



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr Hearn

v

AWE Plc

Heard at: Watford

On: 24 January 2018

Before: Employment Judge Daniels

Appearances

For the Claimant: In person

For the Respondent: Ms W Leydon, Solicitor

JUDGMENT

1. The claimant withdraws the allegations at paragraph 1 and 2 of the Amended Particulars of Claim dated 21 January 2018 as discrete acts of discrimination and shall only rely upon such matters as background.
2. The claimant has leave to amend the claim dated 28 September 2017 in the form of the Amended Particulars of Claim dated 21 January 2018 (save as clarified below).
3. Paragraph 3 of the Particulars in the section headed “claims” is accepted as an amendment in relation to section 13 of the Equality Act 2010 and/or harassment section 26. The claims for victimisation and breach of contract are withdrawn by the claimant.
4. Regarding paragraph 4, the claimant has leave to amend to pursue claims under section 13 and/or section 15 of the Equality Act 2010. Breach of contract and victimisation claims are withdrawn.
5. The parties have agreed to provide detailed further and better particulars of all of the claims set out in paragraphs 1 to 18 in the amended claim (so far as these are pursued) in full compliance with the respondent’s requests at paragraph 34 to 39 of the response, and following very detailed exploration of these claims by the Employment Judge at the preliminary hearing. The parties shall do so by providing an amended draft List of Issues to the

claimant by **21 February 2018** and the claimant providing a final draft by **7 March 2018**.

6. Regarding paragraph 5 of the amended particulars, leave to amend is not granted.
7. In respect of paragraph 6, leave is granted to allow the amendment in respect of section 13 and section 15 of the Equality Act 2010 and indirect discrimination under section 29. The breach of contract claim is withdrawn.
8. Regarding paragraph 7, leave is granted to amend to claim failure to make reasonable adjustments, direct discrimination under section 13 and section 27 (the alleged protected act was the claimant reporting the refusal of Mr Miller to agree to measures to assist the claimant's autism). The claims for "duty of care" and breach of contract are withdrawn.
9. Regarding paragraph 8, leave is granted to include claims for section 19 indirect discrimination and section 27 victimisation.
10. Regarding paragraph 9, leave is granted to section 13 of the Equality Act; breach of contract is withdrawn.
11. Regarding paragraph 10, this claim is not pursued.
12. Regarding paragraph 11, these claims are not pursued.
13. Regarding paragraph 12, leave is granted to pursue these claims under section 13 and section 19 of the Equality Act 2010. Breach of contract and unfair dismissal in this respect is not pursued.
14. Regarding paragraph 13, this is pursued as per paragraph 12.
15. Regarding paragraph 14, leave is granted in respect of section 13 and section 26 harassment. Breach of contract and victimisation are not pursued.
16. Regarding paragraph 15, the claim for section 13 of the Equality Act 2010 may proceed. The claim for breach of contract is not pursued.
17. Regarding paragraph 16, this is not pursued.
18. Regarding paragraph 17, this is pursued as section 13 and section 27. No breach of contract claim is pursued.
19. Regarding paragraph 18, this is brought under section 13 and section 26.
20. Leave is granted to add Mr Andy Miller as a respondent c/o the respondent address.

Employment Judge Daniels

Date: 25 / 5 / 2018

Sent to the parties on:

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For the Tribunal Office

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.