

IN THE WEETWOOD
EMPLOYMENT TRIBUNAL

Case No: 60043217/2024

B E T W E E N :-

DENISE BARKER

Claimant

-and-

DAWSON ACCOUNTANTS LIMITED

Respondent

BUNDLE OF DOCUMENTS

Index

Description	Date	Page
Pleadings		
ACAS Early Conciliation Certificate	10/02/2024	5
ET1 Claim Form	12/02/2024	6 - 21
Notice of Claim	27/03/2024	22 - 24
ET3 Response Form	06/04/2024	25 - 33
Grounds of Resistance	06/04/2024	34 - 38
Notice of Preliminary Hearing	10/05/2024	39 - 40
Notice of Final Hearing	20/07/2024	41 - 42
Case Management Summary	21/07/2024	43 - 46
Documents		
Contract - Denise	01/09/2022	48 - 60
Emails between Wendy Clark and Matthew Dawson	05/09/2023 to 18/01/2024	61 - 65
Text Message from Claimant to Lynn	09/09/2023	66
Email from Wendy Clark to Claimant re Termination	20/01/2024	67
Disability		
GP Letter	05/05/2024	69
Impact Statement	UNDATED	70
Financial Information		
Payslips	29/07/2023 to 29/09/2023	72 - 73
Schedule of Loss	UNDATED	74 - 76
Statements		
Denise Barker Witness Statement	UNDATED	78 - 80

Index

Description	Date	Page
Matt Dawson Witness Statement	UNDATED	81 - 84
Wendy Clark Witness Statement	UNDATED	85 - 87
Shannon Morris Witness Statement	UNDATED	88 - 90

Pleadings



EARLY CONCILIATION CERTIFICATE
-Employment Tribunals Act 1996 s18A

ACAS EC Reference Number L215385730/24/3178

Prospective Claimant
Denise Barker
37 Vicarage Lane,
Halifax,
West Yorkshire,
England,
HX3 4XF

Prospective Respondent
Dawson Accountants Ltd,
Unit 2,
Rawdon Business Park,
Yeadon,
Leeds,
West Yorkshire

Date of receipt by Acas of the EC notification 30 January 2023

Date of issue by Acas of this Certificate 10 February 2024

Method of issue – Email

This Certificate is to confirm that the prospective Claimant has complied with the requirement under ETA 1996 s18A to contact Acas before instituting proceedings in the Employment Tribunal.

Please keep this Certificate securely as you will need to quote the reference number (exactly as it appears above) in any Employment Tribunal application concerning this matter.

Early Conciliation Support Officer

Early Conciliation Support Officer
Early Conciliation Support Team

Claim form

Official Use Only			
Tribunal office			
Case number		Date received	

You must complete all questions marked with an **'***

1 Your details

1.1 Title Mr Mrs Miss Ms Other _____

1.2* First name (or names)

1.3* Surname or family name

1.4 Date of birth / /

1.5 Sex Male Female Prefer not to say

1.6* Address

Postcode

1.7 Phone number
Where we can contact you during the day

1.8 Mobile number (if different)

1.9 How would you prefer us to contact you?
(Please tick only one box) Email Post

1.10 Email address

1.11 Would you be able to take part in hearings by video and phone?
 Yes, I can take part in video hearings
 Yes, I can take part in phone hearings
 No, I cannot take part in either video or phone hearings.

Explain why you are unable to take part in video or phone hearings

2 Respondent's details (that is the employer, person or organisation against whom you are making a claim)

2.1* Give the name of your employer or the person or organisation you are claiming against (If you need to you can add more respondents at 2.5)

2.2* Address

Postcode

2.3* Do you have an Acas early conciliation certificate number?

Yes No

Nearly everyone should have this number before they fill in a claim form. You can find it on your Acas certificate. For help and advice, call Acas on 0300 123 1100 or visit www.acas.org.uk

If Yes, please give the Acas early conciliation certificate number.

If No, why don't you have this number?

- Another person I'm making the claim with has an Acas early conciliation certificate number
- Acas doesn't have the power to conciliate on some or all of my claim
- My employer has already been in touch with Acas
- My claim consists only of a complaint of unfair dismissal which contains an application for interim relief. (See guidance)

2.4 If you worked at a different address from the one you have given at 2.2 please give the full address

Address

Postcode

2.5 If there are other respondents please tick this box and put their names and addresses here.

names and addresses here.

(If there is not enough room here for the names of all the additional respondents then you can add any others at Section 13.)

Respondent 2

Name

Address

Postcode

2.6 Do you have an Acas early conciliation certificate number?

Yes No

Nearly everyone should have this number before they fill in a claim form. You can find it on your Acas certificate. For help and advice, call Acas on 0300 123 1100 or visit www.acas.org.uk

If Yes, please give the Acas early conciliation certificate number.

If No, why don't you have this number?

- Another person I'm making the claim with has an Acas early conciliation certificate number
- Acas doesn't have the power to conciliate on some or all of my claim
- My employer has already been in touch with Acas
- My claim consists only of a complaint of unfair dismissal which contains an application for interim relief. (See guidance)

Respondent 3

2.7 Name

Address

Postcode

2.8 Do you have an Acas early conciliation certificate number?

Yes No

Nearly everyone should have this number before they fill in a claim form. You can find it on your Acas certificate. For help and advice, call Acas on 0300 123 1100 or visit www.Acas.org.uk

If Yes, please give the Acas early conciliation certificate number

If No, why don't you have this number?

- Another person I'm making the claim with has an Acas early conciliation certificate number
- Acas doesn't have the power to conciliate on some or all of my claim
- My employer has already been in touch with Acas
- My claim consists only of a complaint of unfair dismissal which contains an application for interim relief. (See guidance)

3 Multiple cases

3.1 Are you aware that your claim is one of a number of claims against the same employer arising from the same, or similar, circumstances?

Yes No

If Yes, and you know the names of any other claimants, add them here. This will allow us to link your claim to other related claims.

4 Cases where the respondent was not your employer

4.1 Did you work for the respondent you're making your claim against?

Yes. Go to section 5 No. Go to section 8

5 Employment details

If you are or were employed please give the following information, if possible.

5.1 When did your employment start?

Is your employment continuing?

Yes No

If your employment has ended, when did it end?

If your employment has not ended, are you in a period of notice and, if so, when will that end?

5.2 Please say what job you do or did.

6 Earnings and benefits

6.1 How many hours on average do, or did you work each week in the job this claim is about? hours each week

6.2 How much are, or were you paid?

Pay before tax

£

Weekly

Monthly

Annually

Normal take-home pay

(Incl. overtime, commission, bonuses etc.)

£

Weekly

Monthly

Annually

6.3 If your employment has ended, did you work (or were you paid for) a period of notice? Yes No

If Yes, how many weeks, or months' notice did you work, or were you paid for?

weeks

months

6.4 Were you in your employer's pension scheme? Yes No

If Yes, give your employers weekly contributions

£

6.5 If you received any other benefits, e.g. company car, medical insurance, etc, from your employer, please give details.

7 If your employment with the respondent has ended, what has happened since?

7.1 Have you got another job? Yes No

If No, please **go to section 8**

7.2 Please say when you started (or will start) work.

7.3 Please say how much you are now earning (or will earn).

£

Weekly

Monthly

Annually

8 Type and details of claim

8.1* Please indicate the type of claim you are making by ticking one or more of the boxes below.

- I was unfairly dismissed (including constructive dismissal)
- I was discriminated against on the grounds of:
 - age
 - gender reassignment
 - pregnancy or maternity
 - sexual orientation
 - religion or belief
 - race (including colour, nationality, and ethnic or national origins)
 - disability
 - marriage or civil partnership
 - sex (including equal pay)
- I am making a whistleblowing claim including dismissal or any other unfair treatment after whistleblowing
- I am claiming a redundancy payment
- I am owed
 - notice pay
 - holiday pay
 - arrears of pay
 - other payments
- I am making another type of claim which the Employment Tribunal can deal with.
(Please state the nature of the claim. Examples are provided in the Guidance.)

8.2* Please set out the background and details of your claim in the space below.

The details of your claim should include **the date(s) when the event(s) you are complaining about happened**. Please use the blank sheet at the end of the form if needed.

A large, empty rectangular box with a thin black border, intended for the user to provide the background and details of their claim.

9 What do you want if your claim is successful?

9.1 Please tick the relevant box(es) to say what you want if your claim is successful:

- If claiming unfair dismissal, to get your old job back and compensation (reinstatement)
- If claiming unfair dismissal, to get another job with the same employer or associated employer and compensation (re-engagement)
- Compensation only
- If claiming discrimination, a recommendation (see Guidance).

9.2 What compensation or remedy are you seeking?

If you are claiming financial compensation please give as much detail as you can about how much you are claiming and how you have calculated this sum. (Please note any figure stated below will be viewed as helpful information but it will not restrict what you can claim and you will be permitted to revise the sum claimed later. See the Guidance for further information about how you can calculate compensation). **If you are seeking any other remedy from the Tribunal which you have not already identified please also state this below.**

10 Information to regulators in protected disclosure cases

- 10.1 If your claim consists of, or includes, a claim that you are making a protected disclosure under the Employment Rights Act 1996 (otherwise known as a 'whistleblowing' claim), please tick the box if you want a copy of this form, or information from it, to be forwarded on your behalf to a relevant regulator (known as a 'prescribed person' under the relevant legislation) by tribunal staff. (See Guidance).

Name of relevant regulator

11 Your representative

If someone has agreed to represent you, please fill in the following. We will in future only contact your representative and not you.

- 11.1 Name of representative

- 11.2 Name of organisation

- 11.3 Address

Postcode

- 11.4 DX number (if known)

- 11.5 Phone number

- 11.6 Mobile number (if different)

- 11.7 Their reference for correspondence

- 11.8 Email address

- 11.9 How would you prefer us to communicate with them? (Please tick only one box) Email Post

12 Disability

- 12.1 Do you have a physical, mental or learning disability or health condition that means you need support during your case? Yes No

If Yes, it would help us if you could say what this disability is and tell us what assistance, if any, you will need as your claim progresses through the system, including for any hearings that maybe held at tribunal premises.

We call these reasonable adjustments. Reasonable adjustments can include:

- documents in alternative formats, colours and fonts
- help with communicating, sight, hearing, speaking and interpretation
- access and mobility support if a hearing takes place in person

13 Details of additional respondents

Section 2 allows you to list up to three respondents. If there are any more respondents please provide their details here

Respondent 4

Name

Address

Postcode

Do you have an Acas early conciliation certificate number?

- Yes No

Nearly everyone should have this number before they fill in a claim form. You can find it on your Acas certificate. For help and advice, call Acas on 0300 123 1100 or visit www.acas.org.uk

If Yes, please give the Acas early conciliation certificate number.

If No, why don't you have this number?

- Another person I'm making the claim with has an Acas early conciliation certificate number
- Acas doesn't have the power to conciliate on some or all of my claim
- My employer has already been in touch with Acas
- My claim consists only of a complaint of unfair dismissal which contains an application for interim relief. (See guidance)

Respondent 5

Name

Address

Postcode

Do you have an Acas early conciliation certificate number?

- Yes No

Nearly everyone should have this number before they fill in a claim form. You can find it on your Acas certificate. For help and advice, call Acas on 0300 123 1100 or visit www.acas.org.uk

If Yes, please give the Acas early conciliation certificate number.

If No, why don't you have this number?

