EMPLOYMENT TRIBUNALS

Claimant		**Respondent**
Mrs Alison Woodward	**v**	XPO Logistics Limited

Heard at: Huntingdon **On:** 15, 16 and 17 August 2022

Before: Employment Judge M Ord

Members: Ms A Carvell and Ms L Gaywood

Appearances
For the Claimants: Mr A Pycock, Lay Representative
For the Respondent: Mr C MacNaughton, Solicitor

JUDGMENT

It is the unanimous decision of the Employment Tribunal that:

1. The Claimant was dismissed by reason of redundancy and is entitled to a statutory redundancy payment in the agreed sum of **£8,065.35**.

2. The remaining complaints brought by the Claimant are not made out and are dismissed.

3. The Claimant is entitled to a Preparation Time Order in the sum of **£145.00**

REASONS

Background

1. The Claimant was continuously employed from 2 January 2008 until 27 August 2021 when her employment ended on notice given on 4 June 2021.

2. By letter of termination of 4 June 2021, the Claimant was offered re-engagement to begin immediately on termination on the terms of a contract which it was said would be the same as the previous contract save with two clauses; one being that she was to work at the Respondent's National Hub in Crick for three days per week and Coca-

Cola Milton Keynes for two days per week (Coca-Cola Milton Keynes having been her previous place of work); and the other clause offering an increase in salary.

3. The Claimant rejected the offer of re-engagement.

4. Following a period of Early Conciliation which began on 9 July 2021 and ended on 6 August 2021, the Claimant presented a claim form to the Tribunal on 8 August 2021 complaining that she had been unfairly dismissed, was the victim of sex discrimination and was entitled to a redundancy payment.

5. All the Claimant's claims were denied.

The Hearing

6. During the Hearing before us, the Claimant gave evidence, as did Mr Brotherton (Regional General Manager) and Mr Mangan (Account Director who heard the Claimant's Appeal against dismissal) on behalf of the Respondent.

7. In addition a character witness statement was received from Mr Brendan Geary, a former colleague of the Claimant's. The Respondent said it did not wish to challenge anything said by Mr Geary in his statement which was therefore taken as red without the need for him to attend the Hearing.

The Issues

8. The parties had not agreed a List of Issues before the Hearing and the Tribunal provided a List of Issues for determination, for agreement, at the commencement of the second day of the Hearing. These were ultimately agreed. The issues for determination were as follows:-

    8.1 What was the reason or if more than one the principal reason for the Claimant's dismissal?

    8.2 Was the reason found a potentially fair reason for dismissal (the Respondent relied on some other substantial reason, alternatively redundancy)?

    8.3 If so, did the Respondent act reasonably in treating that reason as sufficient to justify the dismissal of the Claimant?

    8.4 If the reason was redundancy, did the Claimant unreasonably refuse an offer of suitable alternative employment so as to disentitle her from a redundancy payment?

8.5 Was the dismissal for a reason connected to the transfer of an undertaking?

8.6 If so, was the dismissal for an economic technical organisation or reasons such that the dismissal was not automatically unfair?

8.7 Did the Respondent operate a provision, criterion or practice ("PCP") of requiring those working on the Coca-Cola contract to be based in its office at Crick?

8.8 If so, did this disadvantage women (the Claimant says the contract was previously managed from Milton Keynes and the change of location disadvantaged women who had primary responsibility for childcare)?

8.9 Did the Claimant suffer that disadvantage?

8.10 If so, was the PCP a proportionate means of achieving a legitimate aim (the Respondent relying on business efficiency and the management of the Coca-Cola contract)?

8.11 If the Claimant's complaints succeed in whole or in part, what compensation is she entitled to?

8.12 Should any adjustment be made to such compensation for an unreasonable failure to follow an applicable ACAS Code of Practice, or under the ruling Polkey v AE Dayton Services Limited ?

9. The Claimant had received her full contractual notice of termination and although there was an indication that she was seeking *"other payments"* this was not pursued.

The Facts

10. Based on the evidence we have heard we have made the following findings of fact.

11. The Claimant's period of continuous employment included transfers which fell within the Transfer of Undertaking Regulations, most importantly for our purposes on 5 January 2021 when the Claimant's employment transferred from Arrow XL to the Respondent following the Respondent being the successor to Arrow XL regarding the provision of Logistics Services to Coca-Cola.

