Harvey on Industrial Relations and Employment Law

This Bulletin covers material available to **1 January**.

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LEGISLATION

Employment Act 2025 passed

The Bill received royal assent on 18 December. Nearly all of it is to be brought into force by order, but with the exceptions of ss 78 (repeal of the previous government's laws on minimum service levels during strikes, which in fact had never been used), 19 (revision of time off for public duties) and 37 (guidance to be issued on the employment of children on heritage railways). Also, the Act itself brings into force two months from passage (ie on 18 February 2026) 18 sections relating to trade union rights; these are ss 61, 62, 63, 66, 67, 69, 70–75, 80, 82–84, 86 and 87.

The Act and these two sets of commenced provisions will be incorporated into Div Q in Issue 331.

Commencement of bereavement provisions

The Paternity Leave (Bereavement) Act 2024 **Q [1781]** was brought into force on 29 December 2025 by SI 2025/1342. It operates by way of amendments to the ERA 1996 ss 90A, 80B and 80D, which will be incorporated into Div Q in Issue 331.

DIVISION AII CONTRACTS OF EMPLOYMENT

Termination by notice; extension of notice period; timing

AII [408]

Amajane v Metroline Travel Ltd [2025] EAT 122, [2026] IRLR 20, EAT

Under the seminal old case of *Harris & Russell Ltd v Slingsby* [1973] IRLR 221, [1973] ICR 454, NIRC a notice once given can be retracted by agreement, but only if that occurs before the notice period was due to elapse. This decision of Mr Recorder Jones KC applies that also to an agreement to extend the period of notice as originally given. However, this short judgment illustrates how difficult this apparently simple principle can be to apply to complex facts (the classic problem of who said what to whom and when).

The claimant was a bus driver who had an altercation with a supervisor. As a result, he gave written notice to resign on 15 January 2020. This did not specify a period, but under his contract it would operate from 22 January. On 17 January the employer sent a letter requiring him to attend a disciplinary hearing on 22 January. The employer mistakenly thought his notice would expire on 29 January. On 22 January the claimant queried why the hearing was taking place when he had resigned, *but* he also requested a postponement for him to prepare and have a representative. It was rescheduled for 27 January. The employer determined to dismiss him summarily. On 28 January the claimant revoked his notice and on 29 January the employer affirmed the summary dismissal.

When the claimant brought proceedings for unfair dismissal, the ET rejected this on the basis that it lacked jurisdiction because he had resigned before the purported dismissal. He appealed against this and the EAT allowed the appeal. Notice can be extended by agreement if in good time, ie before expiry. On the facts here, it expired on 22 January, but the question then was whether his consent to take part in the disciplinary hearing constituted a mutual agreement to extend the notice period. The appeal was allowed because the ET had not considered this possibility. The EAT did not decide this issue, but remitted it to the ET for reconsideration.

DIVISION CIII WHISTLEBLOWING

Whistleblowing detriment; meaning; effect of judicial proceedings immunity

CIII [95]; PIII [212], PIII [220.01]

Rogerson v Erhard-Jensen Ontological [2025] EWCA Civ 1547

The general definition of 'detriment' in whistleblowing law is well explored in the case law, but this decision of the Court of Appeal concerned a more specialised point about the possible overlap between the protection from detriment in the ERA 1996 s 47B **Q [671.03]** and judicial proceedings

immunity. The moral of the story seems to be that that immunity is applicable in law, but that it needs to be kept within bounds in this context, so that it does not negate the will of Parliament.

The claimant had worked for a Singapore-based charity. He and it had a major falling out, leading him to bring ET proceedings for detriments imposed on him because he had made protected disclosures about irregularities there. This case concerned one particular alleged form of detriment that the respondent sought to have struck out. This was that, as part of the overall conflict, the respondent had accused him of breach of contract/confidence and had threatened to take this to arbitration in Singapore. The basis for the strike-out was that this was covered by judicial proceedings immunity (JPI). The ET held that it was not, and the Court of Appeal have upheld that. The judgment, given by Andrews LJ, considers the law on JPI and the circumstances that can give rise to it. Some of the cases speak of 'anything said or done in proceedings', but it is held that that is too wide. A crucial distinction is drawn between matters/statements arising in the proceedings and the bringing of the proceedings in the first place. To extend it to the latter would run the risk of breaching the opposite principle that for any wrong there should be a remedy ('ibi jus, ibi remedium' as Lord Denning was fond of saying, though in his case it was best translated as 'where there's a will, there's a way'). This is especially so where, as with whistleblowing, the right is one intended by Parliament. Here, the complaint by the claimant was about the threat of the arbitration and its effects on him and his whistleblowing claim, not anything that might have been said in those proceedings. Thus, the immunity did not apply and this particular detriment allegation could proceed. At [55] the judgment concludes:

