



EMPLOYMENT TRIBUNALS

Claimant

Mr D Geddes

Respondent

v Mercedes AMG High Performance
Powertrains Ltd

Heard at: Cambridge

On: 30 and 31 January 2020

Before: Employment Judge Finlay

Appearances

For the Claimant: Mrs G Buxton, Lay Representative.

For the Respondent: Mr R Oulton, Counsel.

RESERVED JUDGMENT

The claimant's claim of unfair dismissal fails and is dismissed.

REASONS

Introduction

1. This claim was heard on 30 and 31 January 2020. The claimant was represented by Mrs Buxton a lay representative and the respondent by Mr Richard Oulton of Counsel. I heard evidence from the claimant and, on behalf of the respondent, from his line manager Mr Russell Edwards (IT Infrastructure and Technology Manager), from Ms Joanne Pashler (HR Adviser) and from Mr Michael Nash (Head of HR).
2. Both representatives made helpful oral submissions once the evidence had been concluded and Mr Oulton handed up and referred to the case of *Kaur v Leeds Teaching Hospitals NHS Trust* [2018] EWCA Civ 978.
3. I was provided with an agreed bundle of over 900 documents containing many duplications which was unnecessarily long and somewhat difficult to follow. I made it clear from the outset that the parties could not expect me to read documents to which I had not been specifically referred in evidence or in submissions. It was apparent from the outset that the case

would not be concluded within two days. Mr Oulton suggested that he needed at least a day to cross examine the claimant and the witness statement of the respondent's main witness contained over 100 paragraphs. In the event, we were able to complete the evidence and submissions on liability with Judgment reserved. A provisional remedies hearing was fixed at the time, which will now be vacated.

4. The claimant claimed constructive unfair dismissal under s.95(1)(c) and s.98 of the Employment Rights Act 1996. A list of issues had been agreed between the parties. The list was as identified by the claimant in his particulars of claim and confirmed at the case management preliminary hearing with a small number of changes. The list set out the matters which the claimant said constituted the fundamental breach of his contract of employment and, individually and/or collectively, constituted a breach of the implied term of trust and confidence. That list of eight allegations is considered specifically within my conclusions below.

Facts

5. Having heard the evidence from the various witnesses and considering the documentation to which I was referred, I make the following findings of fact.
6. The claimant commenced employment with the respondent in June 2013 having worked for the respondent as a contractor for over two years before then.
7. Until 2016, he was employed as a PLM (Project Lifestyle Management) Application Engineer within the respondent's IT business services department.
8. The respondent has a high-performance culture. It operates in a highly competitive industry. The claimant accepted that employees at the respondent need to be innovative at all times, to be pro-active and to think "outside the box". The claimant had a senior role and his contract of employment stated that he "recognised and acknowledged the competitiveness of Formula 1 ... and the resultant importance of pursuing (his) work in the most diligent and expeditious manner possible".
9. The respondent carries out half yearly and annual performance reviews. Employees are scored against a matrix giving an overall rating of insufficient (1), inconsistent (2), successful (3), excellent (4) or outstanding (5). A rating of 3 shows that the employee has performed consistently to the standard expected.
10. Until 2016, the claimant performed consistently well and his overall rating did not drop below 3. However, a number of changes occurred in 2016.