12. The Respondent has its Headquarters at Crick in Northamptonshire.

13. Prior to the Respondent becoming the Claimant's employer by way of transfer, the Claimant was based at the Coca-Cola premises at Milton

Keynes, Bedfordshire. The Claimant lives at Giffard Park in Milton Keynes.

14. The Claimant was employed as Team Leader.

15. Prior to the transfer taking effect, the Respondent wrote to Arrow XL on 17 November 2020 setting out the measures that were envisaged in connection with the employees who were to transfer (including the Claimant). Those measures were a change of pension provider, a change of pay date, a change to the Respondent's policies and procedures, implementation of the Respondent's Absence Management Policy, different benefit options which would be available to employees, the use of on-line payslips and moving the date for pay review to January of each year.

16. On 7 December 2020, Arrow XL were notified of two additional measures; namely the change of the holiday year to the calendar year and a temporary change of workplace to the National Distribution Hub in Crick until the Coca-Cola office in Milton Keynes re-opened.

17. At that time it was envisaged that the office would re-open in approximately April 2021 and the Respondent said it would provide support towards the cost of travel for the difference in mileage for the Team to travel to Crick as opposed to Milton Keynes.

18. On 5 January 2021, the Claimant's employment transferred to the Respondent.

19. The Claimant was, shortly thereafter, placed on furlough due to the Coronavirus pandemic. Her period of furlough began on 14 January 2021.

20. In March 2021, the Respondent began the process of bringing the Claimant back to work from furlough.

21. On 19 March 2021, Mr Brotherton contacted Jade Mistry who was the Claimant's Line Manager to say that he had authority to bring the Claimant back to work, asking

> *"…only caveat to getting her back is that she exchange***???** *site! Is there any reason why this cannot happen?"*

22. The email was also copied to Alana Fagan, HR Business Partner, who said,

> *"Are you expecting her in every day at Crick as that is not what we originally agreed post TUPE – I think you could ask her to attend there two days per week as originally agreed".*

23. Mr Brotherton asked,

> *"Can we not change that as that was what was based on CCEP back into MK March time? And it's not happening plus we want the CS Team in Crick going forward, so again we need to change this, so is that a notice period potentially?"*

24. Ms Fagan replied,

> *"You can try but she will likely push back and you will need to consult* [RE] *the change in place of work".*

25. Mr Brotherton's reply was,

> *"If we don't get back in five days I will struggle to have her back, sell it Jade I am sure you can…"*

26. Ms Fagan replied,

> *"By all means try it, is this still only temporary until CCE opens up? If the plan is to move perm we may want to start those conversations now".*

27. Ms Mistry replied,

> *"The plan is permanent; I think we need to start conversations about them working in Crick permanently".*

28. Mr Brotherton's reply was that he would,

> *"Like this* [the Claimant working full time in Crick] *and its what the business have asked on the back of getting her back in. I know it's different to what was said but at that time things were different nationally".*

29. Later that day Ms Mistry reported that the Claimant had agreed to work five days per week at Crick on the basis that her expenses would be paid, along with driving time coming out of her working hours and she was looking to arrange appropriate childcare.

30. All of this took place on 19 April 2021.

31. The Claimant has three children. Her daughter is eight years old, her youngest son attends University travelling to Silverstone each day and her eldest son works varied shifts working for Tesco. The Claimant's husband works an hour from their home location.

32. The Claimant at this time would drop her daughter off at childcare at 8am, arriving at work by 9am and leaving at 3.20pm, so that she could collect her daughter.

33. The Claimant had been advised that consultation regarding her location would begin on 1 April 2021 and end on 30 April 2021.

34. There are notes of a meeting between Ms Fagan, Mr Brotherton, the Claimant and her Representative Ms Billington on 12 April 2021. The Claimant asked about travelling time and fuel compensation and whether when Milton Keynes re-opened her work would still be based there. These things were unclear.

35. The Claimant asked what was expected of her and the answer was,

> *"8 hours in Crick".*

36. The Claimant asked about flexibility to work from both Crick and Milton Keynes, whether she would get financial compensation for travelling and childcare and in each case she was told advice would be given back to her. She was told this was a permanent arrangement and that a further consultation would be held the following week.