- Another person I'm making the claim with has an Acas early conciliation certificate number
- Acas doesn't have the power to conciliate on some or all of my claim
- My employer has already been in touch with Acas
- My claim consists only of a complaint of unfair dismissal which contains an application for interim relief. (See guidance)

14 Additional information

You can provide additional information about your claim in this section.

If you're part of a group claim, give the Acas early conciliation certificate numbers for other people in your group. If they don't have numbers, tell us why.

General Data Protection Regulations

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>.

To receive a paper copy of this privacy notice, please call our Customer Contact Centre:

England and Wales: 0300 323 0196

Welsh speakers: 0300 303 5176

Scotland: 0300 790 6234

Please note: a copy of the claim form or response and other tribunal related correspondence may be copied to the other party and Acas for the purpose of tribunal proceedings or to reach settlement of the claim.



It is important to us that everyone who has contact with HM Courts & Tribunals Service, receives equal treatment. We need to find out whether our policies are effective and to take steps to ensure the impact of future policies can be fully assessed to try to avoid any adverse impacts on any particular groups of people. That is why we are asking you to complete the following questionnaire, which will be used to provide us with the relevant statistical information.

Your answers will be treated in strict confidence.

Thank you in advance for your co-operation.

Claim type

Please confirm the type of claim that you are bringing to the employment tribunal. This will help us in analysing the other information provided in this form.

- (a) Unfair dismissal or constructive dismissal
- (b) Discrimination
- (c) Redundancy payment
- (d) Other payments you are owed
- (e) Other complaints

Sex

What is your sex?

- (a) Female
- (b) Male
- (c) Prefer not to say

Age group

Which age group are you in?

- (a) Under 25
- (b) 25-34
- (c) 35-44
- (d) 45-54
- (e) 55-64
- (f) 65 and over
- (g) Prefer not to say

Ethnicity

What is your ethnic group?

White

- (a) English / Welsh / Scottish / Northern Irish / British
- (b) Irish
- (c) Gypsy or Irish Traveller
- (d) Any other White background

Mixed / multiple ethnic groups

- (e) White and Black Caribbean
- (f) White and Black African
- (g) White and Asian
- (h) Any other Mixed / multiple ethnic background

Asian / Asian British

- (i) Indian
- (j) Pakistani
- (k) Bangladeshi
- (l) Chinese
- (m) Any other Asian background

Black / African / Caribbean / Black British

- (n) African
- (o) Caribbean
- (p) Any other Black / African / Caribbean background

Other ethnic group

- (q) Arab
- (r) Any other ethnic group
- (s) Prefer not to say

Disability

The Equality Act 2010 defines a disabled person as 'Someone who has a physical or mental impairment and the impairment has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities'.

Conditions covered may include, for example, severe depression, dyslexia, epilepsy and arthritis.

Do you have any physical or mental health conditions or illnesses lasting or expected to last for 12 months or more?

- (a) Yes
- (b) No
- (c) Prefer not to say

Marriage and Civil Partnership

Are you?

- (a) Single, that is, never married and never registered in a same-sex civil partnership
- (b) Married
- (c) Separated, but still legally married
- (d) Divorced
- (e) Widowed
- (f) In a registered same-sex civil partnership
- (g) Separated, but still legally in a same-sex civil partnership
- (h) Formerly in a same-sex civil partnership which is now legally dissolved
- (i) Surviving partner from a same-sex civil partnership
- (j) Prefer not to say

Religion and belief

What is your religion?

- (a) No religion
- (b) Christian (including Church of England, Catholic, Protestant and all other Christian denominations)
- (c) Buddhist
- (d) Hindu
- (e) Jewish
- (f) Muslim
- (g) Sikh
- (h) Any other religion (please describe)
- (i) Prefer not to say

Caring responsibilities

Do you have any caring responsibilities, (for example; children, elderly relatives, partners etc.)?

- (a) Yes
- (b) No
- (c) Prefer not to say

Sexual identity

Which of the options below best describes how you think of yourself?

- (a) Heterosexual/Straight
- (b) Gay/Lesbian
- (c) Bisexual
- (d) Other
- (e) Prefer not to say

Pregnancy and maternity

Were you pregnant when the issue you are making a claim about took place?

- (a) Yes
- (b) No
- (c) Prefer not to say

Thank you for taking the time to complete this questionnaire.

Employment Tribunals check list

Please check the following:

1. Read the form to make sure the information given is correct and truthful, and that you have not left out any information which you feel may be relevant to you or your client.
2. Do not attach a covering letter to your form. If you have any further relevant information please enter it in the 'Additional Information' space provided in the form.
3. Send the completed form to the relevant office address.
4. Keep a copy of your form posted to us.

If your claim has been submitted on-line or posted you should receive confirmation of receipt from the office dealing with your claim within five working days. If you have not heard from them within five days, please contact that office directly. If the deadline for submitting the claim is closer than five days you should check that it has been received before the time limit expires.

You have opted to print and post your form. We would like to remind you that forms submitted online are processed much faster than ones posted to us. If you want to submit your claim online please go to www.gov.uk/employment-tribunals/make-a-claim

A list of our office's contact details can be found at the hearing centre page of our website at – www.gov.uk/guidance/employment-tribunal-offices-and-venues; if you are still unsure about which office to contact please call our Employment Tribunal Customer Contact Centre (Mon – Fri, 9am – 5pm) they can also provide general procedural information about the Employment Tribunals.

Customer Contact Centre:

England and Wales: 0300 323 0196

Welsh speakers: 0300 303 5176

Scotland: 0300 790 6234



EMPLOYMENT TRIBUNALS

Dawson Accountants Ltd.
Unit 2, Rawdon Business Park
Yeadon, Leeds
West Yorkshire
LS19 7BA

37 Vicarage Lane
Halifax
HX3 4XF
Tel: 07394002995

e-mail: WeetwoodET@justice.gov.uk

Case Number: 60043217/2024

Claimant
Ms D Barker

V

Respondent
Dawson Accountants Ltd.

NOTICE OF A CLAIM

IMPORTANT: To Dawson Accountants Ltd.

Ms D Barker has made an Employment Tribunal claim against you. A copy of the claim form is enclosed.

If you want to defend it, you must complete the response form and submit it to the Employment Tribunal. It must be received by the Tribunal Office by 25 April 2024. If it is not, a Judgment may be issued against you.

Please read this notice carefully.

How to respond to the claim

To respond, you **must** use the Tribunal's response form, a copy of which is enclosed. You can either fill this in and send it by post or complete it online. To complete it online, go to www.gov.uk/being-taken-to-employment-tribunal-by-employee. The link to the online form is in the section headed "Respond to a claim".

The response form for each respondent **must** be received by the Tribunal Office by **25 April 2024**. A judgment may be issued against a respondent who does not submit a response in time. If there is a hearing, that respondent will only be entitled to participate in it to the extent permitted by the Employment Judge.

You can apply for more time to submit your response. Any application must comply with rule 20 of the Employment Tribunals Rules of Procedure. An Employment Judge will decide whether or not to allow you more time.

There is more information about responding to a claim here:
www.gov.uk/government/publications/responding-to-a-claim-to-an-employmenttribunal-t422

If you do not have access to the internet, you can ask the Tribunal office dealing with the claim for a paper copy.

Useful information for claimants and respondents

This claim has the following case number: 1774032/2024. Whenever you write to the Employment Tribunal, you should give that number and copy your correspondence to the other side.

If you appoint a representative to act for you, please pass these documents to your representative as soon as possible. You remain responsible for ensuring that the representative deals with all matters promptly.

There is information about Employment Tribunal procedures, including case management and preparation, compensation for injury to feelings, and pension loss, here:

www.judiciary.uk/publications/employment-rules-and-legislation-practicedirections/

The Employment Tribunals Rules of Procedure are here:

www.gov.uk/government/publications/employment-tribunal-procedure-rules

ACAS

ACAS (whose services are free) may be able to help the parties resolve the matter at any time. Their helpline number is 0300 123 1100. See www.acas.org.uk/

Enclosures

A copy of the claim

A copy of the response form

Yours faithfully,

Thomas Brown



For the Tribunal Office

Date: 27 March 2024

cc ACAS



Response to an Employment Tribunal claim

IN THE CLAIM OF: Ms D Barker -v- Dawson Accountants Ltd.

Case Number: 60043217/2024
(please quote this in all correspondence)

This requires your immediate attention. If you want to resist the claim made against you, you must use the prescribed response form. Your completed form must reach the tribunal office within 28 days of the date of the attached Notice. If the form does not reach us by 25 April 2024 you will not be able to take part in the proceedings and a judgment may be entered against you under Rule 21.

Please read the **guidance notes** and the notes on this page carefully **before** filling in this form.

By law, you **must** provide the information marked with *

Please make sure that all the information you give is as accurate as possible.

Where there are tick boxes, please tick the one that applies.

You must return the full form, including this page, to the tribunal office.

Response form

Case number	
-------------	--

You must complete all questions marked with an *****

1 Claimant's name

1.1 Claimant's name

2 Respondent's details

2.1 Title, if applicable. Mr Mrs Miss Ms Other _____

2.2* Name of individual, company or organisation

2.3 Enter the company number, if applicable.

2.4 What type of employer is the respondent?

2.5 Name of contact

2.6* Address

Postcode

DX number (if known)

2.7 Phone number
Where we can contact you during the day

Mobile number (if different)

2.8 How would you prefer us to contact you?
(Please tick only one box) Email Post Whatever your preference please note that some documents cannot be sent electronically

2.9 Email address

- 2.10 Which types of hearing can you attend
Further details on video hearings can be found on the following link <https://www.gov.uk/guidance/hmcts-telephone-and-video-hearings-during-coronavirus-outbreak>
- I can take part in video hearings
 I can take part in phone hearings
- 2.11 How many people does this organisation employ in Great Britain?
- 2.12 Does this organisation have more than one site in Great Britain? Yes No
- 2.13 If Yes, how many people are employed at the place where the claimant worked?

3 Acas Early Conciliation details

- 3.1 Do you agree with the details given by the claimant about early conciliation with Acas? Yes No

If No, please explain why, for example, has the claimant given the correct Acas early conciliation certificate number or do you disagree that the claimant is exempt from early conciliation, if so why?

4 Employment details

- 4.1 Are the dates of employment given by the claimant correct? Yes No Not applicable

If Yes, please **go to question 4.2**

If No, please give the dates and say why you disagree with the dates given by the claimant

When their employment started / /

When their employment ended or will end / /

Do you want to provide any further information about the claimant's employment dates?

- 4.2 Is their employment continuing? Yes No Not applicable

- 4.3 Is the claimant's description of their job or job title correct? Yes No Not applicable

If Yes, please **go to Section 5**

If No, please give the details you believe to be correct

5 Earnings and benefits

5.1 Are the claimant's hours of work correct? Yes No Not applicable

If No, please enter the details you believe to be correct.

hours each week

5.2 Are the earnings details given by the claimant correct? Yes No Not applicable

If Yes, please **go to question 5.3**

If No, please give the details you believe to be correct below

Pay before tax
(Incl. overtime, commission, bonuses etc.)

£

Weekly Monthly Annually

Normal take-home pay
(Incl. overtime, commission, bonuses etc.)

£

Weekly Monthly Annually

5.3 Is the information given by the claimant correct about being paid for, or working a period of notice? Yes No Not applicable

If Yes, please **go to question 5.4**

If No, please give the details you believe to be correct below. If you gave them no notice or didn't pay them instead of letting them work their notice, please explain what happened and why.