11. Firstly, Mr Edwards became the claimant's line manager in March 2016, initially on secondment, but taking up the role permanently in December 2016. Mr Edwards and the claimant had previously been friends. From June 2016 onwards it was Mr Edwards who carried out the claimant's performance reviews.
12. Secondly, the respondent (in Mr Edwards' word) "recalibrated" the scoring for the IT Department, the respondent considering that the ratings handed out did not reflect the performance of the IT Department compared with other areas of the respondent's business. In other words, the respondent raised the bar for the IT Department such that a standard of performance which had previously have been seen as "successful" might not be seen as so in future.
13. Thirdly, and connected with the previous point, the respondent decided that in order to bring the performance of the IT Department up to the standard required for the business, it would refocus the weighting of the scoring. The overall score comprised two elements, firstly performance against individual objectives and secondly performance against "observable behaviours". The respondent considered that it was in the latter where performance needed to be improved and from June 2016 to June 2017 (inclusive) all team members were automatically rated as 3.0 for their individual objectives, such that their overall score was determined by reference solely to their performance against the observable behaviours. Those observable behaviours are what were described as the softer skills, namely enthusiasm, innovation, quality, initiative, communication, organisation and accountability. Specific training on those skills was given by the respondent in 2016 to the IT team members including the claimant.
14. Fourthly, with effect from July 2016 Mr Edwards changed the claimant's job title to Third Line Engineer. Mr Edwards explained that he wanted the claimant to focus on learning technical skills so that he had better knowledge of the IT systems he worked with such that he could carry out what Mr Edwards described as "root cause fixes" which would therefore empower the claimant. Mr Edwards wanted his team not simply to solve issues as they arose, but to identify why those issues had arisen and take steps to ensure that they did not reoccur. He also felt that as a senior person with the team, the claimant was too involved with the day to day IT issues rather than undertaking and completing projects to improve the underlying IT system. The claimant did not deny that he spent time doing work which was more suitable for junior members of the team, but whereas the claimant felt that those junior colleagues were not capable of doing the work, Mr Edwards felt that it was for the claimant to organise the work and his team such that he was not spending so much time on those routine issues.

15. There was a dispute as to the extent to which Mr Edwards made the claimant aware of the changes to his job role. The respondent says that the claimant was provided with a new job description in June 2016. The claimant has no recollection of receiving it until 2018. Mr Oulton argued that because the claimant had initialled a copy of this job description, then it must have been provided to him in June 2016. I disagree. The copy in the bundle was not signed even by Mr Edwards and the claimant's initials were not dated. Nonetheless, whether or not the claimant received the job description in June 2016, I find that he was aware of Mr Edwards' expectations for him within his role. Mr Edwards arranged regular meetings with the claimant up to twice a month. Having heard the evidence of Mr Edwards, I consider it to be implausible that even though some of those meetings may have been cancelled for various reasons, Mr Edwards did not make the claimant fully aware of his expectations as his line manager.
16. There was also a dispute about the amount of training provided to the claimant by the respondent, particularly in relation to certain IT applications such as UMX. The respondent concedes that it did not provide "classroom" style training but maintained that the claimant had the opportunity to improve his skills in these areas by shadowing others, learning from colleagues and by "self-learning". The claimant complained on a number of occasions that he required training on these IT skills which had previously not been seen as essential for his role.
17. The respondent has a performance review policy which applies to all staff once they have passed their probationary period. It contains a performance improvement procedure which includes a number of stages. The first, informal, stage is that the employee is put on a performance improvement plan (PIP). The procedure states that if the employee "fails to meet the targets for immediate improvement or to sustain the improvements required at any stage during the designated period, the (respondent) will start stage 1 of the procedure". (my emphasis)
18. There are four formal stages, the first three of which provide for warnings and further PIPs and the fourth and final being termination of employment. The employee has the right to appeal against any decision made under the procedure.
19. The respondent also uses personal development plans (PDPs) as an improvement tool. They are not part of the performance review policy but are used for employees with a training need. They are seen as a more voluntary process although Ms Pashler admitted that it is rare for employees to volunteer to go on a PDP.
20. In 2016, the claimant scored lower than 3.0 overall for the first time in his career with the respondent. His scores were 2.9 both at the mid-year and end of year reviews. In 2017, his scores fell further to 2.5 and 2.6. At the beginning of 2018, Mr Edwards advised the claimant that he was putting him on a PIP. Mr Edwards had conversations with his manager as to

whether the claimant should be given a PIP or a PDP but felt that a PIP was the appropriate tool, believing that the claimant let himself down by lack of organisational drive and ability to self-motivate. Mr Edwards chose innovation, motivation, accountability and organisation as the areas for improvement within the PIP. "Motivation" was not an observable behaviour recognised by the respondent and Mr Edwards explained that it combined two observable behaviours of enthusiasm and communication. The PIP documentation was comprehensive and detailed, setting out the standards required, the support needed, the methods of measurement and the timescales for improvement. The claimant was shocked and upset, believing that to put him on a PIP was unfair and that Mr Edwards was setting him up to fail.