37. The Claimant asked on 12 April 2021,

> *"If the move to Crick on permanent basis is refused, does this result in redundancy?"*

38. The reply from Ms Fagan was,

> *"No – we are not looking at redundancy – we would hope to agree a way forward for all parties".*

39. On 27 April 2021, the Claimant was offered a scheme where she would work three days per week in Crick and two days at Milton Keynes,

> *"with the caveat around cover and being flexible".*

40. That flexibility was required of the Claimant to cover holidays or other business need.

41. The Claimant identified additional childcare costs and fuel as costing her approximately £280 per week and this prompted her to ask whether the Relocation Policy in her previous contract was still in operation. She was told that would be checked.

42. On the same day, she was told the Relocation Policy was non-contractual, but in fact it is referred to in the Claimant's Contract of Employment with DHL which preceded the contract with Arrow XL and under the *"mobility clause"* it was stated that,

> *"The company reserves the right to reasonably require you to work in any other place or location either on a temporary or permanent*

> *basis as is reasonably required for the business. You will be given reasonable notice of any change in your place of work. Where permanent relocation is required, you may be entitled to accompany sponsored relocation as set out in the company's prevailing Relocation Policy".*

43. Accordingly, the Relocation Policy was in fact contractual. In his evidence Mr Brotherton confirmed that he had not consulted the Relocation Policy at all.

44. In May 2021, the Claimant raised a formal Grievance over the consultation about change of location. She expressed in that Grievance the concerns which she had in particular by reference to travelling to and from Crick, the time and cost involved, the additional childcare costs which she would be put to and stated that the change in workplace location was a fundamental change to the agreed measures announced during the transfer negotiations and subsequently re-negotiated of two days a week in Crick with full travel expenses paid.

45. That had altered to five days per week and was then reduced to three, with a significant reduction in the travel cost being paid.

46. The Claimant was offered a salary uplift as compensation for travel to and from Crick. This was apparently calculated at the rate of 12p per mile which would be taxable as part of the Claimant's salary, rather than the 45p per mile full allowance she had previously been paid.

47. On 4 June 2021, Mr Brotherton wrote to the Claimant in a letter headed,

> *"End of Consultation – Location Change. Confirmation of dismissal and re-engagement."*

48. The letter recited that despite best efforts through consultation, there had been no agreement about the proposed variation of the Claimant's contract so that her Contract of Employment was to be terminated on notice with immediate re-engagement on new terms. The letter said that the new Contract of Employment,

> *"Is the same as the old one except for the following clauses:*
>
> - *Place of work – you will be based at the National Hub, Crick for three days per week and Coca-Cola Milton Keynes for two days per week; and*
> - *Your salary will increase to £30,548.36 to factor in the additional mileage and fuel expenses from the travel to Crick."*

49. There was no mention in this letter of the Claimant's travelling time to and from Crick to be included in her working hours, equally no mention of the additional childcare costs to which the Claimant would be put.

50. The Claimant was told that the letter constituted notes of termination of employment, her current Contract of Employment would end on 27 August 2021 and a new contract would take effect from 28 August 2021.

51. The Claimant was to sign and return a copy of the letter by 1 August 2021, but was told that if that had not been received by 27 August 2021 the Claimant would be deemed to have indicated that she was not prepared to work under the new terms and her employment would end. She was told of her right to appeal against the decision to terminate the contract.

52. The Claimant did appeal by letter dated 11 June 2021. She recited the part of the agreement for there to be a temporary change of work place and that the company would pay expenses for fuel (45p per mile) with travel time to be included in work time. It was agreed that she would work from Crick two days per week. She recited that Mr Brotherton had asked that she be based in Crick five days per week, following which the consultation process which we have referred to above took place.

53. The Claimant said she was concerned over the financial implications of the proposed change and that she would need to place her daughter into childcare for a considerable period of time which was unaffordable. Her letter of appeal concluded with the words that she felt that she was,

> *"…being forced into accepting new terms that would be detrimental to myself, my daughter, my family and my finances".*

She expressed the view that the request was unreasonable. She said she was suffering stress as a result of the situation.

54. The Claimant's Appeal was heard by Mr Mangan who crystallised the Claimant's Grounds of Appeal to two points. First, that the dismissal was unfair as there was no economic technical organisational reason for it; and secondly, that it was unreasonable and unfair in the circumstances due to the cost of travelling and childcare.