> 'I can see no reason why it could possibly be regarded as essential to the administration of justice that an employer should be immune from suit under s.48(1A) ERA for commencing litigation or arbitral proceedings against a whistleblower, irrespective of whether the employer considers himself fully justified in doing so. On the contrary, to apply JPI in this context would leave a wrong, recognised by Parliament in s.47(1B) ERA, without the very remedy to which Parliament itself has stated the whistleblower is entitled under s.48(1A). The public policy underlying the protection afforded to whistleblowers strongly indicates that JPI should *not* attach to the commencement of such proceedings. If it did, it would seriously undermine the protection that Parliament intended to apply.'

DIVISION DI UNFAIR DISMISSAL

Capability; reasonable procedure; reasonable chance to improve

DI [1170]

***Sabourin v BT Group plc [2025] EAT 171* (*4 November 2025, unreported*)**

The obligation to give time for improvement in most cases of alleged incapability is well established, and the question of how long such a period is reasonable is one of fact for the ET. This decision of Judge Auerbach in the EAT is an example of that. However, it adds an interesting point that before there is a final decision to dismiss, the employer should consider possible improvements across the whole period.

The claimant's performance had been causing concern for some time. His line managers instituted a performance improvement procedure (in line with the employer's procedures) which lasted for about four months, with weekly meetings to monitor it. Towards the end, however, the managers were not satisfied and at a formal meeting issued him with a final warning containing necessary goals. Two weeks later a further meeting was held before a more senior manager, at which it was decided that he was to be dismissed.

In the claimant's claim for unfair dismissal the ET held that the employer had had reasonable grounds for incapability and in the circumstances had used a fair procedure. Only two weeks after the final warning may have been short, but in the context of the overall improvement procedure this was not unfair. He appealed and his primary grounds of unfairness were rejected by the EAT, the ET's decision being one open to it on the facts. However, a secondary ground was then considered, which was that there was evidence that the dismissing manager had only considered the evidence against him as it stood at the time of the final warning; he had not had any further information about the two weeks since then. The EAT held that this was a separate and distinct ground for possible unfairness that the ET should have considered. The appeal was allowed on this ground, which was remitted for reconsideration.

It may be that in the case of a very short improvement period, in practice there may not be very much to add (especially if it came at the end of an otherwise lengthy internal procedure before it), but the lesson is that in any case the employer should be in a position to show that *all* available evidence was available to the dismissing officer, if only on the Caesar's wife principle ('Caesar's wife must be above suspicion').

DIVISION E REDUNDANCY

Collective redundancies; obligation to consult; meaning of 'employer'

E [854]

***Micro Focus Ltd v Mildenhall [2025] EAT 188* (*19 December 2025, unreported*)**

Much of the discussion in this collective redundancy case before Ford DHCJ centred on the meaning (or otherwise) of the ECJ decision in *UQ v Marclean Technologies SLU* C-300/19 [2022] IRLR 548, which is considered at **E [972.01]**, **E [1075.01]**. The decision was that it concerned the concept of collective redundancies and the relevant period for defining them, not the separate issue of when the employer contemplates/proposes them, which was in issue here. However, another issue arose on the facts, relevant for present purposes, namely who was 'the employer' against whom a complaint of failure to consult should be brought.

The facts were fairly common, namely that the claimant was employed by a company which was a member of a larger international IT group. In applying TULR(C)A 1992 s 188 **Q [422]** the claimant sought to look at redundancies across the group, arguing that it was the respondent company that in practice looked after employment matters across the group, even though contracts were with individual companies. The ET upheld this and held the respondent liable as the 'de facto employer'. On the company's appeal, the EAT held that this was an error of law. In *E Green & Son (Castings) Ltd v ASTMS* [1984] IRLR 135 **E [855]** the EAT held that, under the predecessor legislation, 'the employer' meant the entity with contractual relations with the claimant, *not* any larger entity of which it is part. The 1992 Act was consolidating and so *Green* remains good law and meant that there is no scope for a de facto employer; as part of its reasoning it pointed out the basic problem here, namely that for whatever reason the collective redundancies provisions have never adopted the concept of 'associated employers'. Thus, only the contractual employer can 'dismiss' as redundant.