5.4 Are the details about pension and other benefits e.g. company car, medical insurance, etc. given by the claimant correct? Yes No Not applicable

If Yes, please **go to Section 6**

If No, please give the details you believe to be correct.

6 Response

6.1* Do you contest all or part of the claim? Yes No

If No, please **go to Section 7**

If Yes, please set out the facts which you rely on to contest the claim.
(See Guidance - If needed, please use the blank sheet at the end of this form.)

7 Employer's Contract Claim

- 7.1 Only available in limited circumstances where the claimant has made a contract claim. (See Guidance)
- 7.2 If you wish to make an Employer's Contract Claim in response to the claimant's claim, please tick this box and complete question 7.3
- 7.3 Please set out the background and details of your claim below, which should include all important dates (see Guidance for more information on what details should be included)

8 Your representative

If someone has agreed to represent you, please fill in the following. We will in future only contact your representative and not you.

8.1	Name of representative	<input type="text"/>
8.2	Name of organisation	<input type="text"/>
8.3	Address	<input type="text"/>
	Postcode	<input type="text"/>
8.4	DX number (if known)	<input type="text"/>
8.5	Phone number	<input type="text"/>
8.6	Mobile phone	<input type="text"/>
8.7	Their reference for correspondence	<input type="text"/>
8.8	How would you prefer us to communicate with them? (Please tick only one box)	<input type="checkbox"/> Email <input type="checkbox"/> Post
8.9	Email address	<input type="text"/>
8.10	Which types of hearing can you attend Further details on video hearings can be found on the following link https://www.gov.uk/guidance/hmcts-telephone-and-video-hearings-during-coronavirus-outbreak	<input type="checkbox"/> I can take part in video hearings <input type="checkbox"/> I can take part in phone hearings

9 Disability

- 9.1 In the respondent party - are you aware of any physical, mental or learning disability or health conditions which requires support? Yes No I'm not sure yet

If Yes, tell us what this disability or condition is and what support that anyone in the respondent party, including representative and witnesses would need as the claim progresses through the system. Consider any hearings that may take place at tribunal buildings.

We know people with disabilities sometimes need support to access information and use our services. We call this a reasonable adjustment. Some reasonable adjustments need to be agreed by a judge, and you can discuss with the tribunal if your needs change.

Reasonable adjustments can include:

- documents in alternative formats, colours and fonts
- help with communicating, sight, hearing, speaking and interpretation
- **zylpha** mobility support if a hearing takes place in person

General Data Protection Regulations

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>.

To receive a paper copy of this privacy notice, please call our Customer Contact Centre - see details below

Please note: a copy of the claim form or response and other tribunal related correspondence may be copied to the other party and Acas for the purpose of tribunal proceedings or to reach settlement of the claim.

Customer Contact Centre

England and Wales: 0300 323 0196

Welsh speakers only: 0300 303 5176

Scotland: 0300 790 6234

(Mon - Fri, 9am -5pm), they can also provide general procedural information about the Employment Tribunals.

BETWEEN:-

DENISE BARKER

Claimant

AND

DAWSON ACCOUNTANTS LIMITED

Respondent

GROUND OF RESISTANCE

1. Unless stated otherwise, the claims are denied in their entirety.

Preliminary Considerations

2. The Claimant's Claim is insufficiently particularised, and the Respondent therefore reserves the right to amend its Grounds of Resistance upon receipt of further and better particulars.

The Parties

3. The Claimant was employed by the Respondent from 1 September 2022 until 20 January 2024 as a Senior Accountant. On 20 January 2024, the Claimant was dismissed with immediate effect.
4. The Respondent is a small, independent accountancy firm with 33 employees.

Background

5. When the Claimant first began working for the Respondent, she seemed excited about the work and growing with the Company. She had a significant number of years' experience, and the Respondent was optimistic about her potential contribution to the team.
6. In September 2023, the Respondent won a new contract with a new Client. This account was the largest the Firm had ever secured since the current MD, Matthew Dawson, took over the business. This was an exciting prospect for the Respondent which was received positively by most of its employees.

7. The Respondent allocated the new account to the Claimant by way of recognition for her initial enthusiasm and hard work. However, when Mr Dawson informed the Claimant of the news, her reaction was very disappointing. She was not excited about the prospects of the account and was very negative about the workload. She continued to grumble and sulk throughout the day which was very distracting to other members of staff and in turn, brought the morale of the office down.
8. Mr Dawson was very frustrated by this as the new account was such a positive prospect for the Respondent. Instead of exacerbating the situation with the Claimant, Mr Dawson simply let her calm down and did not raise this with her in a formal manner.
9. The following day, Mr Dawson held a team meeting and briefly mentioned that he recognised everyone's hard work and would appreciate if the employees remained fully invested in the future of the firm and its success. He said he was proud of what the firm had accomplished in winning the new account and that this could lead to more of the same if the Client was pleased with the Firm's performance. He assured the team that, although they may be slightly busier during this time, it would be worth it in the long-term.
10. During the meeting, the Claimant expressed her views that the new account was too much, and that the Respondent was "biting off more than it can chew". She stated that the team was already on track to hit target, therefore there was no need for the extra accounts. Mr Dawson responded that the Claimant should think bigger and focus on what the new accounts could do for the future of the Firm. He said that he thought that she would have shared his vision for the future of the Firm as she had done so before. The meeting was quickly adjourned after this
11. In the weeks following the meeting, the Claimant's performance declined significantly. She would arrive at work late and complain that she had not slept well. She was irritable with other members of the team, became increasingly difficult to work with, and was clearly unmotivated in terms of the work. For such a senior employee with such extensive experience, the Respondent found this to be incredibly frustrating and disappointing. Again, Mr Dawson remained lenient in relation to this behaviour and tried to support and encourage the Claimant where he could.
12. Mr Dawson began receiving a number of complaints from other staff members regarding the Claimant. They complained of her attitude and negativity and that this was draining on those around her. People were even requesting to be moved in the office so as to not sit close to her. One employee also complained that the Claimant was always using her fan and was dressing inappropriately for the office. Mr Dawson monitored the situation but did not issue any formal proceedings against the Claimant.
13. The Claimant's performance continued to decline, and she began making mistakes on the new account. Shannon Morris, a junior accountant who worked directly with the Claimant, had been the one to discover the Claimant's mistakes and rectify them before they led to

any significant issues. It was concerning to Mr Dawson that such a senior employee was making so many errors and that, had Miss Morris not discovered them, they may have caused significant issues with the account which could be detrimental to the Respondent's relationship with the Client. Over time, this caused some tension between the Claimant and Miss Morris, and she had complained to Mr Dawson on a number of occasions.

14. In September 2023, Mr Dawson had an informal discussion with the Claimant and raised his concerns regarding her performance and asked her if everything was ok. The Claimant responded that she had simply gotten to a certain age and that she wasn't sleeping very well and that she was sorry that her performance had not been up to the standard expected of her. Mr Dawson reassured the Claimant that he was not going to take any formal action at this time and that he was there to support her, however her performance needed to improve. The Claimant agreed and the meeting ended.
15. The Claimant's performance continued to waver. She was complaining regularly about how tired she was, and that the office was too warm. She was having regular arguments with other colleagues which was disrupting to the office environment and general morale of the team. In particular, her relationship with Miss Morris became very toxic which was having an impact on the new account.
16. In December 2023, the Claimant was required to submit the Client's accounts to Companies House before the deadline. This was a relatively simple task that the Claimant was more than qualified to undertake and should not have raised any issues. However, the Claimant made a significant error and failed to include one of the Client's data sets in the accounts which meant that the figures were completely incorrect. Thankfully, Miss Morris noticed the mistake before the final documents were submitted and was then able to rectify the accounts, however this did mean that she had to work excessive overtime to do so.
17. In January 2024, Mr Dawson received a formal complaint from Miss Morris regarding the Claimant. She informed Mr Dawson that they had had an argument in the office and that the Claimant had called Miss Morris "stupid" and "uneducated".
18. On 20 January 2024, Mr Dawson held a meeting with the Claimant and informed her that her performance and mistakes were simply not good enough and that she was just not the right fit for the team. The Claimant responded that she had received no support from the Respondent and that she had been struggling with her symptoms. The Claimant's termination of employment was confirmed via email later that day.

The Claims

Unfair Dismissal

19. The Claimant did not satisfy the qualifying period of employment under section 108 Employment Right Act 1996 and therefore does not have the right to bring the claim of unfair dismissal against the Respondent.
20. The Respondent denies that the dismissal of the Claimant was unfair.

Disability

21. The Claimant relies on Menopause as her disability.
22. The Respondent denies that the Claimant is disabled for the purposes of the Equality Act 2010.
23. If, which is denied, a Tribunal finds that the Claimant is disabled for the purposes of the Equality Act, the Respondent denies any actual or constructive knowledge of this disability.

Disability Discrimination

24. The Claimant has ticked disability discrimination at question 8.1 of the ET1 Claim Form.
25. The Claimant has however failed to particularise her claim for disability discrimination.
26. The Respondent seeks further and better particulars in this regard and reserves the right to amend its response upon receipt of the further information.
27. In any event, the claim for disability discrimination is denied.

Failure to make Reasonable Adjustments

28. The Respondent denies that it was required to make any reasonable adjustments for the Claimant under section 20 and 21 Equality Act 2010.
29. If, which is denied, a Tribunal finds that the Respondent was required to make reasonable adjustments, the Respondent denies that it failed to do so.

Age discrimination

30. The Claimant has ticked age discrimination at question 8.1 of the ET1 Claim Form.
31. The Claimant has however failed to particularise her claim for age discrimination.

32. The Respondent seeks further and better particulars in this regard and reserves the right to amend its response upon receipt of the further information.

33. In any event, the claim for age discrimination is denied.

Dated this 6th day of April 2024

Chadwick Lawrence

Solicitors for the Respondent



EMPLOYMENT TRIBUNALS

To: Denise Barker
Denisebarker71@gmail.co.uk

37 Vicarage Lane
Halifax
West Yorkshire
HX3 4XF
Tel: 07394002995

Dawson Accountants Ltd.
Unit 2, Rawdon Business Park
Yeadon, Leeds
West Yorkshire
LS19 7BA

e-mail: WeetwoodET@justice.gov.uk

Case Number: 60043217/2024

Claimant
Ms D Barker

V

Respondent
Dawson Accountants Ltd.

NOTICE OF PRELIMINARY HEARING FOR CASE MANAGEMENT BY VIDEO HEARING on 3 July 2024 at 09:00

1. There will be a preliminary hearing by video hearing on **3 July 2024**. The hearing will start at **09:00**.
2. You must read the enclosed information about hearings by video now. It tells you about information you must provide to the Tribunal now. It also tells you about how to prepare for and take part in the video conference.
3. Sometimes hearings start late or are cancelled at short notice. You will be told if this happens.
4. The hearing will last about 90 Minutes. If you think that is not long enough, you must write to the Tribunal as soon as possible.
5. At the hearing, an Employment Judge will discuss the claim and response. The Judge will make orders to prepare the claim for a hearing and will fix a date for the next hearing.
6. You or a representative must take part in the hearing. Even if you have a representative, you are encouraged to join the hearing yourself as well. If you do not join yourself, your representative must fully understand your case and be able to

answer any questions they are asked about it.

7. An agenda for the hearing is attached. You must fill it in and return it to the Tribunal, with a copy to the other side, seven days before the hearing.

8. The agenda shows what types of orders might be made at the hearing and what information you will be expected to provide at the hearing.