55. Mr Mangan was satisfied that the business had a genuine need to relocate the Claimant. He considered that there were,

> *"…clear and genuine organisational reasons to relocate"*

and indeed during the course of the Hearing the Claimant accepted that it was appropriate for the Team Leader, if possible, to be located in the same place as the Team they were managing.

56. Mr Mangan said that he appreciated that the change in location could have a knock on affect and he looked at how the business handled mileage charges in the past which was to compensate for three months to *"let things settle in"* after which the *"standard"* rate of pay of 12p per mile would be offered.

57. Mr Mangan referred to the flexibility of offering the Claimant only three days per week rather than five in Crick, by offering flexible start and finish times to fit in around childcare and that whilst the Claimant would have extra costs this was something which, in his words,

> *"regrettably businesses cannot always absorb"*.

58. Mr Mangan took the view that the change of location and the requirement to be present for three days per week was reasonable and that the allowance made to mitigate travel costs was fair and reasonable. He did not uphold the Appeal.

59. The Claimant's employment ended at the end of the notice period on 27 August 2021.

60. It is against that factual background that the Claimant brings her complaints.

The Law

61. Under s.94 of the Employment Rights Act 1996 ("ERA"), every employee has the right not to be unfairly dismissed.

62. Under s.98(2)(c) ERA 1996, a potentially fair reason for dismissal is that the employee was redundant.

63. Under s.139 ERA 1996, employees who are dismissed should be taken to be dismissed by reason of redundancy if the dismissal was wholly or mainly attributable to the fact that… the requirements of the business for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished, or are expected to cease or diminish.

64. Under s.141 ERA 1996, where an offer is made to an employee before the end of their employment to renew their contract or re-engage them under a new Contract of Employment, to take effect immediately after, or after an interval of not more than four weeks after, the end of their employment an employee is not entitled to a redundancy payment if they unreasonably refuse the offer.

65. Under s.141(3) ERA 1996, that provision is satisfied where the contract is renewed, or the new contract as to the capacity and place in which the employee would be employed and the other terms and conditions of their employment would not differ from the corresponding provisions of the previous contract; or where they would differ but the offer constitutes an offer of suitable employment in relation to the employee.

66. Under the Transfer of Undertakings (Protection of Employment) Regulations 2006, Regulation 7; where either before or after a relevant transfer any employee of the transfer or transferee is dismissed, that employee is to be treated as unfairly dismissed if the sole or principal reason for the dismissal is the transfer, but that does not apply if the sole or principal reason for the dismissal is an economic, technical or organisational reasons entailing changes in the work force of either the transfer or the transferee before or after a relevant transfer.

67. Under the same Regulation, such dismissal is regarded as having been on the ground of redundancy where s.98(2)(c) ERA 1996 applies in any other cases, to be regarded as having been for a substantial reason of the kind to justify the dismissal of an employee holding the position which the employee held.

68. If an employee who would otherwise be redundant refuses an offer of new employment, they will lose the right to a redundancy payment if the offer constituted an offer of suitable alternative employment, and the refusal was unreasonable.

69. In those circumstances, the first question is whether the alternative job offered is suitable and if so, the second question is whether the employee acted unreasonably in rejecting it.

70. In Cambridge and District Co-Operative Society Limited v Ruse [1993] IRLR156, the Employment Appeal Tribunal confirmed that it was possible for an employee to reasonably refuse an offer of suitable alternative employment on the grounds of either of his or her personal perception of the job as well as, or alternatively for reasons personal to the employee (i.e. unconnected with the employment itself).

Conclusions

71. Applying the facts found to the relevant law, we have reached the following conclusions.

72. When the Respondent recommenced work for Coca-Cola Milton Keynes, the Claimant and her colleagues working on that contract for Arrow XL were liable for transfer to the Respondent on the same terms and conditions as they had previously enjoyed.

73. In is the Claimant's Contract of Employment her place of work was Milton Keynes.

74. During the course of pre-transfer consultation, the Respondent advised the Claimant and others of measures it was expecting to take post transfer.

75. On 7 December 2021, one of those changes notified was being a temporary change of work place to the Respondent's National Distribution

Hub in Crick, until the Coca-Cola office in Milton Keynes re-opened, which was anticipated to happen in April 2021.