Although it was not directly relied on by the claimant, the judgment also mentions one other aspect of this. Is s 188 in breach of the backing directive? The directive uses the terms 'worker' and 'employment relationship' but any attempt to use this to widen the scope of the domestic provisions would be stopped by the ECJ decision in *Akavan Erityisdojen Keskusliitto AEK v Fujitsu Siemens Computers* C-44/08 [2009] IRLR 944 **E [854]** that, although the initiative for the redundancies may have come from group level, it is the obligation itself that falls on the subsidiary which has the status of employer.

DIVISION G INSOLVENCY

Guaranteed debts; claiming a basic award

G [22]

***Chaudhry v Paperchase Products Ltd* (*in administration*) *[2025] EAT 181* (*10 December 2025, unreported*)**

The claimant had been employed by the respondent employer and brought unfair dismissal proceedings on his termination. The employer filed an ET3 but then went into administration. The action was stayed and never proceeded. He applied to the Secretary of State under the guaranteed debt provisions of Part XII of the ERA 1996 for payment of a basic award. This is provided for in s 184(1)(d) **Q [808]** but the Secretary refused payment here because no ET order had ever been made for the basic award. The claimant brought proceedings under Part XII but the ET agreed with the Secretary that an actual determination and order were required. The claimant appealed, but Kerr J in the EAT dismissed the appeal. Quite simply, the wording of Part XII makes it clear that a basic award cannot be paid for without such an order.

The claimant had raised three arguments as to why this should not be the law:

(1) In the case of some other categories of guaranteed debts there was no need for an order and it was unfair to impose it here.

(2) Such a requirement puts the domestic law in breach of the backing Insolvency Directive 2008/94/EC.

(3) It puts the claimant in a case like this in difficulties because to proceed in the ET would require the consent of the administrator which may or may not be forthcoming and, if not, would require further legal proceedings to challenge it.

None of these grounds succeeded. The first two foundered on the plain wording of the sections; in the case of the second, it was said that breach was arguable, but even if shown there was nothing that the EAT could have done because it was not possible to interpret the wording otherwise and a *Marleasing* redefinition would go 'against the grain' of Parliamentary intent. The difficulties outlined in the third were accepted but inevitable, though the following suggestion was made at the end of the judgment:

> 'An administrator or liquidator of an insolvent employer who is faced with a request for permission to proceed with a claim, coupled with an undertaking that the employee wishes to do so for the purpose only of obtaining a basic award of compensation for unfair dismissal from a tribunal, would do well to consider carefully consenting to the request. Acceding to such a request should not prejudice other creditors provided no assets of the insolvent employer are spent on defending the claim.

In such a case, it would be for the Secretary of State to consider whether to raise any defence to the claim – for example, that the dismissal was fair – as in the case of a claim for arrears of pay … An administrator or liquidator who is willing to accede to such a request should be comforted by the employee's undertaking not to pursue the claim for any other purpose than to obtain a basic award and then recover the amount of that award from the Secretary of State, not the insolvent employer. Any compensatory award would be an ordinary debt without any priority over other creditors; or the employee might undertake not to seek a compensatory award.

A corollary of the above is that if such a request is refused and the employee then applies to the insolvency court for permission to proceed, the latter court might well be willing to grant permission – and the liquidator or administrator might be correspondingly exposed as to the costs of the application to the insolvency court if it did not consent – provided again that the employee undertakes not to pursue the claim for any other purpose than to obtain a basic award for the purpose of recovery against the Secretary of State under Part XII of the ERA.'

DIVISION K EQUAL PAY

Material factor defence; whether the factor is indirectly discriminatory; justification

K [501]

Perkins v Marston (Holdings) Ltd [2025] EAT 170 (28 November 2025, unreported)

The claimant in an equal value case worked for a debt recovery firm and claimed equality with male colleagues in differently titled roles who were paid substantially more than her. The employer raised the material factor defence under the EqA 2010 s 69 **Q [1511]**. The ET identified three factors operating (for example on staff retention), but held that the defence had not been made out. In the alternative, the ET held that if the factors had been held to breach the section, they would have been prima facie indirectly discriminatory and the respondent would have failed to establish justification because there were less discriminatory ways of achieving its aims. Both sides appealed and Burns DHCJ in the EAT allowed elements of both the appeal and cross-appeal, remitting the case for reconsideration.

