in the performance of his duties and that he reserves the right to seek them in the small claims court. The claimant indicated that he wished to be compensated for stress and depression.

### **Law**

22. Section 230(3) Employment Rights Act 1996 defines a worker as someone who:

*who has entered into or works under (or, where the employment has ceased, worked under):*



- (a) a contract of employment, or
- (b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual

23. In **Uber BV v Aslam** [2021] ICR 657 the Supreme Court considered the approach to be adopted in determining whether an individual has worker status. Lord Leggatt identified three elements in the statutory definition (1) a contract under which an individual undertakes to perform work for another party, (2) an undertaking to do the work personally and (3) a requirement that the other party is not the client or customer of a business being carried on by the individual. Lord Leggatt's judgment makes clear that the task of the Tribunal is to determine whether an individual falls within the definition set out in the statutory provision and that this is a matter of statutory, rather than contractual, interpretation. The written agreement should not be ignored altogether but there is "*no legal presumption that a contractual document contains the whole the parties' agreement and no absolute rule that terms set out in a contractual document represent the parties' true agreement*". Lord Leggatt made reference to the need in applying the statutory test to keep in mind the purpose of the legislation, which was to protect those individuals who are subordinate to, and depend on, a putative employer and so are vulnerable. The greater the control exercised by the putative employer the stronger the case for classifying the individual as a worker.

24. As to the requirement of personal service, in **Pimlico Plumbers Ltd v Smith** [2017] EWCA Civ 51 Underhill LJ summarises the principles to be applied when determining whether the requirement of "personal service" is met in circumstances where there is provision for a right to provide a substitute in the contract between the parties. Where a right to provide a substitute is made subject to the consent of another person, who may withhold consent at his or her discretion, this is likely to indicate that there is a requirement of personal service.

25. In **Byrne Brothers Formwork Limited v Baird** 2002 I.C.R 667 the EAT provided guidance as to the approach to be adopted in considering whether an individual can be regarded as carrying out a profession or undertaking in which an alleged respondent is the client or customer. The EAT observed that the purpose of the statutory provision was to recognise and protect a class of individuals whose degree of dependence is akin to that of an employee, and distinguish that class from those individuals who have an arms length and independent position

*(5) Drawing that distinction in any particular case will involve all or most of the same considerations as arise in drawing the distinction between a contract of service and a contract for services—but with the boundary pushed further in the putative worker's favour. It may, for example, be relevant to assess the degree of control exercised by the putative employer, the exclusivity of the engagement and its typical duration, the method of payment, what equipment the putative worker supplies, the level of risk undertaken, etc. The basic effect of limb (b) is, so to speak, to lower the passmark, so that cases which failed to reach the mark necessary to qualify for protection as employees might nevertheless do so as workers.*

26. In **Hospital Medical Group v Westwood** 2013 ICR 415, the Court of Appeal made reference to two tests which may assist in making the assessment of whether or not an individual satisfies the test in section 230(3)(b) ERA: the integration test (whether the individual is integrated in to the respondent's business or is marketing his services to others) and the dominant purpose (whether the obligation of the individual to perform work personally for the the respondent is the dominant purpose as opposed to the delivery of a particular outcome) but observed that there is no "single key" to unlock the definition in section 230(3)(b).
27. In **Nursing and Midwifery Council v Somerville** [2022] EWCA Civ 229, the Court of Appeal confirmed that mutuality of obligation (in the sense of a general obligation to make work available on the part of a putative employer or to accept such work on the part of the worker) is not a necessary prerequisite for the establishment of worker status, it will, however, be a relevant factor.

