Bulletin No 577 **August 2026**

Harvey on Industrial Relations and Employment Law

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

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LEGISLATION

Increase of the time limit for an ET action

The qualification periods for ET actions are to be increased across the board from three months to six months by the ERA 2025 s 152 and Sch 12; according to the latest government timetable for implementation, this is to be done on 1 October. The schedule contains most of the voluminous legislative amendments to achieve this, but it is not exhaustive and is now complemented by three sets of regulations: the Employment Tribunals (Extension of Time Limits) (Miscellaneous Amendments and Transitional Provisions) Regulations 2026 SI 2026/758 which amend seven sets of regulations, and the specific provisions of the Employment Tribunals Extension of Jurisdiction (England and Wales) (Amendment) Regulations 2026 SI 2026/759 and the Employee Study and Training (Procedural Requirements) (Amendment) Regulations 2026 SI 2026/473. These come into force on 1 October and their changes will be made in Div R in Issue 337.

Right of access to workplaces

The ERA 2025 s 59 will add a new Chapter 5ZA to TULR(C)A 1992 giving trade unions a right to have access to workplaces and their workforces. This is scheduled for implementation on 30 October. In the meantime, the Trade Unions (Right to Access Workplaces) (Required Information) Regulations 2026 SI 2026/756 cover the details of access agreements, response notices, the involvement of the CAC and a requirement of periodic review of the new rules. These too come into force on 30 October and will be included in Div R in Issue 337.

Changes to trade union balloting

The Trade Unions (Permissible Means of Voting) and Employment Rights (Unfair Dismissal) (Amendment) Regulations 2026 SI 2026/881 make major and extensive amendments to TULR(C)A 1992 to introduce the new rules on union balloting, allowing a choice of postal, electronic, hybrid or workplace balloting. These apply to industrial action, union office, political funds, amalgamation of unions and transfers of engagements between unions. The rules come into force on 25 August 2026. They are accompanied by the new Code of Practice on Electronic and Workplace Balloting for Statutory Trade Union Ballots, which is brought into force on the same date by SI 2026/880. These changes will be made in Divs Q and S in Issue 337.

DIVISION AII CONTRACTS OF EMPLOYMENT

Incorporated terms; collective agreements

AII [55.01]

Crabb v Tui Airways Ltd [2026] EWCA Civ 988

The facts of this case on the effect of an agreed change in a collective agreement incorporated into individual contracts are set out at **AII [55.01]**. It concerned an agreement between the airline and BALPA to replace a particularly generous PHI scheme for pilots over a certain age with a less generous scheme, and whether this affected the claimants who were already in receipt of the PHI. Much depended on the construction of the actual agreement and whether a reference to changes not affecting those already qualifying meant generally or only in relation to the special case of the employer seeking to alter the principal agreement unilaterally. The judge at first instance found for the airline on these points and the Court of Appeal in a judgment given by Sir Nicholas Underhill have now upheld that on very similar grounds. In doing so, they echo the underlying point made at first instance that a renegotiation of an existing agreement by a union may have to recognise harsh realities and in doing so may have to make concessions adversely affecting some members for the good of the greater number. Those so affected may have little legal recourse.

Restraint on competition; indirect restrictions

AII [195.02]

Geeks Ltd v Watts [2026] EWCA Civ 889

This decision, concerning a ‘training fee clawback scheme’, was said by Bean LJ at the beginning of his judgment to raise issues of significance about restraint of trade in the context of contracts of employment. The claimant was a trainee QA engineer with the respondent company, on a relatively low introductory salary of £18,000 pa. Part of his contract stated that if his employment terminated other than by redundancy the company could recover his initial training costs, which were calculable by a formula, including the notional cost of a mentor for him; in his case the total was £8,108. When he was refused a pay rise and left after eight months the company demanded this amount. When civil proceedings were brought, he defended them on the basis that the scheme was an unlawful restraint of trade.