21. "Innovation" had been chosen by Mr Edwards as in his view, it was key to the high performance of the business. He considered that the claimant had been unable to find solutions to underlying IT issues without lot of promoting and pushing. Mr Edwards noted at the end of 2017 that "a greater focus is needed on motivation, moving the engineering landscape forward. Dave must establish himself as a lead of PLM and engineering topics in a project capacity, not just operational. This would come from challenging convention and a push for new and better ways of working."
22. Nevertheless, the claimant had scored 3 for innovation in his individual objectives at the end of year review in 2017 and the claimant therefore questioned why innovation was part of the PIP. Mr Edwards' justification was that the system of scoring was such that if an employee had been marked below 3 for an observable behaviour, that employee would not be marked down for the same issue in the individual objectives as well. A similar point arose in respect of organisation. The claimant pointed out that he had never scored less than 3 for enthusiasm or communication and that the 2017 year end review was the first time he had scored less than 3 for accountability.
23. The claimant and Mr Edwards met on 26 January 2018 to discuss the PIP. Ms Pashler was present and asked the claimant to put his concerns in writing, which the claimant did in a four-page letter on 30 January. In that letter, the claimant expressed a lack of confidence that he would be assessed fairly or that the goal posts would not move. The follow up meeting then took place on 5 February, again attended by Ms Pashler who took notes. Mr Edwards and the claimant went through each of the claimant's objections without reaching agreement although the claimant's objections were noted as part of his PIP and he signed the PIP "to be read in conjunction with (my) letter dated 30 January 2018".
24. At the claimant's request, the start of the PIP period was delayed such that it commenced on 5 February and would conclude on 4 May. During that eight-week period, Mr Edwards held nine review meetings with the claimant. After the first couple of weeks, the claimant's performance, as assessed by Mr Edwards, was up and down. At some of the review

meetings, he met as many as 11 of the 16 targets but at review meetings 7 and 8, he met less than half.

25. At the end of each meeting, extensive notes were provided to the claimant with an invitation to add comments. For the most part, the claimant did not do so, although he took part actively in the meetings, on one occasion on 20 April becoming emotional and frustrated. Following that meeting, Mr Edwards sought to have an “off the record” conversation with the claimant which the claimant also found inappropriate. By this point, the working relationship between the two had become rather strained. Whilst the use of the phrase ‘off the record’ by Mr Edwards may have been clumsy and open to alternative interpretations, I find that Mr Edwards’ intentions were not in any way sinister and that he was trying to find an alternative and less formal forum to discuss the claimant’s anxieties.
26. One of the elements of the claimant’s innovation target was to identify three innovations which would be signed off by a director of the respondent within a three-month period. The claimant considered this to be unreasonable and not in line with targets given to others but whilst it was no doubt a tough target, the evidence I have seen is that others on PIPs were given the same target. The claimant’s frustration was compounded by what he saw as the goal posts moving. One “innovation” became downgraded to an “improvement” which did not count towards his target of 3, although the reason for this is that what had been put forward by the claimant had been watered down considerably such that it did not qualify in Mr Edwards’ mind as an innovation.
27. At the end of the period, Mr Edwards concluded that the claimant had not met his targets. He had the choice of extending the PIP or moving a formal stage 1. Mr Edwards held discussions with HR and with his line manager. Although HR did not consider the case for an extension was strong, Mr Edwards argued for an extension rather than an immediate reference to stage 1 and his view prevailed. Mr Edwards rationale for the extension was:

“A 4-week extension is appropriate, as it took Dave a few weeks to get started with his improvements. An extension will allow Dave time to complete the open actions and show sustainability in the aspects already met.”
28. Ms Pashler offered to help the claimant with planning and the claimant took up this offer meeting Ms Pashler on 22 May 2018 during which she used the GROW model (goals, current reality, opportunity/obstacles and will) to formulate a plan for the extension.
29. The extension ran from 21 May to 29 June 2018. During the extension period, further review meetings took place following a similar format as before. By the end of the PIP period, the claimant had not met his innovation target, having had two innovations accepted as against the target of three. Mr Edwards considered that the claimant had met other targets but not consistently through the extension period. The claimant did

not agree and set out his views in an email on 9 July, but Mr Edwards closed the PIP by concluding that the claimant had not met the expectations such that what Mr Edwards described as “disciplinary action might then follow”. Mr Edwards overall summary was:

“Dave has demonstrated improvement in both organisation and accountability, and that he can meet the required expectations but has not sustained those improvements. Innovation aspect not completed within the required time frame. Motivation aspect met.”

