EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: S/4121031/18 Held at Aberdeen on 19 December 2018

Employment Judge: Mr N M Hosie (sitting alone)

Mr N Hepburn	Claimant Represented by: Mr B Nichol – Solicitor
Hexagon Sociedad Anonima	Respondent Represented by: Mr A Knight – Solicitor

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Tribunal is that the Tribunal has jurisdiction to consider the claim.

REASONS

Introduction

1. The claim in this case comprises a complaint of automatic unfair dismissal for making a protected disclosure. There would also appear to be a complaint of "standard" unfair dismissal, but this is not entirely clear. The claim is denied in its entirety by the respondent. The respondent maintains that the reason

was "some other substantial one", namely so-called "sub-party pressure to dismiss", and that it was fair.

2. In addition, the respondent's solicitor took the preliminary point that the Tribunal does not have jurisdiction to consider the claim as the claimant worked abroad and there was not "a sufficiently strong connection" with the UK.

3. This case came before me, therefore, by way of a Preliminary Hearing, to consider and determine that preliminary issue.

The Evidence

4. I first heard evidence from the claimant.

5. I then heard evidence on behalf of the respondent from the following witnesses, each of whom spoke to written statements: -

- Jim Beveridge, Senior Vice-President of Africa Operations, Wood Group UK Ltd
- Ali Brooks, HR Team Lead
- Jose Alessandrello, Operations Manager.

6. A joint bundle of documentary productions was also lodged ("P").

The Facts

7. By and large, these were either agreed or not disputed. Helpfully, the parties' solicitors also lodged a detailed "Agreed Statement of Facts", which was consistent with the oral evidence which I heard.

8. Accordingly, I make the following findings in fact.

1. The claimant is a UK national whose home address is in Scotland.

2. The claimant entered into a contract with Wood Group Equatorial Guinea Ltd (WGEG), dated 6 December 2013 (P4-7). Shortly thereafter, the claimant's employment began.

3. WGEG is a Company incorporated under the law of Cyprus and has its registered office in Cyprus.

4. On 28 May 2015 the claimant was advised that the Wood Group business in Equatorial Guinea ("EG") was required to operate through a locally incorporated Company and as a result the claimant's employment was transferred to the respondent, Hexagon, Sociedad Anonima ("Hexagon"). As can be seen from the letter P10, the claimant was advised his employment would transfer on his current terms and conditions.

5. On 21 June 2015, the claimant's employment transferred to Hexagon.

6. Hexagon was a Company incorporated under the law of the Republic of Equatorial Guinea and had is registered office at Carretera Aeropuerto Km 7, Hotel Hilton, Malabo Bioko Norte, Bata, EG.

7. Wood Group Support Services Inc., a Wood Group Company incorporated in Houston, is the majority shareholder of Hexagon (P16/17). The remainder of the shares are locally owned in EG.

8. A copy of Hexagon's Concise Certificate of Registration in EG is shown at P15.

9. Both Hexagon and WGEG are part of the John Wood Group, ("the Wood group"), which is a multinational group of Companies.

10. The ultimate parent Company of all Wood Group Companies, including Hexagon and WGEG, is John Wood Group Plc. John Wood Group Plc is a UK registered company which is headquartered in Aberdeen and listed on the London Stock Exchange.

11. The claimant has not at any point been employed by any other Company within the Wood Group (other than WGEG and Hexagon).

Recruitment of the Claimant

12. Mr Burgin is the Country Manager for Hexagon and is based in EG. He is a US national.

13. With the assistance of Dayana Huerta, Ali Brooks prepared the claimant's contract of employment using a standard template used for all Hexagon (and previously all WGEG) employees with a UK passport.

14. Ms Brooks and Ms Huerta are employed by Wood Group PSN Inc. and are based in Houston. They are part of the HR Team that supports Hexagon from Houston.

Claimant's Contract

15. The claimant was employed under a contract of employment dated 6 December 2013 (P4-7).

16. As the claimant held a UK passport, the template contract which was used for him was that which contains a UK jurisdiction clause.

17. The jurisdiction clause in the template provides that the terms of the contract are governed by and construed in accordance with the laws of Scotland and the exclusive jurisdiction of the Scots Courts and Tribunals will apply. This was therefore included in the claimant's contract (P6).

18. This clause was not subject to any negotiation or discussion between the claimant and WGEG. All contracts of all other employees with UK passports working alongside the claimant would have had the same governing law and exclusive jurisdiction clause.