The deputy district judge held that the scheme was not in restraint of trade, but if it were it pursued a legitimate aim and was not unreasonable. On appeal, the circuit judge accepted the view that it was not a restraint and held also that it was not unlawful. On further appeal, the Court of Appeal allowed the claimant's appeal. Technically, the primary question of whether the restraint doctrine applied at all was not subject to the appeal, but the court considered that the issues were so important that they would consider it. Thus, three issues were considered:

(1) Did the restraint doctrine apply? This arose because this was not the usual form of express restraint clause, limiting what a departing employee could do on leaving. Instead, it arguably concerned an *indirect* restraint, a more difficult category. The extent to which the doctrine can apply here is considered at **AII [195.02]** and **AII [195.03]**. The text makes the point that the test here is 'one of substance, not form' and so there is no single test. The company argued that the doctrine should not apply here in two ways. Most fundamentally, it argued that it does not apply to indirect restraints at all, relying on an interpretation of Carr LJ's judgment in *Quantum Actuarial LLP v Quantum Advisory Ltd* [2021] EWCA Civ 227 giving guidance generally on applying it. This was disapproved by the court, making the point that it could not be a correct interpretation because to accept it would mean that an employer could put in any clause it wanted (e g to repay the whole of the salary while training if leaving, making it enforceable as a straightforward debt), without there being any requirement of reasonableness. The policy considerations against this were obvious (see paras [53] and [54]). Secondly, and more specifically, the company argued that the doctrine should not apply to this type of indirect restraint, i e a monetary forfeiture provision, relying on *Steel v Spencer Road LLP* [2023] EWHC 2492 (Ch), [2024] IRLR 200, [2024] ICR 147 where it was held not to apply to a clause that an annual bonus was not to be payable if the employee left within three months. Again, the court disapproved this argument, holding that *Steel* is correct on its own facts; it is not an authority that the doctrine only applies to direct, express restraints (see para [61]). Thus, the doctrine was 'plainly engaged in this case'.

(2) Was there a legitimate interest? It was accepted as established law that maintaining a stable, trained workforce can be a legitimate aim, and it was in this case.

(3) Reasonableness. The question thus became whether the (indirect) restraint passed the reasonableness test. The appeal was allowed on this ground. Had it been in issue, the court would have queried the amount calculated by the company, but in any event it was unenforceable, for two main reasons: (i) the provision applied however the employment terminated (other than by redundancy) and for whatever reason and (ii) the claimant as a trainee was lowly paid and the clawback could mean that for some time at the beginning he would potentially be reduced to the status of an unpaid intern, with unfortunate effects on, for example,

the NMW provisions. On that basis, the court could not accept that the repayment provisions went no further than was reasonably necessary to protect the company's legitimate interest in maintaining the stability of its trained workforce.

Disciplinary and grievance procedures; right to be accompanied; must be requested

AII [371]

Wolfe v Taka Mayfair Ltd [2026] EAT 106 (22 July 2026, unreported)

This decision of Judge Auerbach in the EAT arguably shows up a gap in the statutory right to be accompanied to disciplinary hearings under the ERA 1999 s 10 **Q [1111]**, given that a literal interpretation had to be give to the requirement in s 10(1)(b) that the worker must reasonably *request* to be accompanied.

The facts make the point (which has not arisen before at appellate level) clear. The worker was invited to a meeting without being told its purpose, at the end of which he was dismissed. He claimed that this was a breach of his right to be accompanied, as he did not realise what was happening or that he had the right until it was too late. His problem was that he had of course made no actual request and on that basis the ET turned down his claim. In spite of his strong arguments (as a LIP) that this decision went against the policy and intent behind s 10, the EAT felt constrained to uphold that decision. The claimant had sought to rely on Parliamentary material but that was not possible because the wording of the section is not ambiguous. At the end of his judgment, the judge commented that if this is thought to be a gap in the protection that ought to be filled, then that is a matter for Parliament. As it happens, the DBT have just announced that they are to consult on the working of the right to be accompanied with a view to possible amendment; the initial emphasis is on who should be able to accompany, but it is to be hoped that this point will form part of that exercise.

DIVISION DI UNFAIR DISMISSAL

Compensatory award; grossing up for tax purposes

DI [2767.01]; BII [216]

Sheikholeslami v University of Edinburgh [2026] EAT 96 (29 June 2026, unreported)

This case before Lady Poole raised a question about the ET's application of the ACAS uplift, which was essentially a question of fact, and the EAT affirmed that this is very much a matter for the ET, with limited chances of a successful appeal. However, it also raised an issue about grossing up for tax purposes. Normally these cases are about quantification, but the interest here is that it concerned how to *deal* with this potentially complex point in a particularly involved case.

