



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss K Osborne (C1)  
Miss E J Osborne (C2)

**Respondent:** Bhikhalal Gondhia (R1)  
Ashok Gondhia (R2)  
Shailesh Gondhia (R3)  
(Trading together as Georgina Service Station) Respondents

**HEARD AT:** BEDFORD **ON:** 27th March 2014

**BEFORE:** Employment Judge Ord

## REPRESENTATION

**For the Claimant:** Both In Person

**For the Respondent:** Mrs S Appleton, Solicitor

## PRELIMINARY HEARING JUDGMENT

1. The claims of each Claimant that they suffered unlawful deductions from their wages contrary to Section 13 of the Employment Rights Act 1996 and that the Respondents failed to pay for accrued but untaken holiday pay contrary to Regulation 16 of the Working Time Regulations 1998 succeed, the Respondent not resisting such claims.
2. The Respondent will pay to the first Claimant, Kayleigh Osborne, the sum of £521.78 being the amount unlawfully deducted from her wages and the sum of £123.83 being the amount of accrued but untaken holiday pay, making a total award in favour of the first Claimant of **£645.61**.
3. The Respondents will pay to the second Claimant, Emma Jane Osborne, the sum of £312.13 being the sum unlawfully deduction from her wages and the

further sum of £511.79 being the value of accrued but untaken holiday pay, making a total award in favour of the second Claimant of **£823.92**.



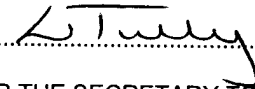
7<sup>th</sup> April 2015

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Employment Judge Ord, Bedford

JUDGMENT SENT TO THE PARTIES ON

8/4/2015



FOR THE SECRETARY TO THE TRIBUNALS



## EMPLOYMENT TRIBUNALS

**Claimant:** Miss K Osborne (C1)  
Miss E Osborne (C2)

**Respondent:** Mr Bhikhu Gondhia, Mr Shailesh Gondhia and Mr Ashok  
Gondhia T/A Rutaba Partnership

**HEARD AT:** BEDFORD                      **ON:** 3<sup>rd</sup> August 2015  
4<sup>th</sup> August 2015

**BEFORE:** Employment Judge Ord

**MEMBERS:** Mr D Sutton  
Ms JM Murphy

### REPRESENTATION

**For the Claimants:** In Person

**For the Respondent:** Mr D Chapman, Solicitor

## RESERVED JUDGMENT

It is the unanimous decision of the Employment Tribunal that;

1. The first Claimant was the victim of unlawful harassment on the basis of her gender and her age contrary to sections 26 and 39 of the Equality Act 2010.
2. The second Claimant was the victim of unlawful harassment on the basis of her gender and her age contrary to sections 26 and 39 of the Equality Act 2010.
3. Neither Claimant received a statement of her terms of conditions of employment as required by Section 1 of the Employment Rights Act 1996.
4. A costs order is made in favour of the first Claimant in relation to Tribunal fees paid in the total sum of **£2,400**.

5. The matter of remedy will be determined by the Tribunal at a hearing which will take place by separate notification.

## REASONS

### Background

1. The Claimants, who are sisters, were each employed by the Respondent at the "Georgina" service station, High Street, Houghton Regis. They each resigned their posts, the first Claimant was employed from 4<sup>th</sup> February 2014 until 25<sup>th</sup> June 2014 and the second Claimant from the 27<sup>th</sup> October 2013 until the 10<sup>th</sup> September 2014.
2. By Judgment dated 27<sup>th</sup> March 2014, each Claimant was awarded a specified sum for unlawful deductions from wages and accrued but outstanding holiday pay which sums were admitted as owing in the face of the Tribunal that day at a preliminary hearing. Both Claimants continued with claims that they were the victims of unlawful discrimination on the protected characteristics of age and/or gender.
3. The Claimant was born on 6<sup>th</sup> December 1992 and was aged 21 throughout the period of her employment. The second Claimant was born on the 19<sup>th</sup> January 1996. She was aged 17 when she began employment and 18 years at the time that employment came to an end.