With regard to the application of s 69 itself, the ET had erred on the question of whether there was a particular disadvantage by enquiring why that was the case; the law is that it is enough that objectively there is. Also, it was held that the burden of proof on the employer (once the claimant has shown disadvantage, here the difference in pay) to show that the material factor relied on explains the difference operates on ordinary principles of a presumption that can be displaced by 'cogent and sufficient' evidence; there is not some higher degree of proof necessary. On the question of whether a factor is indirectly discriminatory, the judgment contains useful guidance; in particular, it was held that:

(1) The fundamental question is whether the material cause of (here) the pay difference is tainted by sex; if it is, it has to be justified as a proportionate means of achieving a legitimate aim.

(2) In considering that, it is not necessary for the claimant to identify persons of the same sex doing work equal to hers; as a matter of policy, that could place too high an onus on an individual claimant, for example in a large organisation with a large pool of comparison.

(3) The ET needs to give full consideration to the question of proportionality, which is likely to be key. Here, the ET (in its alternative holding) had concentrated only on whether the employer could have adopted other tactics less discriminatory. Instead, it needed to consider the individual factors and their own proportionality.

DIVISION L EQUALITY

Prohibited conduct; causing or inducing discrimination

L [523]

Bailey v Stonewall Equality Ltd [2025] EWCA Civ 1662

The decision of the EAT in this newsworthy case is set out at **L [523]**; it has now been upheld by the Court of Appeal who dismissed the appeal by the claimant. She had succeeded in her action against Garden Court Chambers (GCC) where she had her tenancy, on the basis that their investigation of her and request to take down two tweets concerning her gender critical views was unlawful discrimination. There was no appeal against that. The present case concerned her action against Stonewall for allegedly causing or inducing that action by GCC, contrary to the EqA 2010 s 111(2) and (3). The ET held against her, as did the EAT. The facts were relatively complicated, but ultimately the case revolved around actions by one Stonewall official to get supporters to email complaints about her to GCC, and particularly one email from another official saying that her actions could cause difficulties with GCC's continued involvement with them and saying that they trusted that GCC would 'do what is right'. The claimant took this to mean take action against her, which then happened with the investigation. However, though the ET accepted that it was possible to read that email in that way, it held that that was not so on the facts and that Stonewall's complaint was no more than a protest or an appeal to GCC as a 'perceived ally'. This key finding was to prove fatal to the claim, especially as the ET went on to say that the complaint was merely the 'occasion for' GCC's actions.

The judgment of the Court of Appeal was given by Whipple LJ. It considers the relatively sparse case law here, largely by way of common law analogies. It then considers 'causing' under s 111(2) first. Here, it essentially follows the approach of Bourne J in the EAT. This is that 'but-for' causation is a first requirement but is not enough on its own. There is then a second, evaluative test of whether the respondent should be made liable, on the basis that that would be fair and just in all the circumstances. At this stage, neither the

respondent's motivation/intent nor reasonable foreseeability are directly relevant, though in practice they might be factors to consider. At [79] the judgment states:

> 'It follows that I am in substantial agreement with Bourne J as to the applicable test under section 111(2). He concluded that once "but for" causation had been established, the question was whether, having regard to the statutory context and all the facts, it was fair and just and reasonable to find the defendant liable (see para 123 of the EAT's Decision). I would, however, invite greater precision about what is being evaluated at the second stage. Bourne J correctly identified the big picture as being what is fair and just and reasonable (that is what is "written large", according to Lord Nicholls in *Kuwait Airways* at para 70); but that evaluation is not open-ended, rather it requires focus on the various legal labels (or concepts or filters – those terms are used interchangeably in the case law) by which liability may be limited (see again *Kuwait* at para 70). One of those labels is *novus actus interveniens*.'

It was this last point that was added by the court because it went on to hold that GCC's actions were indeed a *novus actus* here, reinforcing the ET's factual holding that the email was just the setting for what happened.

Turning secondly to the allegation that Stonewall had induced GCC's actions under s 111(3), this is dealt with more briefly, essentially agreeing with the EAT (see **L [525]**). This allegation was said not to get off the ground on the ET's found facts, given that causing (a lower bar) had failed.