76. Thereafter, negotiations and discussion took place directly between the Respondent and the Claimant. The Claimant had been placed on furlough shortly after transfer to the Respondent and the time came when the Respondent wished her to return to work.

77. With a new Team in place, based at Crick (other employees not transferring) and with the Milton Keynes site remaining closed; further, with difficulties being experienced with the contract and its delivery, the Respondent formed the view that its business needs required the Claimant as Team Leader to be based at its Headquarters in Crick permanently.

78. We note that the Claimant has accepted that it is preferable for the Team Leader to be on site with the Team.

79. Negotiations took place between the Claimant and the Respondent in an effort to find a mutually acceptable way forward so that the Respondent's business aims were met. This was particularly the case as the Milton Keynes office remained closed with, we were told, no likely date for opening in the then near future.

80. For a limited period of time the Claimant worked full time in Crick. Her temporary arrangements were that because of her childcare responsibilities the travel time to and from Crick would be counted as working time and she would be paid travel costs of 45p per mile for her excess travelling.

81. On 27 April 2021, the proposal was discussed whereby the Claimant would work three days per week in Crick and two days in Milton Keynes,

> *"with the caveat around cover and being flexible".*

82. The Claimant said this would result in extra cost to her and asked if the Relocation Policy in her contract was still in operation. She was told that would be checked but it was then described as non-contractual and Mr Brotherton advises that he did not look at it at any time.

83. In May 2021, the Claimant raised a formal grievance regarding the proposals for change. She expressed her concerns by reference to travelling time and cost, the additional childcare costs which she would be put to and said that this was a fundamental change to the agreed measures announced during transfer negotiations and the later discussions based on two days per week in Crick with full travel expenses to be paid.

84. By this time, the Respondent's proposal was that the Claimant would work three days per week in Crick, two days per week at home (thereafter to Milton Keynes office when it re-opened) with a payment of 12p per mile for

the travel each way *"in excess of 30 miles"* (the distance from the Claimant's home to Crick is 33 miles).

85. The Claimant was then offered a salary uplift instead of a mileage allowance. That would of course be taxable, unlike the payment of expenses.

86. The Claimant was concerned as to the following matters.

87. First, that the proposal would result in financial disadvantage to her. The proposed salary increase would result in substantial additional travel costs being born by her.

88. Secondly, she was concerned that this would be compounded by additional childcare costs as the Claimant could not guarantee start and finish times which would enable her to be available to take her child to school and thereafter collect her, particularly in circumstances where the Respondent was requiring the Claimant to be flexible around business needs.

89. The Claimant had also considered the extra time away from home to have a detrimental affect on her family, and her home life.

90. On 4 June 2021, Mr Brotherton wrote to the Claimant in a letter headed,

> *"End of consultation – location change. Confirmation of dismissal and re-engagement".*

91. That letter gave the Claimant notice of dismissal and contained an offer of re-engagement on new terms stating that the new contract of employment was *"the same as the previous one"* except that the place of work would be Crick for three days per week and Coca-Cola Milton Keynes for two days per week and detailing a salary increase,

> *"to factor in the additional mileage and fuel expenses from the travel to Crick".*

92. The proposal did not include any detail or mention of travel time to and from Crick to be included in working hours and did not take into account any additional childcare costs to which the Claimant would be put.

93. The Claimant was given notice in that letter that her employment would end in 12 weeks (being on notice entitlement) and that she was being offered re-engagement on those new terms.

94. The Claimant was advised of and exercised her right of Appeal. The Appeal was heard by Mr Mangan who rejected it, taking the view that the business had a genuine need to relocate the Claimant and had attempted to be reasonable. There were, in his view, clear and genuine

organisational reasons to relocate in particular to build and manage the Team working on the Coca-Cola contract.

95. Mr Mangan noted that the Claimant lived 35 – 40 minutes away from the Crick office and whilst he anticipated that the change in location would have a knock on effect, the business would offer a standard rate of 12p per mile compensation which was not designed in his words,

> *"to reflect petrol at the pump but a rate per mile as different cars perform to different mileages".*

96. Although Mr Mangan referred to flexible start and finish times, this was not set out in the offer of re-instatement / re-engagement and whilst he understood the childcare costs would increase, his view was that,

> *"…regrettably businesses cannot always absorb* [such] *costs".*

97. Mr Mangan's view was that the change of location and the requirement to be present at Crick three days per week was reasonable from a Team and customer perspective and that the allowances made to mitigate any impact were fair and reasonable.