19. The template contracts of those who held passports from EG or the Philippines contained an Equatorial Guinean jurisdiction clause. Nationals of all other countries are provided with a contract with a US jurisdiction clause.

20. The claimant's contract provided that the employer would comply with all statutory obligations and employment laws of the host country, that being EG.

21. The claimant's home location is stated in the contract to be East Lothian, Scotland.

22. A copy of the certificate of Employers' Liability Insurance which Hexagon had in place in respect of the claimant is shown at P14.

Claimant's Role

23. Throughout his employment with both WGEG and Hexagon, the claimant worked exclusively in EG. The claimant did not carry out any work outside of EG and, in particular, did not carry out any work in the UK.

24. Apart from a one-day training course (see 25 and 26 below) all the work-related duties and training that the claimant undertook for the respondent were out with the UK.

25. The claimant attended "Further Offshore Emergency" ("FOET") training in Aberdeen on 23 October 2015. The claimant was paid for attending this course. No Equatorial Guinean tax was deduced from these wages. As

per P22- 24, Hexagon reimbursed the claimant his expenses in relation to his attendance at the FOET training and this was paid to him in US dollars.

26. During his employment with WGEG, the claimant worked on the Sendje Ceiba FPSO asset (the "Asset"). The Asset was at all times, during the claimant's employment with WGEG and Hexagon, permanently moored off the coast of Bata, EG in the Gulf of Guinea. The flag state of the Asset is the Bahamas.

27. At the time of the termination of his employment, the claimant was employed as a Lead Operator on the Asset.

28. The Asset was operated by Hess Equatorial Guinea, Inc. ("Hess") until around the third week of November 2017 when it was sold to Kosmos-Trident Equatorial Guinea Inc. ("KT"). Hexagon supplied technical operations and maintenance through manpower to Hess and, following the sale of the asset, to KT.

29. In the claimant's role, his responsibilities were to maintain supervision of the production line and manage the operations crew on the Asset.

30. Most of the operations crew who the claimant managed were nationals of EG. Others were nationals of the Philippines and of India. None were UK nationals.

31. At the time of his dismissal, the claimant received work instructions from either Guillaume Magnier ("GM") or Hani Cherid ("HC") who were French nationals employed by Hexagon's client, KT.

32. The claimant did not receive any work instructions from any individual based in the UK.

33. The claimant was employed on a rotational basis and would spend 28 days working on the Asset in EG, followed by 28 days' off.

Claimant's Salary

34. During the claimant's employment with Hexagon, he was paid in US Dollars.

35. The claimant received a payment equivalent to two days' pay, by way of travel pay for each rotation that he worked in EG.

36. This was all in accordance with the terms of his contract of employment (P4-7).

37. The Claimant did not receive paid holidays.

38. The sole responsibility of Hexagon in terms of tax was to make any contributions required by EG. The same was true of WGEG in respect of the Claimant's employment with that Company.

39. No UK Pay As You Earn system was operated in respect of the claimant and no Company within the Wood Group was required to make UK income tax or national insurance contributions on behalf of the claimant at any time during his employment with either WGEG or Hexagon.

40. Letters were sent to the claimant annually to confirm the claimant's income during the relevant tax year (P25-34). These letters also confirmed the deductions that had been made by Hexagon in order to account to the government of EG for the Claimant's income tax due there.

41. A number of employees of Wood Group Inc. in human resources, payroll and administrative functions support the business of Hexagon.

42. The claimant's permanent residence is in Scotland.

43. During his employment with Hexagon, the claimant's flights between EG and the claimant's home in the UK were arranged by Hexagon.

Termination of the Claimant's Employment

44. On 6 April 2018, the letter of termination of employment was emailed to the Claimant by Binoy Thomas ("BT"), an employee of Hexagon based in EG.

45. BT signed the letter on behalf of Hexagon.

46. BT and the administration team employed by Hexagon and based in EG then made the arrangements relating to the claimant's pay on termination.