9. You must have a copy of the claim form, the response form and each person's completed agenda with you when you take part in the hearing.

10. If you have a disability that makes taking part in the hearing or communicating difficult, please tell the Tribunal office dealing with your case as soon as possible.

There is information about Tribunal hearings here:

www.gov.uk/government/publications/employment-tribunals-hearing-types-t425

There is information about Judicial Assessments here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislationpractice-directions/ under Presidential Guidance Rule 3 – Alternative Dispute Resolution

If you do not have access to the internet, paper copies can be obtained by telephoning the Tribunal office dealing with the claim.

Signed,

Thomas Brown

A handwritten signature in black ink, appearing to read 'T Brown', written in a cursive style.

For the Tribunal Office

Date: 10 May 2024



EMPLOYMENT TRIBUNALS

To: Denise Barker
Denisebarker71@gmail.co.uk

37 Vicarage Lane
Halifax
West Yorkshire
HX3 4XF
Tel: 07394002995

Dawson Accountants Ltd.
m.dawson@dawsonaccountants.co.uk

e-mail: WeetwoodET@justice.gov.uk

Date 10 July 2024

Case Number: 60043217/2024

Claimant
Ms D Barker

V

Respondent
Dawson Accountants Ltd.

NOTICE OF FINAL TRIBUNAL HEARING **on 20 November 2024 at 09:00**

1. There will be a Final Tribunal hearing at **Weetwood Hall Estate, Otley Road, Weetwood, Leeds, LS16 5PS** on **20 November 2024**. The hearing will start at **09:00**.

2. Sometimes hearings start late, are moved to a different address, or are cancelled at short notice. You will be told if this happens.

3. The hearing is to determine the claim and decide what compensation or other remedy should be awarded if the claim succeeds.

4. The case will be heard by an Employment Judge and two non-legal members.

5. **The hearing will last 1 Day.** If you think that is not long enough, you must write to the Tribunal as soon as possible.

6. You must make sure any witness who will be giving evidence for you at the hearing knows when it is and attends.

7. You may produce written representations even if you do not attend the hearing. If you do so, you must provide them to the Tribunal and the other side at least 7 days before the hearing. Written representations received after this deadline

might not be taken into account.

8. If you or anyone taking part in the hearing with you has a disability that makes taking part in the hearing or communicating difficult, please tell the Tribunal office dealing with your case as soon as possible.

9. When you come to the hearing, please tell the hearing clerk about any disability issues so they can arrange for a Personal Emergency Evacuation Plan to be set up.

Useful information

10. There is information about Tribunal hearings here:

[Employment tribunal - details about the hearing for claimants and respondents \(T425\) - GOV.UK \(\[www.gov.uk\]\(http://www.gov.uk\)\)](#)

If you do not have access to the internet, a paper copy can be obtained by telephoning the Tribunal office dealing with the claim.

11. There is information about Employment Tribunal procedures, including case management and preparation, compensation for injury to feelings, and pension loss, here:

[Practice Directions and Guidance for Employment Tribunals \(England and Wales\) - Courts and Tribunals Judiciary](#)

12. The Employment Tribunals Rules of Procedure are here:

[Employment tribunal procedure rules - GOV.UK \(\[www.gov.uk\]\(http://www.gov.uk\)\)](#)

13. All judgments (apart from judgments under rule 52) and any written reasons for the judgments are published, in full, online at [Employment tribunal decisions - GOV.UK \(\[www.gov.uk\]\(http://www.gov.uk\)\)](#) shortly after a copy has been sent to the claimants and respondents.

Signed,

Thomas Brown

A handwritten signature in black ink, appearing to be 'T Brown', written over a horizontal line.

For the Tribunal Office

cc ACAS

20th July 2024



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Ms Denise Barker
Dawson Accountants Ltd

v

ORDER AT PRELIMINARY HEARING

Heard at: Weetwood Employment Tribunal

On: 3 July 2024

CASE MANAGEMENT SUMMARY

Final hearing

- (1) All issues in the case, including remedy, will be determined at a final hearing before an Employment Judge sitting with Members at the Employment Tribunals in Weetwood Hall on 20 November 2024 starting at 9:00am or as soon as possible afterwards. The parties and their representatives, but not necessarily any other witnesses, must attend by 8:30am. The time estimate for the hearing is 1 day based on the Claimant intention to give evidence and the Respondent to call 3 witnesses, and on the following timetable:
- i. The 1st 30 minutes shall be for housekeeping and any applications. Thereafter, the Tribunal will read the witness statement and document in absence of the parties.
 - ii. The Claimant's case will go first and will give her witness statement. The Claimant's evidence (including cross examination re-examination and tribunal) will conclude following which the Respondent will commence its evidence. The Claimant's and Respondent's closing submissions will then follow and again be limited to 15 minutes. The Tribunal will then retire to consider its decision making in the absence of the parties.
 - iii. The Tribunal will return at 11:30am when oral judgement and reasons will be given.
- (2) The Claimant and Respondent **must** inform the Tribunal as soon as possible if they think that more or less time will be needed for the hearing.

Judicial mediation

- (3) The claimant is interested in judicial mediation and the respondent is not interested at present. If the situation changes and both parties are interested in mediation, they can write to the Tribunal to request that arrangements for a judicial mediation are made.

Claims and Issues

**these are draft issues only, identified for the purposes of this mock tribunal*

- (4) The Claimant claims she is disabled and relies on menopause as her protected characteristic. The Claimant claims that her dismissal was discriminatory and the Respondent failed to make any reasonable adjustments for her. The Respondent denies that the Claimant is disabled. The Respondent's position is that the Claimant was dismissed because of her poor performance and conduct.
- (5) The Respondent asserted that the Claimant did not have the requisite service to advance an unfair dismissal claim and asked the Tribunal to strike out the claim. The Claimant agreed that she did not have time served and agreed to withdraw this claim.
- (6) The Respondent outlined that the Claimant failed to particularise her claim for age discrimination. The Respondent sought further and better particulars from the Claimant at this hearing. The Claimant confirmed that she did not seek to advance this head of claim, and this was subsequently withdrawn.
- (7) The issues are as follows:
- (8) Was the Claimant a disabled person for the purposes of the Equality Act 2010 at the relevant time by reason of menopause?
 - i) In particular, at the relevant time, did the Claimant have a physical or mental impairment, namely suffering from menopause?
 - ii) if so, was it long-term?
 - iii) if so, did it have a substantial adverse effect (on that long-term basis) on the Claimant's ability to carry out normal day-to-day activities?
 - iv) did the Respondent know, or could it have been reasonably expected to know that the Claimant had a disability? The Respondent denies knowledge.
- (9) Failure to Make Reasonable Adjustments
 - i) Did the Respondent apply a provision criterion or practice (PCP) to the Claimant?
 - ii) The Claimant relies upon the following PCPs:
 - The requirement to work over contractual hours
 - The requirement to work from the office
 - The requirement to work in an open plan office with no cool areas
 - Practice not to provide additional equipment, such as a fan

- iii) In respect of each PCP relied upon, did that PCP put the Claimant at a substantial disadvantage in comparison with persons who are not disabled?
- iv) Did the Respondent know or ought it to have known that the Claimant was likely to be put at a substantial disadvantage by that PCP?
- v) Did the Respondent take such steps as were reasonable to avoid that disadvantage?

(10) Disability Discrimination - Section 15 of the Equality Act 2010

- i) Did the Respondent know, or could it have been reasonably expected to know that the Claimant had a disability?
- ii) Did the Respondent treat the Claimant unfavourably because of something arising in consequences of her disability? The Claimant relies on the dismissal as being an act of unfavourable treatment because her performance and conduct issues arose in consequence of her disability.
- iii) Can the Respondent show that the treatment was a proportionate means of achieving a legitimate aim?

Remedy

(11) What compensation, if any, should the Respondent be ordered to pay to the Claimant? If any?

(12) What financial losses has the Claimant sustained as a result of the dismissal or any acts of discrimination which the tribunal finds to be made out?

(13) Has the Claimant made reasonable attempts to mitigate her losses?

(14) Is the Claimant entitled to injury to feelings? And if so, how much?

All judgments and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

There is information about Employment Tribunal procedures, including case management and preparation, compensation for injury to feelings, and pension loss, here: <https://www.judiciary.uk/publications/employment-rules-and-legislation-practicedirections/>

The Employment Tribunals Rules of Procedure are here: <https://www.gov.uk/government/publications/employment-tribunal-procedure-rules>

You can appeal to the Employment Appeal Tribunal if you think a legal mistake was made in an Employment Tribunal decision. There is more information here: <https://www.gov.uk/appeal-employment-appeal-tribunal>

Employment Tribunal Judge

20 July 2024

Sent to the parties on:

21 July 2024

For the Tribunal Office:

Documents



01/09/2022

EMPLOYMENT CONTRACT

between

DAWSON ACCOUNTANTS LIMITED

and

DENISE BARKER

This agreement is dated

Parties

- (1) Dawson Accountants Limited, incorporated and registered in England and Wales with company number 20112024 whose registered office is at Dawson Accountants Limited, Unit 2, Rawdon Business Park, Yeadon, Leeds, West Yorkshire, LS19 7BA (**Company / we / us**);
- (2) Denise Barker of 37 Vicarage Lane, Halifax, West Yorkshire, HX3 4XF (**Employee / you**).

1. Commencement of employment

- 1.1 Your employment with the Company will commence on 01/09/2022. No employment with a previous employer counts towards your period of continuous employment with the Company.
- 1.2 The first 3 months of your employment shall be a probationary period and your employment may be terminated, by either party, during this period at any time on one week's notice or payment in lieu of notice. We may, at our discretion, extend the probationary period for up to a further 3 months. During the probationary period your performance and suitability for continued employment will be monitored.
- 1.3 If you are absent from work due to incapacity during your probationary period for a period which exceeds one week your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.
- 1.4 At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.
- 1.5 You consent to the transfer of your employment under this agreement to an Associated Employer at any time during your employment.

2. Job title

- 2.1 You are employed as Senior Accountant. Your duties will be communicated to you from time to time and may be set out in a job description.
- 2.2 You may be required to undertake other duties from time to time as we may reasonably require.
- 2.3 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.
- 2.4 You shall not work for anyone else while you are employed by the Company.

3. Place of work

- 3.1 Your normal place of work is Dawson Accountants Limited, Unit 2, Rawdon Business Park, Yeadon, Leeds, West Yorkshire, LS19 7BA or such other place within a reasonable travelling distance which we may reasonably require for the proper performance and exercise of your duties. You may be required to relocate temporarily or permanently to another location within a reasonable travelling distance upon reasonable notice being given to you.
- 3.2 During your employment you shall not be required to work outside the UK for any continuous period of more than one month.

4. Hours of work

Your normal working hours shall be 8.30 am to 5.30 pm Monday to Friday and these hours and days are not variable. However, you may be required to work such additional hours as are necessary for the proper performance of your duties. You acknowledge that you shall not receive further remuneration in respect of such additional hours.

5. Pay

- 5.1 Your basic salary is £67,000 per year which shall accrue from day to day at a rate of 1/260 of your annual salary. This daily rate shall be used if we have to calculate a day's pay, for example, if you take any unpaid leave, which is not subject to any specific method of calculation set out elsewhere in this contract. Your salary shall be payable monthly in arrears on or about the 29th of each month directly into your bank or building society account. This meets the national minimum wage requirements.