There had been extensive litigation, leading to a remedy hearing on complex facts. These included how to deal with not just unfair dismissal compensation, but also different amounts for discrimination. The latter raised issues about applying the ground rules in *British Transport Commission v Gourley* [1956] AC 185, HL. This depended on applying tax rules, but in a Catch 22 HMRC indicated that it would not finalise an assessment until the employment case had been resolved. The solution adopted was to in effect defer the tax point by awarding the amounts net, subject to the employer having given an undertaking to gross up if it was later found necessary (a point which the claimant had disputed but on which the EAT believed the employer), with a longstop of a further application to the ET if that failed. The claimant appealed, arguing that the ET had failed to apply *Gourley*, but the EAT held that ultimately the ET has to apply common sense and that in these circumstances it had adopted a permissible solution. At [40] and [41] the judgment states:

> 'In deciding how best to put the appellant in the position she would otherwise have been, in a case in which the tax position was uncertain, the ET was entitled to have regard to the lack of clarity as to the tax position. It was also entitled to have regard to the undertaking it had recorded, and the ET's rules allowing applications for reconsideration. The ET's solution for how to implement the *Gourley* principle and ensure the appellant was neither over nor under compensated was a sensible and pragmatic one, in keeping with the dictum in *Gourley* that damages should be decided by the application of reasonable common sense. The ET did not therefore "refuse to make a *Gourley* award" as suggested by the appellant. On the contrary, the ET expressly recognised the principle in Gourley was applicable … It explained the way in which that principle was to be given effect. The appellant is able to understand from that explanation why her arguments about grossing up did not succeed at this stage of her case. The ET's reasons were proper and adequate. Should HMRC find that aspects of the award are taxable, and the respondent fails to make relevant payments in breach of the undertaking, then at that stage further application may be made to the ET, and the appellant's arguments may well succeed. However, at this stage, and in the particular circumstances of this case, the ET did not err on a point of law in relation to its decision about grossing up.'

DIVISION L EQUALITY

Harassment; unwanted conduct; relevance of consent to sexual conduct

L [417]

AB v GH Ltd [2026] EAT 115 (30 July 2026, unreported)

A key element of the definition of harassment in the EqA 2010 s 26 **Q [1479]** is that the conduct must have been 'unwanted'. A question that arose in this decision of the EAT under Griffiths J was, where it was not merely conduct such as sexual innuendos or language but actual sexual activity, whether the wider concept of 'consent' is relevant. The judgment also gives a steer on how to apply the actual wording of the section.

The claimant and a fellow employee had attended the firm's Christmas party (HR people, look away now) and had both become drunk. The respondent helped the claimant back to her room, where they engaged in physical activity, but falling short of intercourse. The ET found that the claimant had not objected to this and indeed had initiated some of it. No complaint about this was made afterwards, and the claimant referred to it as them both being drunk. However, her perception of it changed later when she came to believe that in fact he had not been drunk. The ET rejected her claim of harassment on the basis that there had not been unwanted conduct at the time, and this was upheld by the EAT. In such circumstances, although the section does not use the word 'consent', it is inherent in unwanted conduct. The line that has to be drawn here is explained in para [12]:

> 'To say that consent is relevant to these questions is not to say that consent will be determinative of them in every case. The giving of consent makes it much less likely that the conduct was "unwanted" and, if it was not unwanted, there is no claim under section 26. But the conduct may be "unwanted" even if consent is given, and then the objective question has to be considered. The giving of consent makes it less likely that it is reasonable for conduct to be regarded as violating dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. But a lot will depend on what the statute itself refers to as "the other circumstances of the case". A free and enthusiastic consent is almost certain to fail both the subjective and objective requirements of section 26. But an obviously reluctant consent, especially from a junior employee to one in a position of power, might not.'

Consent is of course a well-known criminal law concept, and on these facts the EAT cited the case of *R v Bree* [2008] QB 131 which holds that although there may be cases where an individual is so intoxicated as to be unconscious and incapable of consenting, short of that the principle is that 'a drunken consent is still consent'.