**Was the claimant a worker of the respondent within the meaning of section 230(3) of the Employment Rights Act 1996 ?**

28. I did not consider that the claimant was an employee of Paybox or that Paybox did anything more than operate as a vehicle for receiving fees and making payments to the claimant. Paybox did not discharge any of the other functions of an employer.
29. I bore in mind that I was engaged in an exercise of statutory interpretation and that the contractual terms, which were set by the respondent, were not determinative of that question, particularly where these did not reflect the practical reality of the relationship
30. I consider that the claimant satisfied the first two criteria in section 230(3)(b). There was a contract between the claimant and respondent for the provision of the claimant's services, the terms of which contract were to be found in the Terms of Engagement and the Confirmation of Assignment documents. I considered that the claimant was obliged to provide *personal* service to the respondent under that contract. Although there was a right of substitution, that right was not unfettered and was subject to the respondent being satisfied that any substitute was appropriately qualified and was made subject to the same contractual obligations as the claimant. I therefore considered that the contract did impose an obligation of personal performance on the claimant.
31. However, viewing the picture as a whole, I considered that the claimant was not a worker because he was not subordinate to, or dependent on, the respondent to any significant degree. I consider that the respondent was, in essence, a customer of a business operated by the claimant for the provision of his services as a qualified mental health nurse. Although the claimant may not have marketed his services to the world at large, the claimant chose how and where he worked and used agencies to find contracts which he wished to perform. The claimant could not be said to be integrated into the respondent's business to any significant degree. The claimant worked at the Trust initially through a different agency, Randstad and he switched to providing his services via the respondent only because the Trust changed contractors. The relationship of the claimant and

respondent was of a short duration and, when dissatisfied, the claimant simply elected to provide his services elsewhere. He was in a position to do so because he had skills and qualifications which were in demand. The respondent had no obligation to make work available to the claimant and so the claimant undertook some degree of risk that work would not always be available. The claimant had no obligation to accept any assignment, although once he had done so he was obliged to perform the work. During his assignments the claimant decided how many days he was prepared to work a week and chose to work for 4 rather than 5 days. He was subject to no meaningful control by the respondent as to the manner in which he performed his work, any control was exercised by the Trust. The claimant chose to structure the provision of his services via an umbrella company rather than being a direct hire paying PAYE. He was not provided with equipment or training by the respondent, and bore his own expenses (save that the respondent bore part of the accommodation costs). He was responsible for the provision of his own indemnity insurance.

**Were the wages paid to the claimant less than the wages he should have been paid?**

32. Even if I am incorrect about the question of worker status, I have concluded that no award should be made in the claimant's favour.
33. I find that there was no deduction in relation to the non-payment of travel expenses. There was no agreement that such expenses would be paid to the claimant.
34. I find that the respondent made a deduction in failing to pay the claimant for the time that he had worked for the Trust. The claimant's failure to provide authorised timesheets did not discharge the respondent of its obligation to pay him for the hours worked where these were not disputed. Clause 7.2 makes quite clear that the respondent will make enquiries to establish the position and shall not be obliged to make payment for work not done. However, where, as in this case, the work was performed, the respondent is obliged to make payment for such work, even if it has not been paid by the Hirer.
35. On that basis, the respondent did make an unauthorised deduction from wages when it failed to make payment to the claimant in respect of the hours of work for which no timesheet had been provided. The respondent knew what shifts the claimant had agreed to work and knew that the Trust accepted that the claimant had, in fact, worked these shifts and that the reason why the timesheets had not initially been signed was the claimant's inclusion of unpaid breaks. At a minimum, therefore the respondent should have made payment for the 7.5 hours per day for each shift that the claimant had worked.
36. However, although I consider that a deduction was made in relation to the failure to make payment for the undisputed hours in relation to the shifts worked, the claimant has since been paid in full for the total hours worked during those shifts (including breaktime and hours worked past 5pm). It is also clear from the evidence that the claimant was uncooperative in his dealings with the respondent and that, had he engaged in a more constructive way and provided the timesheets at a much earlier stage,

matters would have been resolved sooner and probably without the need for legal proceedings. For these reasons, even had I found the claimant to be a worker I would not have made any remedy award. Nor is it open to me to make the order sought by the Claimant for compensation for stress or injured feelings as a result of the deduction. The ERA makes no provision for any such award in a case of unauthorised deduction from wages.

37. Finally, I note that the claimant has suggested that he may not accept the payment which has recently been made. I very much hope that the claimant will not, as he has previously done, instruct Paybox to reject the payment made by the respondent. It would be wholly unwise for the claimant not to accept this payment as the respondent has discharged its legal obligations to him by making it.

---

Employment Judge **Milner-Moore**

---

Date: 9 May 2022

RESERVED JUDGMENT & REASONS SENT TO THE  
PARTIES ON

10 May 2022

FOR EMPLOYMENT TRIBUNALS