47. The claimant's employment terminated on 3 May 2018, in accordance with the letter of termination.

Relevant Law

9. In his written submissions, the respondent's solicitor set out the relevant law. No exception was taken with this by the claimant's solicitor and I was satisfied that it was comprehensive and accurate. He referred to the following cases:-

Serco v. Lawson [2006] ICR 250;
Diggins v. Condor Marine Crewing Services Ltd [2010] ICR 213
Duncombe v. Secretary of State for Children etc [2011] ICR 1312
Ravat v. Halliburton Manufacturing & Services Limited [2012] I.C.R. 389
Bates van Winkelhof v. Clyde & Co. & Another [2013] I.C.R. 883
David Powell v. OMV Exploration & Production Limited [2014] I.C.R. 63
Fuller v. United Healthcare Services UKEAT/0464/13/BA (2014 WL 4355124)
Olsen v. Gearbulk Services Ltd UKEAT/0345/14/RN (2015 WL 1916235)
Creditsights v. Dhunna [2014] EWCA Civ 1238
Lodge v. Dignity & Choice in Dying & Another UKEAT/0252/14
Hughes v. Ensco Ltd ET/2201704/2015
Strickland v. Kier Limited & Others UKEAT/0062/15 (2015 WL 5568742)
Smania v. Standard Chartered Bank [2015] ICR 436
Windstar Management Services Limited v. Mr. J Harris [2016] I.C.R. 847

R (Fleet Maritime Services (Bermuda) Ltd v. Pensions Regulator [2016] A.C.D. 33
Wright v. Aegis Defence Services (BVI) Limited UKEAT/0173/17/DM (2018 WL 03352607)
Wittenberg v. Sunset Personnel Services Ltd [2017] ICR 1012
Pickard v. Hexagon Sociedad Anonima S/4102328/2018
The British Council v. Jeffrey and Green v. Sig Trading Ltd [2018] EWCA Civ 2253 (2018 WL 04996354)
Seahorse Maritime Ltd v. Nautilus International [2018] EWCA Civ 2789 (2018 WL 06529974).

10. In **Ravat**, Lord Hope reiterated the comments of Lady Hale in **Duncombe** that the three-category test in **Lawson** was not a hard and fast rule, but only examples of the general principle that the right to claim unfair dismissal will only exceptionally cover employees working and based abroad. For it to apply, the employer must have stronger connections with Great Britain and British employment law than with any other legal system.

11. Lord Hope went on to say this in his Judgment in **Ravat**: -

"***27****……The general rule is that the place of employment is decisive. But it is not an absolute rule. The open-ended language of section 94(1) leaves room for some exceptions where the connection with Great Britain is sufficiently strong to show that this can be justified. The case of the peripatetic employee who was based in Great Britain is one example. The expatriate employee all of whose services were performed abroad but who had nevertheless very close connections with Great Britain because of the nature and circumstances of employment, is another.*

28. *The reason why an exception can be made in those cases is that the connection between Great Britain and the employment relationship is sufficiently strong to enable it to be presumed that, although they were working abroad, Parliament must have intended that section 94(1) should apply to them. The expatriate cases that Lord Hoffman identified as falling within its scope referred to by him as exceptional cases: para 36. This was because, as he said in para. 36, the circumstances would have to be unusual for an employee who works and is based abroad to come within the scope of British labour legislation. It will always be a question of fact and degree as to whether the connection is sufficiently strong to overcome the general rule that the place of employment is decisive. The case of those who are truly expatriate because they not only work but live outside Great Britain requires an especially strong connection with Great Britain and British Employment Law before an exception can be made for them.*

29. *But it does not follow that the connection that must be shown in the case of those who are not truly expatriate, because they were not both working and living overseas, must achieve the high standard that would enable one to say that their case was exceptional. The question whether, on given facts, a case falls within the scope of question of law, but it is also a question of degree. The fact that the commuter has his home in Great Britain, with all the consequences that flow from this for the terms and conditions of his employment make the burden in his case of showing that there was a sufficient connection less onerous. Mr Cavanagh said that a rigorous standard should be applied, but I would not express the test in those terms. The question of law is whether section 94(1) applies to this particular employment. The question of fact is whether the connection between the circumstances of the employment in Great Britain and with British Employment Law was sufficiently strong to enable it to be said that it would be appropriate for the employee to have a claim for unfair dismissal in Great Britain.*"

12. In **Bates van Winkelhof**, Elias LJ reviewed the development of the case law through **Duncombe**, **Ravat** and **MOD v. Wallis and Anor [2011] ICR 617**. It was submitted that a comparative exercise should be carried out, weighing up matters which favoured a connection with Great Britain, compared with factors which favoured another jurisdiction and that only if the former outweighed the latter would the Tribunal have jurisdiction. Helpfully, so far as the present case was concerned, Elias LJ said this in his Judgment at para. 98: -