One final point to note is that originally there had also been an allegation that Stonewall had 'instructed' GCC to take its action, contrary to s 111(1); this failed and was not in issue before the Court of Appeal. However, it was considered by the EAT and presumably what was said about it there still stands, see **L [524]**.

Disability discrimination; exemption of the armed forces

L [741]

***L and Dunn v Ministry of Defence [2025] EAT 197* (*23 December 2025, unreported*)**

This case comprised two joined appeals raising the same point. In the case of *L*, a serving soldier was discharged due to being HIV positive. In the case of *Dunn*, an ex-soldier who was discharged voluntarily sought to change this to discharge on medical grounds, but this was refused. They both argued that they had suffered disability discrimination, but faced a hurdle in domestic law because of the Equality Act 2010 Sch 9 para 4(3) **Q [1598]** which specifically exempts the armed forces from liability for this particular form of discrimination. They therefore argued that this exclusion was contrary to the European Convention (particularly art 14) and that under the HRA 1998 s 3 there was a duty to interpret para 4(3) (and in *Dunn* s 108 of the EqA 2010 on

relationships that have ended) so as to permit their actions to proceed, if necessary by reading in wording. The ETs rejected both claims and the claimants appealed.

It is important to realise the basis for the original ET decisions and the appeals. For these purposes it was assumed that there *might* be a Convention breach in order to take first of all (in effect, in reverse order) the question whether, if so, the ET/EAT could do anything about it by way of interpretation. It was held by the ETs and Linden J in the EAT that they could not. The two statutory provisions therefore stood and it was not necessary to decide on the question of breach. The EAT judgment contains a comprehensive review of the ability to interpret a domestic provision so as to bring it into conformity with the Convention. It emphasises the essential distinction between interpretation (allowed) and amendment (not allowed if 'going against the grain' of the legislation and contradicting the intent of Parliament). Of particular importance here was the legislative history of first the DDA 1995, amendments in the light of EU law to include the armed forces in other forms of discrimination law but taking advantage of a possible derogation for disability discrimination and then the carrying forward of all of this without change into the EqA 2010. It was acknowledged that the interpretation/amendment divide can be difficult to apply, but here these factors strongly pointed to the linguistic changes being advocated falling on the wrong side of the line. Moreover, the judgment states that such a far-reaching change in disability and the armed forces (potentially applying not just to the relatively narrow facts of these cases) lay beyond the proper function of the courts and, if to be proceeded with, should be left to Parliament, citing a pithy dictum by Cavanagh J in *Steer v Stormsure Ltd* [2021] ICR 807, EAT (upheld by the CA [2021] IRLR 762, [2021] ICR 1671) that to write in the wording necessary would risk 'affecting the overall balance struck by the legislature whilst lacking Parliament's panoramic vision across the whole of the landscape'. Thus, both appeals failed and it was not necessary to decide the breach point, as it could not lead anywhere even if successful.

DIVISION M TRADE UNIONS

Certification Officer; discretion to refuse application

M [4001], M [4004]

Evans v Prospect [2024] EWHC 2589 (KB), [2025] IRLR 47

This was a continuation of major litigation between a union member/officer and his union – see the defamation cases of *Prospect v Evans* [2024] EWHC 1533 (KB), [2024] IRLR 825, [2025] ICR 1 and *Prospect v Evans* [2025] EWHC 499 (KB), [2025] IRLR 505, [2025] 2 All ER 729, considered at **M [172]**. This subsequent case concerned an application that the claimant made to the Certification Officer (CO) complaining of irregularities in union administration and elections. The CO struck this out as having little chance of success. The claimant appealed on several, disparate grounds. The first was that the CO had applied the wrong tests for the strike out, but Eady J in

the EAT held that she had acted legally. Secondly, however, the claimant made wide-ranging allegations of bias by the CO. Usually such allegations relate closely to the official's conduct directly in hearing the case, but these were more fundamental, relating to the whole position of the CO. It was alleged that her office was too closely linked to ACAS and the unions generally and this union particularly, both institutionally and also in relation to the CO herself and her professional background. The judgment considers the laws on actual and perceived bias and comes to the conclusion that there was no evidence of her interactions with ACAS and the union's general secretary having had any influence on her decision. The office is independent of ACAS and she had acted within her powers properly conferred. There was no actual bias and an objective observer would not have suspected any. This part of the appeal was also dismissed. However, the claimant did have some success on two other grounds: (1) a complaint of alleged irregularities under the rules in the election of the union's general secretary, which should not have been struck out; and (2) a complaint about the refusal of the CO to entertain a further application by the claimant – this had been simply disallowed on the basis that it was duplication of existing grounds, but the EAT held that the proper course here would have been to hear the claimant and require him to show why it should not be struck out as an abuse of process.