6. Deductions from wages

- 6.1 You agree that the Company reserves the right at any time during, or in event of termination to deduct from your salary any overpayment made and/or monies owed to the Company by you including but not limited to any excess holiday, outstanding loans, advances, relocation expenses, and the cost of repairing any damage or loss to the Company's property caused by the you.
- 6.2 This clause will not apply to any sums or benefits due to you by virtue of the Company's membership of the pension scheme.

7. Benefits

- 7.1 After successful completion of your probationary period, you may be provided with the following benefits during your employment, subject to any rules applicable to the relevant benefit.
- (a) Private Medical Insurance
 - (b) Life Assurance

- 7.2 Further details of these benefits are available from your manager.
- 7.3 We may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.

8. Holidays

- 8.1 Our holiday year runs between 01 January and 31 December. If your employment commences or terminates part way through a holiday year, your entitlement during that holiday year shall be calculated on a pro-rata basis.
- 8.2 Full-time employees shall be entitled to 28 days' paid holiday in each holiday year together with the usual public holidays in England and Wales or days in lieu where we require you to work on a public holiday. This entitlement shall be pro-rated for employees who work part-time hours.
- 8.3 All holiday requests must be approved in writing in advance by your line manager. You must give at least two weeks' notice of proposed holiday. No more than two weeks' holiday may be taken at any one time unless prior consent is obtained from a director. We may require you to take (or not to take) holiday on particular dates, including during your notice period.
- 8.4 You shall not carry forward any accrued but untaken holiday entitlement to a subsequent holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 8.5 We shall not pay you in lieu of untaken holiday except on termination of your employment. On termination we shall pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. Subject to clause 8.6 the amount of the payment in lieu will be calculated according to the formula in regulation 14 of the Working Time Regulations 1998.
- 8.6 If we have terminated or would be entitled to terminate your employment under clause 13 or if you have terminated your employment in breach of this agreement any payment due under clause 8.5 shall be limited to your statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 8.7 If on termination of your employment you have taken more holiday than your accrued holiday entitlement, we shall be entitled to deduct the excess holiday pay from any payments due to you.

9. Incapacity

- 9.1 If you are absent from work due to incapacity, you shall notify your manager of the reason for the absence as soon as possible but no later than one hour prior to your scheduled start time on the first day of absence.
- 9.2 In respect of absence lasting 7 or fewer calendar days you are not required to produce a medical certificate unless specifically so requested by us but must complete our self-certification form on return to work from such absence.
- 9.3 In respect of absence lasting more than 7 calendar days you must, on the eighth calendar day of absence provide us with a medical certificate stating the reason for absence and thereafter provide a like certificate each week to cover any subsequent period of absence. We reserve the right to ask you at any stage of absence to produce a medical certificate and/or to undergo a medical examination.
- 9.4 Subject to your satisfying the relevant requirements you shall receive Statutory Sick Pay (SSP).
- 9.5 You agree to consent to medical examinations (at our expense) by a doctor nominated by us should we so require.
- 9.6 If your incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Board of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Board may reasonably require. You shall if required by us, co-operate in any related legal proceedings and refund to us that part of any damages or compensation recovered by you relating to the loss of earnings for the period of your incapacity as the Board may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by us in respect of the period of incapacity.
- 9.7 Our rights to terminate your employment under the terms of this agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay, or other benefits.

10. Other paid leave

- 10.1 You may be eligible to take statutory maternity leave, statutory paternity leave, statutory adoption leave, shared parental leave, parental leave and parental bereavement leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:
- 10.2 Further details of such leave and your pay during such leave are set out in the Staff Handbook.

10.3 We may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

11. Lay-off and short-time working

11.1 If there is a reduced need for employees to perform work of a particular kind on a temporary or permanent basis, or any other occurrence which affects normal working, the Company shall be entitled to lay you off or impose short-time working for such period as the Company shall decide.

11.2 While you are laid off you shall not be required to work and shall have no right to remuneration subject to clause 11.5.

11.3 While you are on short-time working your working hours may be reduced as the Company sees fit and your remuneration shall be correspondingly reduced subject to clause 11.5.

11.4 The Company shall give as much notice as is reasonably practicable of lay-off or short-time working. Thereafter it shall give as much notice as is reasonably practicable of any further change to your hours including a return to normal working hours.

11.5 During any period of lay-off or short-time working the Company shall pay statutory guarantee pay in accordance with legislation in force from time to time.

12. Training

12.1 You will be required to complete all training and/or courses that we deem necessary to enable you to perform your role or comply with the Company's requirements. Further details will be provided to you by your manager within the first two months of your employment. Any additional training requirements or opportunities that arise after this period will be notified to you on an ad hoc basis.

12.2 Unless you are informed otherwise by the Company in writing with reasonable notice prior to undertaking the training or course, all training required under the clause above will be provided at the expense of the Company.

13. Termination and notice period

13.1 After successful completion of the probationary period referred to in clause 1, the prior written notice required to terminate your employment shall be as follows:

(a) From you to the Company: one calendar month's notice;

(b) From the Company to you:

(i) In the first year of continuous employment: two week's notice; and

(ii) After two complete years: one week for each complete year of continuous employment up to a maximum of 12 weeks' notice.

- 13.2 We may at our discretion terminate your employment without notice and make a payment of basic pay in lieu of notice.
- 13.3 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if we reasonably consider that you have committed any serious breach of your obligations as an employee or committed any act of gross misconduct, or if you cease to be entitled to work in the UK.

14. Confidential information

- 14.1 You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information. For the purposes of this clause 14, **confidential information** means any information or matter about the business or affairs of the Company or any of its business contacts or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement.
- 14.2 The restriction in clause 14.1 does not apply to:
- (a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
 - (b) use or disclosure that has been authorised by the Company, is required by law or by your employment.

15. Restrictive Covenants

- 15.1 In order to protect the Confidential Information and the Company's business connections to which you have access to, you covenant with us that you shall not:
- (a) for 6 months after Termination, solicit or endeavour to entice away from us the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
 - (b) for 6 months after Termination, offer to employ or engage or otherwise endeavour to entice away from us any Restricted Person;
 - (c) for 6 months after Termination, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;
 - (d) for 6 months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;
 - (e) for 6 months after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or

- (f) at any time after Termination, represent yourself as connected with us in any Capacity, other than as a former employee, or use any registered names or trading names associated with us.

15.2 The definitions and rules of interpretation in this clause apply in this agreement.

Board: the board of directors of the Company (including any committee of the board duly appointed by it).

Capacity: as agent, consultant, director, employee, worker, owner, partner or shareholder.

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the Company's business, products, affairs and finances for the time being confidential to us and trade secrets including, without limitation, technical data and know-how relating to our business or any of the Company's business contacts.

Garden Leave: any period during which we have required you not to do any work or contact our employees or business contacts.

Restricted Business: those parts of the Company's business with which you were involved to a material extent in the 12 months before Termination.

Restricted Customer: any firm, company or person who, during the 12 months before Termination, was a customer or prospective customer of the Company with whom you had contact in the course of your employment.

Restricted Person: anyone employed or engaged by us who could materially damage the Company's interests if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom you dealt in the 12 months before Termination in the course of your employment.

Termination: the termination of your employment with us howsoever caused.

15.3 None of the restrictions in clause 15.1 shall prevent you from:

- (a) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange;
- (b) being engaged or concerned in any business concern insofar as your duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or

- (c) being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned to a material extent in the 12 months before Termination.
- 15.4 The restrictions imposed on you by this clause apply to you acting:
 - (a) directly or indirectly; and
 - (b) on your own behalf or on behalf of, or in conjunction with, any firm, company or person.
- 15.5 The periods for which the restrictions in clause 15.1 apply shall be reduced by any period that you spend on Garden Leave immediately before Termination.
- 15.6 If, during your employment or before the expiry of the last of the covenants in this clause, you receive an approach or offer to be involved in any Capacity in a business which competes with any part or parts of the Company's business with which you are or have been involved to a material extent during your employment, you shall:
 - (a) notify us in writing of the fact of the approach or offer and the identity of the person making the approach or offer as soon as possible;
 - (b) if requested, provide a copy of any written offer as soon as possible; and
 - (c) give the person making the offer a copy of this clause within seven days of the offer being made.

The obligations contained in this clause 15.6 are continuing obligations and shall also apply if, at any time subsequent to the relevant approach or offer being made but before the expiry of the last of the covenants in this clause, the business making the offer or approach so competes with the Company's business.

- 15.7 Each of the restrictions in this clause are intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
- 15.8 If your employment is transferred to any firm, company, person or entity (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, you will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this clause, protecting the confidential information, trade secrets and business connections of the New Employer

16. Garden leave

- 16.1 Following notice to terminate by either party, we may place you on Garden Leave for the whole or part of the remainder of your employment.
- 16.2 During any period of Garden Leave:

- (a) we shall be under no obligation to provide any work to you and may revoke any powers you hold on our behalf;
- (b) we may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as we may decide;
- (c) you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (d) you shall remain an employee of ours and bound by the terms of this agreement (including any implied duties of good faith and fidelity);
- (e) you shall ensure that your manager knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) we may exclude you from our premises; and
- (g) we may require you not to contact or deal with (or attempt to contact or deal with) any officers, employees, consultants, clients, customers, suppliers, agents, distributors, shareholders, advisers or other business contacts of ours.

16.3 Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave.

16.4 Where you have been placed on Garden, Leave you shall not be required to return until the end of the Garden Leave period, any property provided to you as a contractual benefit for use during your employment

17. Company property

17.1 All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

17.2 Any Company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your manager at any time on request and in any event prior to the termination of your employment with the Company.

18. Repayment of training costs

18.1 From time to time the Company may pay for you to attend training courses. In consideration of this, you agree that if your employment terminates after the Company has incurred liability for the cost of you doing so you will be liable to repay some or all of the fees, expenses and other costs (the Costs) associated with such training courses.

- 18.2 Save in the circumstances set out below, you shall repay the Company as follows:
- (a) if you cease employment before you attend the training course but the Company has already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that the Company cannot recover from the course provider shall be repaid;
 - (b) if you cease employment during the training course or within 12 months of completing the training course, 100% of the Costs shall be repaid;
 - (c) if you cease employment more than 12 months but no more than 24 months after completion of the training course, 50% of the Costs shall be repaid;
 - (d) if you cease employment more than 24 months but no more than 36 months after completion of the training course, 25% of the Costs shall be repaid.
 - (e) Thereafter, no repayment shall be required.
- 18.3 You shall not be required to repay any of the Costs under this clause if:
- (a) the Company terminates your employment, except where it was entitled to and did terminate your employment summarily; or
 - (b) you terminate your employment in response to a fundamental breach by the Company.
- 18.4 You agree to the Company deducting the sums under this clause from your final salary or any outstanding payments due to you.
- 18.5 You agree that if the Company waives your obligation to repay the Costs under this clause, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify the Company on a continuing basis in relation to any such tax.

19. Disciplinary and grievance procedures

- 19.1 You are subject to our disciplinary and grievance procedures, copies of which are set out in the Staff Handbook. These procedures do not form part of your contract of employment.
- 19.2 If you want to raise a grievance, you may apply in writing to your manager in accordance with our grievance procedure.
- 19.3 If you wish to appeal against a disciplinary decision you may apply in writing to a designated manager in accordance with our disciplinary procedure.
- 19.4 We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

20. Pensions

- 20.1 The Company will comply with the employer pension duties owed to you in accordance with Part 1 of the Pensions Act 2008.
- 20.2 A contracting-out certificate is not in force in respect of your employment.