30. During the final PIP meeting on 29 June, a key conversation took place between the claimant and Mr Edwards. In his witness statement, the claimant states that Mr Edwards said that “he had no truth or confidence in my ability to maintain my current performance if I wasn’t on a PIP”. The claimant referred to this alleged comment in an email of 9 July.
31. In his own witness statement, Mr Edwards recalled that he had told the claimant that he had concerns over the potential sustainability of the claimant’s progress when he did not have the support and structure of an improvement plan, although he acknowledged that he could not recall the exact words he had used. He explained to the Tribunal his concern that without additional support and “pushing” which comes with a PIP, the claimant did not have the self-drive to push himself to succeed.
32. The claimant described this a huge blow making him realise that he was never going to succeed and that it seemed that Mr Edwards was “engineering everything to get (him) out”. I do not consider that there is a huge difference between the two versions, although I recognise that the claimant may have interpreted the comment differently to the way in which Mr Edwards had meant it. I find that Mr Edwards was explaining why he was recommending that the claimant move to stage 1 of the formal procedure, but crucially that Mr Edwards was not suggesting that the claimant would never be able to come off a PIP.
33. At the end of May or beginning of June, the claimant had applied for an alternative role at Jaguar Land Rover. He had been interviewed on 18 June and received an offer on 6 July at a lower salary than his role with the respondent.
34. At a meeting with Mr Edwards on 9 July, when it was confirmed that he would now move to stage 1 in all likelihood, the claimant resigned handing Mr Edwards a letter giving notice of termination expiring on 8 October 2018. In his letter of resignation, he stated as follow:

“I would question whether I should have been subjected to a performance improvement plan at all (especially when compared to other employees with similar performance ratings) and I have been dis-satisfied with the way the plan has been handled from the outset. All of the concerns that I raised in my letter of 30 January have been confirmed.

The objective of any performance improvement plan should be to enable the employee to improve and succeed whereas I believe that mine has been engineered towards my failure. The constant moving of goal posts mean that I no longer have trust and confidence in my

employer and the comments made by Mr Russell Edwards on 29 June 2018 and the events of the last week were the final straw. I feel that I have no alternative but to resign in order to protect my health and well-being.”

35. Ms Pashler met with the claimant on 10 July to discuss his letter of resignation. The claimant then stated in an email the following day:

“I wish to confirm that my resignation letter is not a grievance letter. The detail in that letter was simply to explain the reasons for my decision to resign.”

36. Nevertheless, Ms Pashler decided to treat it as a grievance and referred it on to Mr Nash. However, Mr Nash did nothing at all for a month, emailing to the claimant on 10 August to tell him that he was then going on holiday and would pick it up on 28 August when he returned. The claimant told Mr Nash that he was not going to take part in the grievance process due to the stress and impact on his health and well-being, and no further action was taken. The claimant’s agreed last day of service was 28 September 2018.

Relevant Law

37. By s.94 of the Employment Rights Act 1996, an employee has the right not to be unfairly dismissed by his employer. To make a complaint that this right has been contravened, the employee must first establish that he has been dismissed. In this case, the claimant asserted that he had been “constructively dismissed” in accordance with s.95 of the ERA, in that he had terminated his contract “in circumstances in which he (was) entitled to terminate it by reason of the employer’s conduct”.
38. The case of *Western Excavating (ECC) Ltd v Sharp* [1978] IRLR 27 established that constructive dismissal involves the following three elements:
- 38.1 There must be a breach of contract by the employer which is sufficiently serious to justify the employee resigning;
 - 38.2 The employee must have left in response to that breach; and
 - 38.3 The employee must not have affirmed the contract before leaving (for example, by delaying too long before resigning).
39. The claimant relied upon a breach of the implied duty of trust and confidence. In the case of *Mahmood v BCCI* [1997] ICR 607, it was established that every contract of employment contains an implied term that the employer must not conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between the employer and employee, without reasonable and proper cause. Any breach of this implied term will be sufficient to constitute a “repudiatory” breach of contract.