The second point of interest in the case concerns the use of language, because the judgment takes issue with a statement in the EHRC's Code of Practice *Employment*. At para 7.8 **S [499]** this says that 'the word "unwanted" means essentially the same as "unwelcome" or "uninvited" ', but the judgment views this as an undesirable gloss on the statutory wording, saying in para [15]:

> 'Although unwelcome or uninvited conduct may well be "unwanted" conduct, however, it may be confusing to say it is "essentially the same". Uninvited conduct might, in fact, be welcome: that would be a question of fact and would depend on the evidence. It will usually be best to focus on the words of the statute, and not to substitute the words "unwelcome" or "uninvited" for the statutory word "unwanted" which is a plain, English word easily understood by everyone. It does

not need a gloss. There is a risk that substituting words for the statutory words will change the meaning, at least for some readers, and that would be wrong.'

DIVISION NI LABOUR RELATIONS

Offers made to bypass collective bargaining; effect and purpose

NI [794]

London North Eastern Railway Ltd v Jiwanji [2026] EAT 102 (16 July 2026, unreported)

TULR(C)A 1992 s 145B **Q [379.02]** gives the right not to have inducements made in order to bypass collective bargaining. The text considers in detail the leading case of *Kostal UK Ltd v Dunkley* [2021] UKSC 47, [2022] IRLR 66, [2022] ICR 434, which interpreted this provision and added the important rider to its plain wording that (on causation grounds) there will only be a breach by the employer if at the time the offer was made the normal collective bargaining process had not run its course, so that further such bargaining could have still taken place (see **NI [795.01]**). This decision of the EAT under Coppel J applies that law and demonstrates the significance of the ET's decision on this point as a matter of fact, which will be hard to challenge on appeal.

The case concerned bargaining for a pay deal for 1,250 railway workers belonging to the RMT. The relevant collective agreement provided for single table bargaining for the four unions involved, but it was possible for unions to reach individual agreements. One union had already agreed to the management's proposed wage increase. The other three then seemed to have done so, but the RMT went back on this when the members rejected it. The management, disappointed with this, proceeded to press ahead with implementation of that increase. Members of the RMT then brought proceedings under s 145B and won, leading to awards totalling approximately £4.9m.

On appeal, the primary question was whether the 'offer' had had the 'prohibited result' of bypassing the normal bargaining. Applying *Korstal,* this meant deciding if that bargaining was still capable of further use towards a resolution. This in turn raised the point made in the second leading case of *INEOS Infrastructure Grangemouth v Jones* [2022] EAT 82, [2022] IRLR 768 (see **NI [795.03]**) that much may depend here on how clear (or otherwise) the bargain itself is as to when it has been exhausted. In *Korstal* the procedure was laid down, including a relatively precise expiry, but *INEOS* concerned the opposite possibility of a more vague and unstructured procedure, where it is an open question of fact for the ET. The instant case came within the latter class and the employer's appeal was effectively sunk by a clear finding of fact by the ET that there had remained a realistic possibility here that further negotiations could have been undertaken at the time that the offer was made. The only way to have challenged this on appeal was to establish that this was a perverse decision, which was not so. The second live point on the appeal was whether the ET had erred in finding that the employer had had the prohibited purpose of evading bargaining. Again, *Korstal* is important in holding that the employer can evade liability if it can show that it genuinely believed that the bargaining was exhausted. However, the ET here had also clearly held as a fact that the employer, in the light of the RMT's reversal of position, had taken a business decision that it did not *want* to continue with further negotiations. There was one other argument on purpose, which was that the employer had also pointed to other factors behind that decision, for example a desire to finalise payment to employees before Christmas, which should have been taken into account by the ET. However, the EAT held that that was wrong because such underlying reasons do not affect the statutory 'purpose', affirming the point made in the text at **NI [797]**.

DIVISION PI PRACTICE AND PROCEDURE

Time limits in discrimination cases; conduct extending over a period

PI [113]

Mokhammad v General Medical Council [2026] EAT 79 (21 April 2026, unreported)

Waithaka v Barclays Execution Services Ltd [2026] EAT 106 (22 July 2026, unreported)

One of the distinctive points about the time limit in discrimination cases is that the EqA 2010 s 123 **Q [1535]** covers cases (possibly covering a substantial period) where it is shown that apparently disparate occurrences in fact constituted one course of conduct extending over a period, ending *within* the time limit. Perhaps not surprisingly, the case law on this is considerable, and essentially the decision is very much one for the ET on the particular facts. The first of these two recent cases is an interesting factual example on unusual facts. The second shows an interplay between the law here and the procedural issue of an application to strike out a claim.