98. We are satisfied that the proposed change of location and the act of dismissal and offer of re-employment were decisions that were not undertaken for reasons connected to the transfer to the Respondent.

99. The reason why the change in location was necessary was because the Milton Keynes office had closed and remained closed for a longer period than was anticipated as a result of the Coronavirus pandemic, together with the need for the Team Leader to be on site with the Team as there were difficulties with the management and operation of the contract with Coca-Cola.

100. Prior to the transfer, when measures were being identified, there was no intention to move the location of the Team at the initial stages. When it was anticipated that the Milton Keynes office would remain closed for a limited period of time a temporary change of location was identified and for the period of that temporary arrangement compensation for travel costs and flexibility regarding travel time being included in working time, were implemented to assist the Claimant.

101. The position changed when for a combination of business reasons and the continued closure of the Milton Keynes site, the move was mooted as a permanent one.

102. When the Respondent sent the letter of dismissal with an offer of re-engagement to the Claimant, it was encumbered upon it to ensure that the new terms were fully spelled out. Before us it has been suggested that the Claimant knew and that the Respondent intended to continue certain arrangements after the dismissal and re-engagement. But these were not

set out in the letter of Mr Brotherton to the Claimant of 4 June 2021 and nor were they set out in the Appeal Outcome letter from Mr Mangan.

103. We have to ask ourselves two questions. First, was the offer one of suitable alternative employment? And secondly, if so, did the Claimant unreasonably refuse it?

104. The offer of alternative employment was a suitable one. The Claimant was to be employed in the same capacity with a small increase in pay working a distance of approximately 32 miles away from her previous location and her home. It was accompanied by a pay increase to help off set the additional costs the Claimant would incur and we cannot say that it was an unreasonable offer.

105. However, the Claimant's refusal of it was reasonable. She would be put to significant additional cost in relation to childcare and travel and whilst the Respondent says that the Claimant overstated the additional costs to which she was put, it is not disputed that it would amount to several thousand pounds each year. Further, the Claimant would be away from home for longer periods than was previously the case.

106. As well as substantial additional childcare costs, the Claimant was, reasonably, concerned that this would be unsettling for her daughter and not appropriate for her or her family. These were entirely reasonable considerations for her to take into account and in the light of those matters it was reasonable for her to reject the offer of re-engagement under the new terms.

107. The Claimant was entitled to reject the offer on the basis that it was not only financially disadvantageous to her, but disruptive to her home and family life. That rendered her rejection of it reasonable.

108. The reason for the Claimant's dismissal was redundancy. The Respondent's requirements for work of the type being carried out by the Claimant at her previous working location (Milton Keynes) had diminished or ceased.

109. The Respondent, reasonably in the light of the continued closure of the Milton Keynes site, the difficulty it was experiencing with the contract and the need or desire for the Team Leader to be on site as much as possible, wished to change the Claimant's location.

110. That proposal was as we have said reasonable, but so was the Claimant's refusal of it.

111. Accordingly,

    111.1 The Claimant was entitled to reject the offer of re-employment on new terms;

111.2 The Claimant was dismissed by reason of redundancy;

111.3 The Claimant is entitled to a statutory redundancy payment.

112. The Claimant's remaining claims fail. It is accepted that the Claimant received her full contractual notice and whilst the Respondent did institute a provision, criterion or practice requiring those working on the Coca-Cola contract to be based in its offices in Crick, there is no evidence of any group disadvantage. The disadvantage was specific to the Claimant for whom the change of location was inappropriate due to her personal circumstances.

Time Preparation Order

113. At a Preliminary Hearing held on 5 May 2022, the Respondent was required to show cause if it objected to the making of a Preparation Time Order in the light of the Hearing being converted to consider an Extension of Time Application on behalf of the Respondents who had failed to enter a Response.

114. By email of 20 May 2022, the Respondent accepted that such an Order was appropriate.

115. A Preparation Time Order was made in favour of the Claimant in the sum of £145 which I considered to be an appropriate, just and equitable sum to award in the circumstances.

2 October 2022

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Employment Judge M Ord

Sent to the parties on: 6/10/2022

N Gotecha

For the Tribunal Office.