21. Data protection

- 21.1 We will collect and process information relating to you in accordance with the privacy notice which will be provided separately to you. You are required to sign and date the privacy notice, and return to us.
- 21.2 You shall comply with our data protection rules and any policies in place from time to time when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of ours.
- 21.3 Failure to comply with our data protection rules and policies may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

22. Collective agreements

There is no collective agreement which directly affects your employment.

23. Changes to your terms of employment

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

24. Third party rights

No one other than you and the Company shall have any right to enforce any terms of this agreement.

25. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed (Employee)

Date

Signed on behalf of Company

Date

From: Wendy Clark <w.clark@dawsonaccountants.co.uk>
Sent: 18 January 2024 13:03
To: Matthew Dawson <m.dawson@dawsonaccountants.co.uk>
Subject: RE: Meeting

Hi Matt,

Thanks for letting me know.

I will have that sorted.

Best,

Wendy

Wendy Clark

HR Manager



Unit 2, Rawdon
Business Park, Yeadon,
Leeds, LS19 7BA

 w.clark@dawsonaccountants.co.uk
 www.dawsonaccountants.co.uk
 0113 557 8022



From: Matthew Dawson <m.dawson@dawsonaccountants.co.uk>
Sent: 18 January 2024 10:27
To: Wendy Clark <w.clark@dawsonaccountants.co.uk>
Subject: RE: Meeting

Hi Wendy,

I have been snowed under lately with a number of things.

I am planning to speak with her on the 20th, can you prepare the termination email to her please.

Matt

From: Wendy Clark <w.clark@dawsonaccountants.co.uk>
Sent: 11 January 2024 15:33
To: Matthew Dawson <m.dawson@dawsonaccountants.co.uk>
Subject: RE: Meeting

Hi Matt,

I couldn't agree more. Especially now Shannon's complained too, what did she say to Shannon? Call me later to explain.

Let me know if you want me to send out the termination email.

Best,

Wendy

Wendy Clark

HR Manager



Unit 2, Rawdon
Business Park, Yeadon,
Leeds, LS19 7BA

✉ w.clark@dawsonaccountants.co.uk

🌐 www.dawsonaccountants.co.uk

☎ 0113 557 8022



From: Matthew Dawson <m.dawson@dawsonaccountants.co.uk>

Sent: 11 January 2024 11:42

To: Wendy Clark <w.clark@dawsonaccountants.co.uk>

Subject: RE: Meeting

Hi Wendy,

I am really struggling with Denise here.

I have spoken to her about her performance before and she clearly hasn't taken much notice because it is still not up to scratch. In addition to that, her conduct is very questionable. Since I spoke to her, about 4/5 members of her team have verbally complained about how she isn't a team player, that she makes things more difficult for them by constantly complaining about their work, she gets irritated by them, making them feel uncomfortable and one person even saying that she brings down the team morale with her poor behaviours.

I've now got this fat complaint from Shannon, who appears to be at her wits end with Denise's behaviour. From Shannon's complaint, I gather Denise has made some very personal attacks here about her.

Honestly Wendy, I think we have given her more than enough opportunities to improve. In truth, she simply doesn't share our visions, and this was evident from her

lack of enthusiasm when I discussed our firm's future with the team last year, and nor is she helping us get to where we want. I just don't think she is the right fit for this company and I am not willing to risk losing any of the others because of her poor behaviour and attitudes towards them.

She hasn't been here long enough, so I will tell her that we have received a formal complaint from Shannon and that it simply isn't working out and that we don't think she is a good fit for the company so we will be letting her go.

Thanks Wendy

Matt

Matthew Dawson

Managing Director



Unit 2, Rawdon
Business Park, Yeadon,
Leeds, LS19 7BA

 m.dawson@dawsonaccountants.co.uk

 www.dawsonaccountants.co.uk

 0113 557 8013



From: Matthew Dawson <m.dawson@dawsonaccountants.co.uk>

Sent: 09 September 2023 11:44

To: Wendy Clark <w.clark@dawsonaccountants.co.uk>

Subject: Meeting

Hi Wendy,

Just had a chat with Denise. Seemed to take onboard what I said so we'll see how it goes...

Thanks,

Matt

Matthew Dawson

Managing Director



Unit 2, Rawdon
Business Park, Yeadon,
Leeds, LS19 7BA

 m.dawson@dawsonaccountants.co.uk
 www.dawsonaccountants.co.uk
 0113 557 8013



From: Wendy Clark <w.clark@dawsonaccountants.co.uk>
Sent: 05 September 2023 12:01
To: Matthew Dawson <m.dawson@dawsonaccountants.co.uk>
Subject: RE: Meeting

Hi Matt,

I'm well thanks, I hope you are too.

Of course, I'll get that set up for you.

Best,

Wendy

Wendy Clark

HR Manager



Unit 2, Rawdon
Business Park, Yeadon,
Leeds, LS19 7BA

 w.clark@dawsonaccountants.co.uk
 www.dawsonaccountants.co.uk
 0113 557 8022



From: Matthew Dawson <m.dawson@dawsonaccountants.co.uk>

Sent: 05 September 2023 11:24

To: Wendy Clark <w.clark@dawsonaccountants.co.uk>

Subject: Meeting

Hi Wendy,

Hope you're well.

Are you free for a quick chat regarding Denise? I've had a few complaints about her attitude and noticed she's dropped the ball lately.

Thanks,

Matt

Matthew Dawson

Managing Director



Unit 2, Rawdon
Business Park, Yeadon,
Leeds, LS19 7BA

 m.dawson@dawsonaccountants.co.uk
 www.dawsonaccountants.co.uk
 0113 557 8013





Lynn

09 SEPTEMBER 2023, 2:41 PM

Lynn I'm so fucking angry just
come out the meeting!!! 😡😞

Why darling what happened????
Xxxxxx

I'm not ok!!! I told him everything

I've actually had enough now they
don't care about me all matt cares
about is making money

What !!! That's so bad I can't
believe you're having to put up
with this. Do you want to come
round for a glass of wine tonight
🍷😍 xxxxxxxxxxxx

Typical man doesn't know how to
handle anything 😞😞😞xxxx



Enter your message...



From: Wendy Clark <w.clark@dawsonaccountants.co.uk>

Sent: 20 January 2024 16:25

To: Denise Barker <d.barker@dawsonaccountants.co.uk>

Subject: RE: Termination

Dear Denise,

Further to your conversation with Matt, the decision has been taken to terminate your employment. Having spoken to Matt, we don't think that this is working out. Your performance has not been of the standard that we'd expect and we don't think that you are really the right fit for the office. Whilst we appreciate that you have apologised for the incident with Shannon, this kind of conduct is absolutely not what we expect from our employees.

Following the incident with Shannon, we don't really think that it is appropriate to have you in the office, so we will pay you in lieu of your notice period.

I'll send over your p45 shortly. Whilst we regret that this has not worked out, we wish you the best of luck for the future.

Regards,

Wendy

Wendy Clark

HR Manager



Unit 2, Rawdon
Business Park, Yeadon,
Leeds, LS19 7BA

 w.clark@dawsonaccountants.co.uk
 www.dawsonaccountants.co.uk
 0113 557 8022



Disability

HALIFAX CENTRAL
GP CENTRE
HALIFAX
HX1 2DF

HALIFAX CENTRAL GP CENTRE

**please note that this has only been formulated for the purposes of the Mock Tribunal, the information in this document is not intended to be accurate in relation to HRT or otherwise*

Ms Denise Barker
37 Vicarage Lane,
Halifax,
West Yorkshire,
England,
HX3 4XF

Dear Ms Barker

RE: Letter from GP, regarding current prognosis

In brief, the patient has been with the surgery for over 20 years. She is generally of good health, with no ongoing long-term issues except for the current diagnosis.

In the spring of 2023, the patient came into the surgery complaining of symptoms that related to menopause. Having examined her and taking into account that her symptoms started in late autumn/early winter of 2022, I was of the view that she ought to commence Hormone Replacement Therapy (“HRT”).

She started on a low dosage of HRT, which was increased to 200mg from September 2023.

For completeness, the patient complained of the following symptoms: night sweats, generally feeling hot throughout the day, unable to sleep, loss of concentration/focus, irritability, poor/low mood, tiredness, fatigue, low appetite, dehydration.

I confirm this is accurate and formulated with the details I have available on my electronic records, and based on the interactions I have had with the patient in Practice.

Provided by: DR HASHAM KHAN

Signed: DR HASHAM KHAN

Dated: 5 May 2024

Impact statement – Ms Denise Barker

The claimant says the disability is: menopause.

I am relying on menopause as my disability.

I have been diagnosed with menopause as of spring 2023 and continue to suffer with the symptoms.

My symptoms include:

- Lack of sleep
- Fatigue
- Irritability
- Low mood
- Night sweats
- Poor appetite
- Lack of concentration

At all material times, these symptoms affected my daily life. Particularly, I was unable to sleep regularly, and this still continues. This impacts my concentration levels and my mood. I suffer from fatigue and result in mismanaging my food intake. In turn, this affects my energy levels, often adding to me cancelling plans with family, having arguments with my children, withdrawing to my bedroom because I am too tired.

These symptoms also affect my ability to concentrate on reading and digesting the information properly. I no longer enjoy reading my books. I know these symptoms also affected how I interacted with colleagues, following instructions, and preparing documents. It was exceptionally difficult for me to navigate my “old” life, with these persisting symptoms.

My symptoms started around autumn 2022 and I still have them now, although I feel over the last 12 months or so, they have increased. I am currently on 200mg HRT per day, and have been on this medication as of April 2023, and on the higher dosage since September 2023. I don't know how I would cope without the medication.

Financial Information

Dawson Accountants Ltd.

Unit 2, Rawdon Business Park,
Yeadon, Leeds, West Yorkshire, LS19 7BA

Denise Barker

37 Vicarage Lane, Halifax, West Yorkshire, HX3 4XF

Phone: 07394002995

Email: denisebarker71@gmail.co.uk



Employee No.	Employee Name	Process Date	NI Number
241	Denise Barker	29.09.2023	PH616825D

Payments	Amount	Deductions	Amount
Salary	5583.33	PAYE Tax	1186
Bonus		0 National Insurance	342.05
		Pension	930.75
Tax Code:	1257L	Net Pay	3124.2

Dawson Accountants Ltd.

Unit 2, Rawdon Business Park,
Yeadon, Leeds, West Yorkshire, LS19 7BA

Denise Barker

37 Vicarage Lane, Halifax, West Yorkshire, HX3 4XF

Phone: 07394002995

Email: denisebarker71@gmail.co.uk



Employee No.	Employee Name	Process Date	NI Number
241	Denise Barker	29.08.2023	PH616825D

Payments	Amount	Deductions	Amount
Salary	5583.33	PAYE Tax	1186
Bonus		0 National Insurance	342.05
		Pension	930.75
Tax Code:	1257L	Net Pay	3124.2

Dawson Accountants Ltd.