Conclusions

40. My first task is to consider whether the respondent committed a repudiatory or fundamental breach of contract. I have concluded that it did not, for the reasons which follow.
41. The claimant made eight specific allegations of matters which he said led to a repudiatory breach of contract. These are the items set out in the agreed list of issues and I will deal with them in the order set out in the list. I have concluded that none are made out, (either individually or cumulative) for the reasons set out.

a – Initiating a performance improvement procedure based on the measurement of behaviours for which the claimant had already met the required standard.

42. It was not in dispute that the claimant's overall score at the end of 2017 was less than 3.0. Mr Edwards explained why he included the particular measures within the PIP. Whilst the scoring system described in paragraphs 13 and 22 above is undoubtedly confusing and perhaps also counter-intuitive, I am satisfied that the reason why certain measures were included within the PIP was that Mr Edwards had identified them as weaknesses as observable behaviours. As strange as it may seem, a rating of 3 as an individual objective did not mean that an employee had been successful in that measure. Furthermore, it is clear from the commentary and notes included in the documentation by Mr Edwards (see for example, pages 108 and 109 in the bundle of documents) how Mr Edwards felt that the claimant was falling short in the areas in question. Finally, it is relevant that the scoring system referred to was applied to all and not just to the claimant. There was no breach of contract.

b – Departing from the respondent's company guidelines for the measurement of satisfactory performance.

43. This is assumed to be a reference to the "double jeopardy" scoring system referred to in relation to issue a above. Even if it was a departure, it was consistently applied and did not constitute a breach of contract, let alone a repudiatory breach.

c – Failing to properly consider the claimant's concerns about the performance improvement procedure.

44. Whilst I fully accept that the respondent did not address the claimant's concerns raised in January 2018 in the way in which the claimant wanted it to, I am satisfied that it did consider those concerns properly. The respondent set up a meeting and during that meeting, it went through each one of those concerns. It then delayed the start of the PIP and permitted the claimant effectively to annex his concerns to the PIP document. I accept that this did not change anything of substance within the PIP itself but I do not consider that the respondent did anything unreasonable or inappropriate in this respect. Mr Edwards' concerns about the claimant's

performance were genuinely held and he was able to justify the reasons for those concerns to the Tribunal. Furthermore, the claimant had every opportunity to discuss his own concerns in the many review meetings and by adding to the notes prepared following those meetings.

d – Failing to follow the procedure in good faith and support the claimant in enabling him to achieve the satisfactory standard of performance.

45. I do not accept that Mr Edwards set the claimant up to fail or that he engineered the PIP in such a way that he would fail. Having heard the evidence from both the claimant and Mr Edwards, I conclude that Mr Edwards did follow the procedure in good faith and that he did support the claimant. I believe that he genuinely wanted the claimant to succeed. He did provide training albeit not of the type requested by the claimant and Ms Pashler made herself available to meet with the claimant in May to coach him on the forthcoming extension to the PIP. Mr Edwards argued that the claimant's PIP be extended in May 2018 rather than the claimant moving to stage 1 of the formal process at that point. Mr Edwards' good faith was also demonstrated by the copious review notes. Far from being totally negative, Mr Edwards gave the claimant credit for improvements he identified and provided positive encouragement where he felt it was due.

e – Failing to appoint an appropriate person to deal with the claimant's concerns.

46. It is not entirely clear to what this allegation refers. If it relates to the treatment of the claimant's letter of resignation, then it occurred after the dismissal and cannot therefore be relevant to whether the respondent committed a fundamental breach of contract in response to which the claimant resigned. The allegation is also factually incorrect, in that the respondent did appoint Mr Nash to deal with his grievance, although it is fair to say that Mr Nash was rather dilatory in the way in which he went about dealing with it.

f – Applying different and inconsistent standards of performance across the claimant's team.

47. On the evidence I have seen, it is apparent that others were put through PIPs of a similar kind. The claimant's innovation target of three innovations in three months was applied similarly to at least two others. As stated above, the scoring system was applied consistently across the IT team.

g – Singling out the claimant out for a performance improvement plan when other team members had scored the same or less than the claimant and were not put on a PIP.

48. This simply did not happen and it is clear from the evidence that I have seen that others were subjected to PIPs. I conclude this from the evidence of Mr Edwards and Ms Pashler and document 855 within the bundle. I acknowledge that there were a number of errors in this

document, but I am nonetheless satisfied that PIPs were applied to others within the team. In my judgment, the respondent was not required to subject everybody falling below 3 to a PIP. It is clear that both Mr Edwards and another line manager did subject colleagues of the claimant to a PIP and that the claimant was not therefore singled out.

h – Without reasonable and proper cause, making comments and conducting itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee.