DIVISION PI PRACTICE AND PROCEDURE

Costs; ability to pay; matrimonial assets

PI [1080], PI [1091]

***QR v The Gi Group Ltd [2025] EAT 178* (*8 December 2025, unreported*)**

This case before Ford DHCJ in the EAT concerned primarily a monetary claim based on that nightmare of employment law, an alleged oral contract to pay a substantial amount of money, in relation to which (in the late Queen's phrase) recollections may vary. The claimant lost on the facts and an order for costs was made for £10,100. The claimant's appeal on the merits was dismissed. She also appealed against the costs and here, although the decision to make an award stood, she succeeded on one particular ground. The ET had taken into account, under (now) ET Rules r 82 **R [3679]** on ability to pay, the joint income of the claimant and her husband, without making any differential. The leading case of *Abaya v Leeds Teaching Hospital NHS Trust* UKEAT/0258/16 (1 March 2017, unreported) discussed at **PI [1091]** held that this was an error of law. There are cases where a third party's resources may be relevant (eg in *Beynon v Scadden* [1999] IRLR 700, EAT, in the case of a backing union) but that must be carefully considered and applied. Here, the judgment states at [61]:

> 'In my judgement, a tribunal has a broad and unfettered discretion whether to have regard to a paying party's ability to pay under rule 84, but if it does do so the rule requires that the focus is on that individual person's ability to pay. The resources of a third party may be relevant,

but only insofar as they impact on the paying party's ability to pay: see *Abaya* at §25. To that extent, the judgment in *Abaya* does no more than reflect the clear language of rule 84. It is not a fetter on a tribunal's discretion and is not in tension or conflict with *Beynon*.'

This was said to be particularly important in costs awards around £10,000 which is a lot of money for most people; the ET here had shown no evidence of having taken this properly into account and the costs order was referred for reconsideration.

EAT; public hearings; remote attendance

PI [1569]

Cohen v Mahmood [2025] EAT 134, [2026] IRLR 23

This judgment by Judge Tayler revolved not around the parties themselves, but a third party, C, who sought to observe an EAT hearing remotely. The judgment points out that she has a long history of litigation in the ET, EAT and Court of Appeal and has made multiple applications for remote observation of cases, taking up much judicial and administrative time. However, there is of course a general principle of open justice which is more difficult to accommodate in times of remote hearings and observation.

On this occasion, C sought to have the ET1, ET3, notice of appeal and skeleton arguments, in order she said to understand the proceedings to be observed. The EAT required her to submit a witness statement answering questions about her application, with a statement of truth. She objected to this, but did comply at least in part. The EAT allowed remote observation, but not production to her of these documents. She appealed against this but her appeal was rejected. It was held that she had not explained fully enough why she needed the documents, and the judge states that as a general rule those who invoke open justice must be open themselves. Moreover, (1) although open justice is important it is also important that personal and/or private information on parties to a case is not published widely; and (2) a tribunal may take into consideration the administrative burden a request would involve, including any vetting operation to ensure that such information is not disclosed.

REFERENCE UPDATE

Bulletin	Case	Reference
559	*Ryanair DAC v Morais*	[2025] ICR 1488, CA
563	*Chandra v University and Colleges Union*	[2025] ICR 1443, EAT
564	*Jones v Secretary of State for Health and Social Care*	[2025] ICR 1503, EAT

Bulletin	Case	Reference
564	*Raison v Capital Bank Ltd*	[2025] ICR 1533, EAT
565	*Ryanair DAC v Lutz*	[2025] ICR 1448, CA
565	*Gillani v Veezu*	[2025] ICR 1557, EAT
565	*Leicester City Council v Parmer*	[2025] ICR 1581, CA
567	*AYZ v BZA*	[2025] ICR 1441, EAT
568	*Henderson v GCRM Ltd*	[2026] IRLR 1, EAT
568	*Alom v Financial Conduct Authority*	[2026] IRLR 8, EAT
568	*DBP v Scottish Ambulance Service*	[2026] IRLR 28, EAT
568	*Simpson v UNITE the Union*	[2026] IRLR 34, EAT
559	*Ryanair DAC v Morais*	[2025] ICR 1488, CA

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