Unit 2, Rawdon Business Park,
Yeadon, Leeds, West Yorkshire, LS19 7BA



Denise Barker

37 Vicarage Lane, Halifax, West Yorkshire, HX3 4XF
Phone: 07394002995
Email: denisebarker71@gmail.co.uk

Employee No.	Employee Name	Process Date	NI Number
241	Denise Barker	29.07.2023	PH616825D

Payments	Amount	Deductions	Amount
Salary	5583.33	PAYE Tax	1186
Bonus	500	National Insurance	342.05
		Pension	930.75
Tax Code:	1257L	Net Pay	3624.2

BETWEEN:-

DENISE BARKER

Claimant

AND

DAWSON ACCOUNTANTS LIMITED

Respondent

SCHEDULE OF LOSS

THE CLAIMANT RESERVES THE RIGHT TO AMEND THIS SCHEDULE OF LOSS UP TO AND INCLUDING THE DATE OF FINAL HEARING

Claimant's Date of Birth:	21 April 1971
Date of Commencement of Employment:	1 September 2022
Effective Date of Termination ("EDT"):	20 January 2024
Claimant's age at EDT:	52
Number of years' service at EDT:	1
Claimant's annual salary	£67,000
Average Weekly Salary (Gross):	£1,288
Average Monthly Salary (Net):	£4,018
Average Weekly Salary (Net):	£927
Pension Contribution (Net):	£43.17
Date new employment commenced:	5 August 2024
New Salary:	£55,000
New Weekly Salary (NET):	£797
Date of Tribunal Hearing:	20 November 2024

	<u>COMPENSATORY AWARD</u>		
1.1	<p>Loss of Earnings</p> <p>The Claimant seeks loss of earnings from EDT to the date new employment began (5 August 2024)</p> <p>Average Net Salary of £927 per week x 28 weeks = £25,956</p> <p>Pension - £43.17 per week x 28 weeks = £1,208.76</p>	<p>£25,956 + £1,208.76</p>	<p>£27,164.76</p>
1.2	<p>Future Loss of Earnings</p> <p>The Claimant seeks ongoing future loss of earnings due to difference in salary from 5 August 2024 to 5 August 2025.</p> <p>52 weeks x £130 = £6,760</p>	<p>£6,760</p>	<p>£6,760</p>
	SUB TOTAL		£33,924.76
	<p>ACAS</p> <p>The Claimant claims an uplift on the compensatory award of 25% for the Respondent's failure to adequately deal with the Claimant's grievance further to the ACAS Code of Conduct.</p> <p>£33,924.76 x 25% = £8,481.19</p>	<p>£33,924.76 + £8,481.19</p>	<p>=£42,405.95</p>
	SUB TOTAL		£42,405.95

	<u>INJURY TO FEELINGS</u>		
2.1	<p>Injury to Feelings</p> <p>The Claimant claims compensation within the middle Vento band in relation to the claim of disability discrimination</p>	<p>£20,000.00</p>	<p>£20,000.00</p>

Total

£62,405.95

Interest

On sums awarded as the tribunal considered appropriate.

Statements

Denise Barker Witness Statement

In September 2022, after leaving a much bigger firm, I joined Dawson Accountants. At the start, I was excited to join the firm. Matt, the MD, seemed to have big visions for the firm's direction. He also seemed to really value my skills and experience.

I have over thirty years of experience as an accountant and I take great pride in my work. I am incredibly detail-orientated and before the period at Dawson Accountants, I had never received negative feedback on the work that I had produced.

However, at the time of joining the Company, I began struggling with menopause symptoms. These symptoms got progressively worse into 2023 and began to have an increasingly profound impact on my ability to perform my work.

At the onset of the symptoms, I was still able to perform my job. I was excited by a fresh start in a new job and I admired Matt's vision for the direction of the company. As such, I got fully behind his vision. I pushed through the onset of my symptoms and tried my best to do my best work. For the first few months, I felt that I did just that. My standard of work was high and Matt was pleased with what I was producing.

However, around six months into the job and into the symptoms, I was wavering. The cumulative effort of trying to push through my symptoms and prove myself for the first few months finally caught up with me. I felt like I'd been hit by a tonne of bricks. I was struggling to sleep at night from the night sweats and the insomnia, which meant that I was exhausted at work during the day. I also found that during the day, my memory and concentration suffered. My brain felt foggy and tired all the time. I felt generally exhausted, physically and mentally. This obviously put a strain on my work. Tasks that I'd been able to do with ease before suddenly seemed much harder, and my enthusiasm for new accounts and growing the business was replaced with a gnawing worry about how on earth I was going to get it all done. I had always been someone who took great pride in my work, and I found it extremely frustrating that I didn't feel that I could keep up to that standard.

I did attempt to get treatment. I went to my doctor in the Spring and got prescribed HRT. This went some way to reducing the severity of some of my symptoms, but I was ultimately I was still exhausted, still burning up, and still struggling to focus.

The first time I think anyone at work picked up on the fact that I was struggling was in the Autumn of 2023. We'd just won a big account, the biggest since Matt had taken over the firm, and everyone seemed incredibly excited about it. Not only was it the biggest account Matt had won, but we also stood to win business from the client's group companies if they were happy with our work. I hadn't played a large role in winning the account, so I was surprised when Matt put me in charge of it. I was also worried about how I was going to take it on. I hadn't played a big role in winning the account in the first place because I'd been so run down, and I'd spent the last week up all night, every night. Instead of excitement, my first reaction in being given the account was concern. Matt picked up on this. He didn't say anything, but I could tell he was disappointed that I didn't share in his excitement. I hated feeling that he was disappointed in me, and I still wanted to try and be a team player, so I agreed to take it on.

The next day in the team meeting, Matt announced that I was going to be in charge of the new account. I remember that he expressed his excitement for what this could mean for the future of the firm if it led us to new business, but that he prefaced this with the fact that we were all going to have to knuckle down for a few weeks to give it our full attention and best work. I just felt an overwhelming sense of dread. Wary that the others were all super excited, I raised whether we really needed to be looking to win new accounts when we'd already reached our targets for the year. I was coming from a point of practical concern about how I was going to hit the level of expectation that he had for the firm, but I know that it came out sounding defeatist. I tried to correct myself for sounding like I didn't care and told the room that I was just really tired and a bit worried that we were biting off more than we could chew. Shannon, my junior, chimed in. She said that she sympathised with me, as she'd been up every night with her son, but that if she could still put in the work for a few more weeks, there was no reason I couldn't. It was just like she couldn't possibly fathom that I could be struggling just as much or more than her, so I just didn't argue back.

The next few weeks were really tough and I admit that I dropped the ball. For the first time in my career, I made some stupid, silly mistakes on the new account. I felt so frustrated at myself because I felt like I was trying so hard to do simple calculations that I'd been doing for my entire career, and now my mistakes were having to be rectified by Shannon, who was supposed to be my junior. I tried to apologise to her and explain that I was just really tired, and that this wasn't like me, but she wouldn't hear any of it. By this time, I was starting to sound like a broken record. I was so fed up of having to feel tired all the time, and having to explain that I was tired all the time, so I don't really blame her for being fed up of hearing about it.

Matt caught wind of the fact that I wasn't performing and he called me into a meeting. I was hopeful that if I could maybe just explain what I was experiencing then he might understand and might not be so disappointed that I wasn't performing like the person he hired. I also hoped that he might try to do something about it. He opened that I'd dropped the ball and asked if anything was going on. I told him about the fact that I'd gotten to a certain age and was struggling with all of my symptoms. He seemed satisfied once I'd agreed that I'd dropped the ball and agreed to do my best going forward. He didn't ask any more questions to clarify anything. I think that he probably didn't really want to ask me any more questions because he felt uncomfortable.

Matt could have told as much as I'd been experiencing menopause, but the company didn't do anything. Matt joked about me "popping pills" when he saw what was my HRT medication and my other colleagues complained about the hum of the fan that I'd brought in, so I felt self-conscious about having it on. I felt generally that the rest of the team were irritated by me. I know that I complained a lot, and that they'd had to pick up my work, but it wasn't anything that I could help, and I just wished that they knew that.

Even though I'd assured Matt that I'd do my best and that I'd be back to my old self, I made a really big error on the new account. We were coming up to Year End and I had to submit the accounts to Companies House. I'd done this dozens of times before, it was a simple enough task and I'd never had difficulty with it before. However, that week, my symptoms were particularly bad. I couldn't sleep, couldn't concentrate, I was burning up at the office all the time, and I left out a data set from my calculations. Thankfully, Shannon spotted the mistake. Less thankfully, she and another colleague had to completely re-do the calculations, and then check everything else that I'd submitted. I was so exhausted and embarrassed, and I felt particularly horrid that they'd had to work overtime to correct my mistake.

Coming back into work in the new year, I was hesitant to see Shannon. Quite honestly, I was embarrassed. She was my junior, yet she was the one spotting my junior-level mistakes, not the other way round. I also just felt awful that she'd had to work extra time. I was worried that any relationship we'd had, although limited, would never really recover from her having to work so much overtime to correct my mistake. I decided just not to broach the subject because I had no idea how to handle it and tried to just go about work as normal without mentioning it.

However, later that day, I must've said something about being tired, and she snapped at me. She responded that if I was tired, so was she, and so was everyone else, and yet they weren't complaining, even though she'd had to work overtime to sort out my work. I snapped back. I regret what I said, but I was just so upset and tired and frustrated at myself. I felt like I'd told Matt that I was struggling and he hadn't done anything to help, and I just felt like nobody at work understood. I think that I just felt humiliated and angry at myself for not being able to do better, but it came out as anger at her. I made a mean comment about her intelligence and her education which was totally uncalled for, and doesn't at all reflect what I think about her and her work. I still think about it now and I deeply regret it.

Following this, I got called into a meeting with Matt, who told me that Shannon had, quite understandably, made a complaint about me. I owned up to my comments and I expressed deep remorse for the personal comments that I'd made. I tried to explain myself and tell him how much I'd been struggling and how isolated and unsupported I felt, but he pressed on and expressed his concern about whether I was the right fit for the firm. A few hours later, Wendy emailed me explaining that I was dismissed and that I just wasn't a good fit, and that my conduct couldn't be excused.

BETWEEN:-

DENISE BARKER

Claimant

AND

DAWSON ACCOUNTANTS LIMITED

Respondent

MATTHEW DAWSON WITNESS STATEMENT

1. When I first hired the Respondent, she seemed excited about the work and growing with the Company. She had a significant number of years' experience, and I was optimistic about her potential contribution to the team, and I thought that the other members of staff could learn a lot from her.
2. We got along really well at first, she was very positive and had a good relationship with the team. Her work was great, she did not receive any complaints from Clients and was always on top of her deadlines.
3. In September 2023, we won a new contract with a new Client which was the largest the Firm had ever secured since I took over the business as MD. This was a huge achievement for me and the team and everyone seemed really excited about the prospects of the account and what this could mean for the future.
4. Because I was so impressed with the Claimant's initial contributions to the team, I wanted to allocate the new account to her as a way of recognition for her hard work. I thought that she would be excited about this, however, when I delivered the news, her reaction was quite disappointing. She complained that the workload would be too much and that she didn't have time. I reassured her that she would have Shannon's assistance with this and that her workload would be managed to ensure that she was not over-burdened. This didn't seem to appease her, and the Claimant continued to sulk about this for this for the remainder of the day. This was incredibly frustrating for me. The rest of the office were so excited about the

new account and the general feeling in the team was very positive and all she did was complain and bring the mood down.