"……. *The comparative exercise will be appropriate where the applicant is employed only abroad. There is then a strong connection with the other jurisdiction and Parliament can be assumed to have intended that in the usual case that jurisdiction, rather than Great Britain, should provide the appropriate system of law. In those circumstances it is necessary to identify factors which are sufficiently powerful to displace the territorial pool of the place of work, and some comparison and evaluation of the connections between the two systems will typically be required to demonstrate why displacing factors set up a sufficiently strong counter-force. However, as para. 29 of Lord Hope DPSC's Judgment makes plain, that is not necessary where the applicant lives and/or works at least part of the time in Great Britain as is the case here. The territorial attraction is then far from being all one way and the circumstances need not be truly exceptional before the connection with the system of law in Great Britain can be identified. All that is required is that the Tribunal should satisfy itself that the connection is, to use Lord Hope DPSC's words: 'sufficiently strong to enable it to be said that Parliament would have regarded it as appropriate for the Tribunal to deal with the claim".*

Claimant's Submissions

13. The claimant's solicitor confirmed that he accepted the "Legal Position" as detailed in the respondent's solicitor's written submissions.

14. He referred, in particular, to the guidance in **Ravat** and submitted that the issue of jurisdiction was a question of fact and degree.

15. So far as the present case was concerned, he submitted that there were a number of factors which, when taken together, created a sufficiently strong connection with the UK to afford the Employment Tribunal jurisdiction. These were as follows: -

- The claimant is a UK National.
- The claimant lives in Scotland.
- The claimant is a home owner in Scotland.
- The terms of the Contract of Employment (P4-7) and, in particular, the provision relating to "Law and Jurisdiction" (P6).The respondent, he submitted, had chosen to give the claimant "*the exclusive jurisdiction of the Scots Courts and Tribunals"* and it was *"disingenuous"* of the respondent, having specifically included this provision in the contract, to now maintain that UK nationals do not enjoy the jurisdiction of Employment Tribunals in their own country.
- The involvement of Jim Beveridge in the disciplinary action against the claimant. Mr Beveridge is the Senior Vice-President of Africa Operations and is employed by the respondent's parent Company in Aberdeen.
- The claimant was liable for UK Income Tax over and above the Income Tax which he paid in Equatorial Guinea.
- The claimant underwent training in Aberdeen.

Respondent's Submissions

16. The respondent's solicitor produced detailed and comprehensive written submissions which are referred to for their terms. As I recorded above, this included an accurate summary of the "Legal Position" (pages 7-14).

17. The respondent's solicitor sought to distinguish the present case from the facts in **Ravat** in that:

- Mr Ravat was employed by a UK Company.
- He worked for a substantial period in London.
- He was paid in Sterling and was subject to PAYE and National Insurance deductions.

18. The respondent's solicitor also directed me to the following passage from the Judgment of Mr Justice Langstaff in **Powell** at para. 51:- *The starting point which must not be forgotten in applying the substantial connection test is that the statute will have no application to work outside the United Kingdom. Parliament would not have intended that unless there were a sufficiently strong connection. 'Sufficiently' has to be understood as to sufficient to displace that which would otherwise be the position*".

19. When expanding orally on his written submissions, the respondent's solicitor also directed the tribunal to the Judgment of the EAT in **Olsen** where: "*Despite nearly 50% of the claimant's time being spent in the UK, his recruitment having been as a result of a process conducted in the UK and having been offered an English Law governed contract (which he had rejected), the Claimant in that case was found not to meet the sufficiently strong connection test.*"

20. Also, in **Wright**: "*despite the contract of employment stating that the English Courts would have jurisdiction, an English law would apply, and the Claimant*

having a home in England (although not one he was considered to be resident at), the EAT agreed that there was no jurisdiction for the Tribunal to consider the Claimant's claim. These factors alone could not displace the many others that pointed away from Britain and British Employment Law applying."

21. The respondent's solicitor also referred me to **Pickard**, an Employment Tribunal case, which he submitted was of assistance as the facts were similar to the present case. In that case, the Tribunal concluded that, despite a number of factors which pointed towards British employment law applying, the Employment Tribunal did not have jurisdiction to consider the claims which were being advanced.

22. The respondent's solicitor detailed a number of points in his written submissions which pointed to a connection with EG. I set these out below in my "Discussion and Decision". He submitted that when the "*balancing exercise*" was carried out there were insufficient facts to displace the conclusion that the laws of the host country, where the claimant worked exclusively, i.e. EG, would apply.