In *Mokhammad* the claimant was a doctor whose conduct came under investigation. A finding was made against him which resulted in a formal warning which was recorded on a website for a period, until it was removed as a result of judicial review. By the time that he brought legal proceedings for discrimination he was well outside the normal time limit, but argued that retention of the warning was a continuing act. The ET held against this on the basis that the warning had crystallised on its imposition. However, this was overturned by Judge Tucker in the EAT who, having set out the procedure an ET should adopt in one of these cases, held that the claimant had clearly raised the argument for a continuing act and maintaining such a warning on an available website was at least capable of being such an act. In fact, there was still a gap before institution of proceedings, but a much smaller one than the ET had found and the case was remitted for reconsideration.

In *Waithaka* the claimant was complaining about a series of allegedly discriminatory actions against him during his employment leading up to an unsuccessful grievance prior to his dismissal. The employer applied to the ET to have his claim struck out on time limitation grounds, arguing that these events amounted to one course of conduct. The ET granted the strike out but Swift J in the EAT allowed the claimant's appeal. This of course did not amount to a positive decision that there was a course of conduct, but it is relevant to note that the basis of the decision was that, while overall his argument might be weak, it was *not* unarguable. This perhaps shows that an ET should be wary of striking out in one of these cases.

Pleading a case; whether ET should explore matter not directly covered

PI [293.06], PI [847], PI [1606.01]

***Cherrington v University of Derby [2026] EAT 107* (*27 July 2026, unreported*)**

The modern approach to the adjudicative function of an ET is very much in favour of an adversarial approach, deciding on the case as pleaded, not the sort of inquisitorial approach that marked early years. One exception to this has been that in *some* cases the background law is so basic that an ET might properly consider it off its own bat (especially in the case of a litigant in person). This development arose from the well-known case of *Langston v Cranfield University* [1998] IRLR 172, EAT, but in recent years it has come under some pressure and has been significantly restricted. This case before Cavanagh J in the EAT continues that trend (even in the case of an article of the European Convention) and contains lengthy analysis of the present position.

The claimant lectured at the university. He was investigated after complaints about inappropriate and unprofessional language to students, and dismissed for gross misconduct. He brought a claim for (ordinary) unfair dismissal, relying heavily on procedural matters, but the ET rejected the claim. On his appeal, he argued for the first time that his dismissal breached his right to free speech under art 10 and that the ET had erred in not considering this of its own motion.

In rejecting this, the EAT in fact split these cases into two categories:

(1) Cases where the issue is not specifically pleaded but the issue can be said (in the now-common jargon) to 'shout out' from what *has* been pleaded. This has recently been explored particularly in *Moustache v Chelsea and Westminster NHS Foundation Trust* [2025] EWCA Civ 185, [2025] IRLR 470, [2025] ICR 1231, and is considered at paras [86] ff of the judgment.

(2) Cases where the issue is not specifically pleaded but it is so fundamental to the type of case being brought that the ET should consider it as a matter of course.

Here, on the facts, the first was not made out (no shouting). It is the second that is the real *Langston* territory and it is considered at paras [99] ff in very restrictive terms. It states that, while *Langston* remains good law, appellate courts should be very cautious about extending the categories to which it already applies, and indeed at [119] goes further and states that it 'should be limited to the most basic and standard building-block issues for claims of unfair dismissal'. Not surprisingly, the appeal in relation to the second category was also dismissed – Convention article arguments do not cone within the *Langston* principle.

This very restrictive approach to *Langston* has been noted in other cases mentioned here recently, and the point is repeated that it is not beyond the bounds of possibility that we may eventually see its actual reversal, resulting in the complete dominance of the adversarial approach.

Bias and the appearance of bias; same ET as in previous case

PI [921]

Kumori v Leicestershire Partnership NHS Trust [2026] EAT 111 (23 July 2026, unreported)

Cases concerning apparent bias are largely dependent on their facts and the basic principles are well known. However, this decision of Bowers DHCJ raised the question in a rather unusual context. The claimant sued the respondent trust, as did a fellow doctor; their actual grounds were not identical but two internal reports were relevant to both. At first, it was ordered that their cases be heard together, but then this was changed. The colleague's case was heard first and was completely rejected. When the claimant's case was due to come before the same ET, she requested that those members recuse themselves because of her view that the first judgment contained 'trenchant' findings, strongly upholding the employer's reliance on the two reports, which she said created a risk of apparent bias and pre-judgment. This was refused and that decision was upheld by the EAT. The judgment at [14] sets out the established law here, including the point that:

> 'the parties cannot assume or expect that findings adverse to a party in one case entitle that party to a different judge or tribunal in a later case. Something more must be shown: *Lodwick v LB Southwark* [2004] IRLR 554 at [21]; see also Burton J in *Ansar v Lloyds Bank plc* [2007] IRLR 211 at para 17(7).'