49. The comments made by Mr Edwards on 28 April, and the decision to recommend the move to formal stage 1 are put forward as the “last straw” which led the claimant to resign. I deal with Mr Edwards’ comments in paragraphs 30 to 32 above. Having heard both Mr Edwards and the claimant, my conclusion is that Mr Edwards did not say anything that was inappropriate, unreasonable or otherwise calculated or likely to destroy or seriously damage the relationship of confidence and trust. He was not suggesting that the claimant would never be able to meet the respondent’s expectations. He was expressing his honest and genuine view that the claimant was not at that stage able to perform consistently at the required level without what Mr Edwards saw as the support, encouragement but also the pressure of a PIP. The claimant’s view was of course different. The claimant believed that without the stress of the PIP and the constant monitoring, he would be able to perform better. The claimant’s view may also have been honestly held, but this does not mean that Mr Edwards’ comments were inappropriate or unreasonable. They were justifiable on the basis of Mr Edwards experience of managing the claimant through the extended PIP period and before then.
50. I also reject the claimant’s assertion that it was (part of) a repudiatory breach to recommend him moving to formal stage 1. I have concluded that Mr Edwards was not in any way attempting to manipulate the process and it was a fact that the claimant had not met the respondent’s expectations during the PIP period even though it had been extended. To move to formal stage 1 was in accordance with the respondent’s procedure and was not an unreasonable course of action to adopt.
51. That is not to say that I do not have considerable sympathy for the claimant. He came across as an honest worker genuinely trying to do his best for the company. He worked for three years as an employee (five years in all) without any concerns being expressed about his performance, before a new manager came in with higher standards.
52. It is also fair to say that the scoring system was confusing and somewhat obtuse. The claimant felt that he had not been given proper training and no doubt felt that every error was being punished whilst others within the respondent’s organisation were no doubt not perfect and made errors themselves. The PIP process was certainly tough and stressful, and effected the claimant’s health. He felt that the goal posts were being moved. Despite this, he came pretty close to meeting Mr Edwards’

expectations by the end of the extended review period, but was then faced with formal sanctions and further stress.

53. However, none of this adds up to a breach of the duty of trust and confidence. An employer has the right to manage its staff and set expectations of its staff in accordance with its business requirements. The employer is entitled to change those expectations as long as it does not set unreasonable or unattainable targets, and as long as it provides appropriate support. In this case, the targets and expectations were not unreasonable and, moreover, the claimant was not singled out.
54. Both Mr Edwards and Ms Pashler did provide support. On the evidence before me, I believe that Mr Edwards did try to help the claimant. The respondent did provide training. The decision made to put the claimant on a PIP, to extend that PIP and to then consider moving to formal stage 1 with a warning can all be justified on the basis of a reasonable view of the claimant's performance.
55. Whilst the scoring system was confusing it was consistently applied and did not prejudice the claimant individually or in comparison with his colleagues. The difference between an improvement and an innovation may at times have seemed blurred, but Mr Edwards was very clear in the extensive PIP documentation and review meeting notes as to what was required of the claimant.
56. By the end of the extended PIP period, the claimant was indeed close to meeting Mr Edwards expectations. Mr Edwards was still prepared to work with him despite the strained relationship between the two and it is important to remember that at the time of the claimant's resignation, he was only at the very early stages of the PIP procedure. He had not even started on formal stage 1.
57. In summary, none of the matters complained of amount to a breach of the duty of trust and confidence or any other fundamental breach of the contract of employment, whether considered individually or collectively. Even if I am wrong and the actions of Mr Edwards in moving the claimant to stage 1 and/or making comments on 28 April were "likely to destroy or seriously damage the relationship of trust and confidence between employer and employee", then the respondent had reasonable cause for these actions, which were made in the best interests of the respondent but in good faith and with a view to improving the performance of the claimant up to the standard which the respondent reasonably required.

58. For all these reasons, the claimant was not dismissed by the respondent and his claim must therefore fail.

Employment Judge Finlay

Dated 23 February 2020

Sent to the parties on:

.....25/02/2020

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For the Tribunal Office