23. He submitted, therefore, that there was no jurisdiction for the Employment Tribunal to consider the claim and that it should be dismissed.

Discussion and Decision

24. Territorial boundaries apply to employment rights. As the House of Lords put it in **Lawson**, UK legislation is "*prima facie territorial. The United Kingdom rarely purports to legislate for the whole world*".

25. S.196 of the Employment Rights Act 1996 used to exclude employees who ordinarily worked outside Great Britain from the right to claim unfair dismissal and from other protections in the Act. However, that section was repealed by the Employment Relations Act 1999 and was not replaced, leaving the

Employment Rights Act silent with regard to its territorial scope. This means that Tribunal and Courts are left to determine the territorial scope of the legislation.

26. The test for a Tribunal charged with the task of determining the territorial scope of an unfair dismissal claim was sent out by Lord Hope in **Ravat**.

29. I had to carry out a balancing exercise, therefore, in the present case by considering the factors which pointed towards a connection with Great Britain and those which pointed towards a connection with EG. What is required is a comparison and evaluation of the strength of competing connections. I had to decide, as Lord Hope put it in **Ravat**: "*Whether the connection was sufficiently strong to enable it to be said that Parliament would have regarded it as appropriate for the Tribunal to deal with the claim.*"

30. I was mindful of the guidance of Elias LJ in **Bates van Winkelhoff** at para. 98 which is detailed above.

31. I was also mindful of what Mr Justice Langstaff said at para. 51 in **Powell**: - "*The starting point which must not be forgotten in applying the substantial connection test is that the statute will have no application to work outside the United Kingdom. Parliament would not have intended that unless there were a sufficiently strong connection. 'Sufficiently' has to be understood as sufficient to displace that which would otherwise be the position*." In the present case, the claimant worked exclusively abroad in EG and undertook no work in the UK which meant that EG would have jurisdiction unless that jurisdiction could be displaced by factors which established a sufficiently strong connection with Great Britain.

32. Further, I accepted the submission by the respondent's solicitor on the basis of **Smania** that a "looser test" that applied in **Ravat** would not be adopted in cases such as the present case, involving a claim of whistleblowing.

33. In his written submissions, the respondent's solicitor detailed several factors *"that pointed against British Employment Law applying*" and maintained that these were "*determinative*": -

"

- The claimant undertook no work in the UK.
- The claimant cannot in any sense be said to have been working in a British 'enclave' as some of the authorities have considered. The claimant's place of work employed a number of nationalities and British Nationals were, indeed, in the minority.
- The claimant was at all material times employed by entities which were incorporated outside of the UK and which undertook no business activities and engaged no employees, in the UK.
- The claimant was employed to work exclusively on the Asset, which was registered in the Bahamas not in the UK.
- Save for one day's FOET which was undertaken in the UK, as a matter of geographic convenience – something which is clearly ancillary to his work duties – the claimant did not undertake any work-related duties (including training) in the UK.
- The claimant was at all times paid in US dollars through a US dollar payroll.
- There was no requirement for the respondent (or any other Company within its group) to operate the UK Pay As You Earn system in respect of the claimant's employment and there was no requirement for the respondent (or any other Company within its group) to make deductions in respect of UK Income Tax or National Insurance.
- The respondent's sole responsibility in terms of tax was to pay host country taxes on the claimant's behalf, that is to say taxes in EG.
- The claimant did not receive paid holidays.
- All human resources matters were dealt with by individuals based out with the UK, who were employed by Companies based out with the UK.

- The claimant's travel to and from his place of work was arranged by employees based out with the UK.
- The claimant received instructions regarding his day-to-day activities from individuals based out with the UK.
- The claimant raised his concerns regarding the disagreement he had with Mr Chevaillier with Mr Alessandrello, an employee of the respondent based out with the UK.
- During the 28-day periods he spent working in EG, accommodation and utilities were provided for the claimant in EG on the Asset.
- The decision to terminate the claimant's employment was taken out with the UK. Those involved in taking the decision to dismiss were based out with the UK. The decision was communicated to the claimant by a letter prepared by an employee of the respondent based out with the UK."

34. The factors that pointed in favour of British employment law applying were as follows: -

- The claimant is a UK National.
- The claimant is resident in Scotland.
- The claimant is a homeowner in Scotland.
- The contract of employment had the following provision (P6): -

'***Law and Jurisdiction:***
These terms of employment are governed by and will be construed in accordance with the laws of Scotland and the exclusive jurisdiction of the Scots Courts and Tribunals will apply. Should you seek to invoke laws of any other jurisdiction you agree that the Scots Courts and Tribunals must take into account any judgment, decree, or award or damages made in your favour against the Company by any other judicial authority and vice versa.'