The claimant here argued that the something more was the trenchant language, but it was held insufficient.

Reasons; request for written reasons; effect of subsequent settlement

PI [981]

***Jeffery v GIV Audan Ltd [2026] EAT 114* (*28 July 2026, unreported*)**

This decision of Judge Joffe in the EAT raised (apparently for the first time) a specific question on the obligation to give written reasons if requested under (now) ET Rules SI 2024/1155 r 60 **R [3657]**, namely what is the effect of a subsequent settlement of the case?

The claimant won his claim for unfair dismissal but the ET, giving oral reasons, refused to order reinstatement or re-engagement. The claimant asked for written reasons, but then reached a settlement, with a COT3 agreement. When the written reasons were not forthcoming, his solicitors chased them up, but the EJ declined because the settlement had ended the proceedings. On appeal, the EAT allowed it and ordered production of the reasons. This was for three principal reasons:

(1) There is nothing expressly in r 60 or the Rules more generally terminating the entitlement on a settlement.

(2) The fact that the settlement meant that no actual *use* could be made of material in the reasons did not determine the matter because as at common law a party has a right to know why they have won or lost as a matter of principle and might have less tangible reasons for wanting this.

(3) Where the party is legally represented they may be able to ask their representative to explain the reasons given orally from their notes, but that would not be the case with a litigant in person, especially where the oral reasons were lengthy and/or complex.

Costs; ability to pay; means of third party

PI [1090]

***Day v Health Education England [2026] EAT 97* (*2 July 2026, unreported*)**

This is another case on the potentially difficult area of when an ET in making a costs order considers not just the paying party's ability to pay generally (under SI 2024/1155 r 82 **R [3675]**) but the specific question of whether to take into account the means of a third party, often a spouse. The claimant lost her case. On the respondent's application for a costs order, the ET considered that the case lacked reasonable prospects and she had unreasonably continued with it against the advice of her union and legal adviser. The ET made an order for the full costs claimed (around £14,000) and in doing so took into account her husband's income, commenting that this permitted her not to work. There was also a mention of her daughter working, but it was accepted that this was only in relation to the overall background. As part of her successful appeal, the EAT held that the ET had not applied the law on third party assets properly, having taken too broad a view of the 'family' assets. That law is set out in *Abaya v Leeds Teaching Hospital NHS Trust* UKEAT/0258/16 (1 March 2017, unreported) and more recently *QR v The GI Group Ltd* [2025] EAT 178 (8 December 2025, unreported) which are analysed in the judgment and are considered at **PI [1091]**. They require a clearer examination of not just the third party's means but their effects on the claimant's financial position. At [41] the judgment states:

> 'In my judgment, as in *QR*, the ET has not examined the question through the proper statutory lens – especially in the context of a costs award of around £14,000. The ET in this case implicitly took into account the joint income of the Claimant and her husband but did not focus on the Claimant's ability to pay – albeit as impacted by whatever share of her husband's income was hers to spend. It would be very surprising indeed to conclude that the Claimant's share of that modest overall income could reasonably enable her to pay about £14,000 in costs within a limited period, even taking a rosy and optimistic assessment of her financial future. The ET has failed to consider the Claimant's ability to pay in the correct basis and this ground of appeal (Ground 7) is allowed.'

REFERENCE UPDATE

Bulletin	Case	Reference
572	*Bicknell v NHS Nottingham and Nottinghamshire Commissioning Authority*	[2026] ICR 643, CA
572	*Gurney v Randall*	[2026] ICR 665, EAT
574	*Boateng v Moss Bros Group Ltd*	[2026] ICR 672, EAT
574	*National Crime Agency v DP*	[2026] IRLR 517, EAT
575	*Truman v SPL Powerlines Ltd*	[2026] IRLR 526, EAT
575	*Tesco Stores Ltd v Element*	[2026] IRLR 564, CA

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