5. Despite my disappointment with the Claimant's attitude, I did not want to exacerbate the situation and I instead let the Claimant calm down and planned to re-visit the conversation at a later date. I didn't think that the issue required any formal proceedings and just assumed that the Claimant was having an 'off' day.
6. The following day, I held a meeting with the team and made sure to thank everyone for their hard work and contributions as they were clearly paying off by evidence of our new Client. I told everyone that I was really proud of how far we had come as a firm and that the new account could lead to more of the same if we set a good example. I asked everyone to remain fully invested in the future of the firm and assured them that it would be worth all the hard work.
7. The Claimant then rudely interrupted the meeting by announcing her opinion that the new account was too much and that we were 'biting off more than we could chew'. She said that there was no need for the extra accounts as we were already on track to hit target. This was really frustrating as she was being so negative and really ruined the morale in the meeting. I told her that she wasn't thinking big enough and that as a firm we would always strive to be bigger and better. We needed to look at what the new accounts could do for the future of the firm and that I thought she shared this vision for the future of the firm.
8. After this, the atmosphere of the meeting was very awkward and negative so we brought it to an end.
9. In the weeks following the meeting, the Claimant's performance declined significantly. She would arrive at work late and complain that she had not slept well. She was irritable with other members of the team, became increasingly difficult to work with, and was clearly unmotivated in terms of the work. For such a senior employee with such extensive experience, I found this to be incredibly frustrating and disappointing. I tried to encourage her and offer support where I could but nothing seemed to help. It seemed as though her attitude and behaviour had completely changed from when she first joined the firm.
10. In light of this, I began receiving a number of complaints from other staff members regarding the Claimant. They complained of her attitude and negativity and that this was draining to have to listen to every day. People were even requesting to be moved in the office so as to not sit close to her. One employee also complained that the Claimant was always using her fan and was dressing inappropriately for the office. I didn't want to have to take any formal proceedings against the Claimant as these just seemed like petty arguments between staff but I was keeping a close eye on the situation.
11. The Claimant's performance continued to decline, and she began making mistakes on the new account. Shannon, a junior accountant who worked directly with the Claimant, had been the one to discover the Claimant's mistakes and rectify them before they led to any

significant issues. It was concerning that such a senior employee was making so many errors and that, had Shannon not discovered them, they may have caused significant issues with the account which could be detrimental to our relationship with the Client. Over time, this caused some tension between the Claimant and Shannon. Shannon had come to me on many occasions and had complained about the Claimant and the mistakes that she was making. She made it very clear that she no longer wanted to work with the Claimant because of her attitude and lack of effort and in her words she was 'sick of picking up the slack'.

12. In hopes of improving the situation, I had an informal chat with the Claimant in September 2023 to check that everything was ok. I explained my concerns with her performance and attitude and the Claimant responded that she had simply gotten to a certain age and that she wasn't sleeping very well and that she was sorry that her performance had not been up to the standard expected of her. I reassured the Claimant that I was not going to take any formal action at this time and that I was there to support her, however her performance needed to improve. The Claimant agreed and the meeting ended. I really thought that I had gotten through to her and was optimistic about matters improving.
13. The Claimant's performance continued to waver. She was complaining regularly about how tired she was, and that the office was too warm. She was having regular arguments with other colleagues which was disrupting to the office environment and general morale of the team. In particular, her relationship with Shannon became very toxic which was having an impact on the new account. At this point, I became very concerned that things were going too far and that this was having a significant impact on the work.
14. In December 2023, the Claimant was required to submit the Client's accounts to Companies House before the deadline. This was a relatively simple task that the Claimant was more than qualified to undertake and should not have raised any issues. However, the Claimant made a significant error and failed to include one of the Client's data sets in the accounts which meant that the figures were completely incorrect. Thankfully, Shannon noticed the mistake before the final documents were submitted and was then able to rectify the accounts, however this did mean that she had to work excessive overtime to do so.
15. I was not made aware of the severity of this error until January 2024 when I received a formal complaint from Shannon regarding the Claimant. She told me about the incident with the account and how she had had to work excessive hours to fix this. She then informed me that she had fallen out with the Claimant as she was sick of her complaining and they had had an argument about this. She then informed me that the Claimant called Shannon "stupid" and "uneducated".
16. I realised at this point that things had gone too far and that the Claimant was no longer the right fit for the firm. If anything, she was hindering the team rather than contributing. I spoke with Wendy Clarke about this who confirmed that she was happy for me to make the decision.

17. On 20 January 2024, I held a meeting with the Claimant and informed her that her performance and mistakes were simply not good enough and that she was just not the right fit for the team. The Claimant responded that she had received no support from the firm and that she had been struggling with her symptoms and made a reference to menopause. This was the first time she had mentioned menopause to me which took me by surprise. I told her that we had supported her as much as possible and that things had just gone too far and that she would receive confirmation of her termination later that day.

BETWEEN:-

DENISE BARKER

Claimant

AND

DAWSON ACCOUNTANTS LIMITED

Respondent

WENDY CLARK WITNESS STATEMENT

1. I, Wendy Clark, provide this statement for the Respondent.
2. I am a HR Manager, and have been employed by the Respondent for approximately 10 years.
3. I work closely with the whole team at Dawson Accountants and am involved in the usual HR related activities within the organisation, including the recruitment process, dealing with any grievances and/or any disciplinaries, and termination of employment.
4. The Claimant started working for the Respondent in September 2022 as a Senior Accountant.
5. When she started work, Matt Dawson, the Managing Director for the Respondent, was very excited to have her onboard as she had significant experience which would aid Matt's long-term plans of growing the Company.
6. When the Claimant first started, she was very positive and had a great relationship with everyone in the team. I had no concerns or reports about her and was very pleased to see her integrating into her role and taking to the work.

7. I understand that the concerns around the Claimant started in September 2023. I know Matt received a few complaints about her and she didn't seem all that interested in the very large account that we had secured.
8. Matt emailed me in **September 2023** asking if I could have a chat with him. When we spoke, I sensed that Matt was genuinely concerned about the complaints he received about her and was worried about her not performing to her usual standards. I explained that it would be a good idea for him to have a chat with her to see what's going on so we could find a way of addressing any issues and move forward in the right direction.
9. Matt emailed me a few days later to say that he had spoken with the Claimant and that she seemed to have taken onboard his concerns and he didn't take anything further. I didn't have anything further to add at that point so I left Matt to it.
10. From then onwards, there were a number of times I recall Matt saying to me that he's had another person in the office moaning about the Claimant or something she did. If I am being honest, it seemed to be one thing after another.
11. It wasn't until January 2024 that I received an email from Matt who stated that Shannon Morris, the Junior Accountant for the Respondent, has lodged a complaint about the Claimant. In the same email Matt expressed his concerns about the Claimant's ongoing performance issues, conduct, and whether she was the right fit for the Company given everything that has happened over the last few months. He wanted to terminate her employment and I couldn't agree more with his decision given the negativity she had created within the workplace.
12. I understand that Matt then invited the Claimant to a meeting and terminated her employment explaining that her performance was poor, that she was making too many mistakes, and that she simply was not the right fit for the Company.
13. I then emailed the Claimant confirmation that her employment had ended.

Wendy Clark

12th November 2024

BETWEEN:-

THE CLAIMANT BARKER

Claimant

AND

DAWSON ACCOUNTANTS LIMITED

Respondent

SHANNON MORRIS WITNESS STATEMENT

1. I started at Dawson Accountants as an Apprentice in 2018. In 2021, I got promoted to Junior Accountant.
2. The Claimant joined us in Autumn 2022. She'd come from a much bigger accountancy firm and was really experienced, so it was a big deal for Matt when he hired her.
3. The Claimant and I didn't really have much of a relationship. I was supposed to report into her, but she didn't really show much interest in me or my work, so over time we fell into a pattern of working relatively independently.
4. She had quite a good relationship with Matt at the start. She seemed to engage quite well with him and seemed relatively enthusiastic about the direction of the firm,. However, she didn't seem to share much of that excitement with us, and I didn't personally get why he was so excited about hiring her. She obviously had good experience, but I never thought that she was particularly outstanding. She had a tendency to keep herself to herself and when she did engage with us, it was normally to complain about work or clients or her ex-husband and I did start to find her a bit draining.
5. I went on maternity leave, but when I returned it seemed like she just became more and more negative. She complained all the time about how tired she was and how much she didn't like being in the office. I had some sympathy with her at the start – I was juggling having the baby at home on my own and I was really tired – but over time I grew fed up of her complaining constantly. It was very draining.

6. The firm won a new account with a big manufacturing firm. It was the biggest account we'd won since Matt took over the business and we were really excited. If we did well on the account, we stood to gain more work from their group companies. I ended up doing quite a lot of the client-facing work to win the account, which normally would've been done by a Senior Accountant. However, the Claimant was not really in a personable enough form to be out in front of clients, and I was looking to get some more experience of bringing in work, so I didn't mind. When I heard that Matt had given her full responsibility for managing the account, I was a bit disappointed because of all of the hard work I'd put in, but I did understand that she was ultimately more experienced.
7. However, the next day we had a strategy meeting and I became increasingly frustrated with her. Matt discussed the new account and how we were all going to have to buckle down and work hard for a few weeks on it. Bar the Claimant, we were all very excited. The Claimant, however, was incredibly pessimistic. She queried whether it was really worth working so hard to win new accounts when we were already busy and we'd already reached target. She made a comment about how the accounts we were trying to win might be better off being handled by a bigger firm. I was increasingly frustrated. I agreed that we were very busy and I recognised that we had already reached our targets for the year, but I didn't see this as a reason for us to not try to think any bigger. I was most frustrated by her reference to us being close to capacity, despite the fact that she hadn't even done any of the work she was supposed to do to win the account. I felt that her approach showed that she just didn't back the vision.
8. The Claimant did look slightly run down, and I was conscious that she was my superior, so I tried to be diplomatic. I commented that I understood that she was tired – we all were – but that we should just be able to hunker down for a few weeks. I reasoned that if I could do it, having not slept properly in weeks from looking after the baby by myself alongside doing my work, there was no reason that the Claimant couldn't. The Claimant did seem to accept this, so I felt a bit more hopeful.
9. However, the situation deteriorated. I had generally respected that even though The Claimant had the tendency to moan and complain, her work was satisfactory. However, as we worked on the account, she made a few mistakes. They weren't devastating mistakes, but I would have expected a lot better from someone at her level of experience. I resolved to raise this with Mat, and I understood that he discussed it with her. After they spoke, Matt seemed satisfied that she was going to try to do better. However, this effort did not materialise.
10. As the Claimant had previously dropped the ball, I had to check most of her work before we sent it off. It wasn't my job role – it was meant to be her job to check my work, not the other way round – but I'd put so much work into winning the account that I wasn't going to let her mistakes lose us the account.

11. Coming up to Year End, the firm had to submit the accounts to Companies House. I spotted a huge mistake in The Claimant's work. She had left out an entire data set from her calculations. This rendered the rest of the calculations completely incorrect. I had to completely redo all the filings and then had to go through the rest of the accounts that she'd submitted to make sure that she hadn't erred elsewhere.
12. For around a week, I essentially lived at the office. On the final night, I had to pull an all-nighter. I completed the work but I was exhausted. I'd had to sort out childcare for my son at the last minute and cancel my evening plans for a week, just to fix a mistake that wasn't my fault.
13. When she came back into work after the New Year, she came back in complaining about the regular spiel. I snapped. Unlike the Claimant, I kept my criticisms to her work. She didn't give me the same courtesy. She yelled at me and called me stupid and uneducated.
14. I spent the next week mulling over the argument. I decided to raise a complaint to Matt. I spoke with him and explained to him that I had had enough of her moaning and complaining, I'd had to work significant overtime just to correct her mistakes, and that she had crossed a line by personally disrespecting me. I demanded that he needed to deal with her, or that I would resign.