- The involvement of Jim Beveridge who is employed by the parent Company, based in Aberdeen, in the claimant's complain about health and safety on the Asset.
- The claimant paid UK tax over and above the EG tax.

- The claimant underwent one day's training in Aberdeen (P21). He was paid his normal day rate without deduction of tax and was required to account for his own tax.

Contract

35. In my view, the contractual provision was a powerful factor. Baroness Hale said in **Duncombe** that: "*Unfair dismissal does not form part of the contractual terms of conditions, but it was devised by Parliament in order to fill a well-known gap in the protection offered by the common law to those whose contracts of employment were ended.*" However, she also said at para. 16 that: "*It must be relevant to the expectation of each party as to the protection which the employees would enjoy*" and in the present case when he gave evidence, which I considered to be entirely credible and reliable, the claimant said that he took comfort from this provision knowing that he had this protection and recourse not only to his own national Courts, but also its Tribunals. He regarded this as an important part of his contract.

36. It seemed to me that for the respondent to specifically include this provision, which was only afforded to employees who were UK nationals, to recruit the claimant on that basis and then to maintain that the claimant could not avail himself of recourse to a "Scots Tribunal", was inconsistent, if not "disingenuous", as the claimant's solicitor maintained. That contractual provision "connected" the claimant to Great Britain.

37. In his written submission, the respondent's solicitor maintained that: "*The claimant's contract of employment was clear that it was the understanding of the parties that the employment laws of the host country, i.e. EG, would apply.*" As I understand it, that related to the following provision in the contract of employment (P6): "***Statutory Entitlements:*** *WGEG Limited will comply with all statutory obligations and employment laws of host country."*

38. However, that was nothing to the point when it came to jurisdiction, as that provision related, in my view, to EG statutes which regulated the carrying out of work in that country. For example, relating to such matters as health and safety, or perhaps the minimum number of nationals to be employed, which any Company would have to comply with to operate legally in EG.

Jim Beveridge

39. I also accepted the submission by the claimant's solicitor that the involvement of Jim Beveridge, who was employed by the parent Company based in Aberdeen, was more than just as an "overseer". While Mr Beveridge did not have involvement in the respondent's day-to- day operations, he was copied into e-mail correspondence on 10 December 2017, concerning the claimant's complaint and concerns about safety on the Asset. He replied the same day (P.46/47) and continued to be copied into e-mails thereafter (P.45/44). In his e-mail of 6 January (P44), he expressed his views on the merits of the claimant's complaint, suggested how the claimant could be dealt with and it was clear that he was prepared to become further involved: *"I may make him the offer to make an official complaint…..".* The claimant also felt it appropriate to involve Mr Beveridge (P54).

Holidays

40. Although the claimant did not receive paid holidays, that is not unusual in the oil and gas industry for those working on a rotation. Workers on installations in the North Sea, for example, are expected to take holidays during their breaks onshore.

Decision

41. The issue was finally balanced. While the contractual provision is not determinative, it creates a connection with Great Britain. When I considered that important factor along with the other factors pointing to jurisdiction in Great Britain and weighed all the factors, both for and against, in the balance,

I was driven to the view, in the particular circumstances of this case, that this combination of factors created a sufficiently strong connection with Great Britain to "*displace that which would otherwise be the position*": that EG, where the claimant worked exclusively, had jurisdiction. The factors pointing to jurisdiction in Great Britain outweighed *"the strong territorial pull of the place of work".* I was satisfied, with reference to **Duncombe**, that there was a stronger connection both with Great Britain and British employment law than with any other system of law. I am of the view, therefore, that there is jurisdiction to consider the claim.

42. Unless there are any further preliminary issues, therefore, the case should now proceed to a Final Hearing on dates to be fixed and the tribunal will require to consider appropriate Orders for the Hearing.

43. Finally, I did not find this case an easy one to determine and I would, therefore, very much like to thank, the parties' solicitors for their careful written and oral arguments and for setting out the relevant law so clearly and focusing the issues. This proved to be of considerable assistance.

Employment Judge: **Nicol Hosie**
Date of Judgment: **22 January 2019**
Entered in Register: **22 January 2019**
And Copied to Parties