### The Claims and issues

4. Both Claimants say that they were the victims of conduct which was either direct discrimination or harassment and rely on the protected characteristics of age and gender. The Claimants are both females and place themselves in the age bracket of 16 to 24 years which they describe as "young adult". No challenge was made to that as an appropriate age bracket.
5. Both Claimants refer to a series of specific events which they rely on as being discriminatory acts and a general attitude displayed by Bhikhu Gondhia (BG) and Shailesh Gondhia (SG) towards them during their employment, in particular;
  - 5.1 The first Claimant says that at the time of her interview she was asked by BG in relation to uniform what size top she would require and that when she replied "medium" that BG said that she would need a large.
  - 5.2 That the first Claimant was required by SG to serve stale bread when serving sandwiches in the Subway franchise which she says was an act of discrimination as others would not have been required to serve dry or stale bread.

- 5.3 That the second Claimant was required to pick up from the floor and make available for use bread which had been stored incorrectly and that had not been stored in a freezer which was not working. The precise complaint was that BG separated the bread with his bare hands which had been stuck together and as he did so bread fell to the floor from where she was required to pick it up and put it onto trays to defrost.
  - 5.4 Both Claimants say that they were, unlike two older employees (Michelle Collins and Sue Croxton, aged at the relevant times approximately 43 and 53 respectively) required to both serve in the Subway franchise at the Respondent's premises and deal with general shop work at the same time.
  - 5.5 Following an inspection in May 2014 by Subway, a problem was identified regarding labelling and out of date food being used in sandwiches. The Claimants say that they were both berated aggressively by SG regarding this when the error had been made by Michelle Clifford whose initials appeared on the label to the relevant product and that the problem occurred when on a day when the second Claimant was not in work.
  - 5.6 The first Claimant said that in the final week of her employment she was mopping a floor while BG was sitting in his office drinking and laughing at her, that he subsequently took the mop from her to show her how it should be done saying that he should not be doing the job because it was not a job for any man and that the first Claimant should know how to clean properly because she was a girl.
  - 5.7 The second Claimant says that in July 2014 after the first Claimant had left the Respondent's employment BG asked her "is anyone else in your family fat like Kayleigh?".
  - 5.8 The second Claimant says that she was washing up in late July when BG again approached her whilst drinking saying "it's a woman work to clean and wash".
  - 5.9 A general complaint made by both Claimants regarding the way they were treated by BG and SG during their employment. The Claimants say that they were subject to criticism which was unjustified in front of customers regarding the way they did their work and that they were belittled in relation to the work that they were doing and their achievements. Examples given were the first Claimant being questioned as to her passing the Subway online training course, the second Claimant being told by SG in front of customers that she had put cheese into a sandwich incorrectly and both Claimants being criticised by both SG and his wife to customers with comments such as "she doesn't have a clue what she is doing" or "she always forgets to do that" or "they were still new" and/or that they would have to "do their training again".
6. The Claimants attribute this treatment to the fact that they were young and female and say that an older person or a young man would not have been treated that way. They say that each incident caused them to be embarrassed, humiliated or upset.

### The Hearing

7. Both Claimants gave evidence as did a former colleague Kelly Freeman. BG and SG gave evidence for the Respondent partnership. There was a substantial bundle of documents produced, only a small part of which was referred to during the course of the proceedings.

### The Facts

8. Based on the evidence presented to us we have made the following findings of facts.

- 8.1 The second Claimant began employment with the Respondent on 27<sup>th</sup> October 2013. She was interviewed for her post by the first Respondent and completed a form of contract but was not given a copy of it.

- 8.2 The contract which the Respondents have provided to the Tribunal and the Claimants as part of the disclosure in these proceedings gives the second Claimant's job title as "general hand" with her place of work as being "any place of Rutaba Partnership including Subway" with duties being "general store duties to include car washing, cleaning, shop filling, assisting customers. Additional work can be undertaken when required".

- 8.3 The employment was said to be subject to a probationary period of 26 weeks.

- 8.4 Leave entitlement was stated as follows;

"holiday per annum, 24 days per calendar year (inclusive of public holidays) or as employment regulation after probationary period at the rate of 7 hours per day (full-time) or average work hours for others as per their daily hours calculated over the year. (There will be no benefits to anyone working less than an average of 21 hours during the week of the month): year ends 31<sup>st</sup> March".

And

"there are no holiday's entitlement during the probationary period".

- 8.5 The terms of the contract which the Respondent says relates to the first Claimant's employment contains exactly the same terms.

- 8.6 It was accepted by BG (who conducted the interview with the first Claimant also) that neither Claimant was given a copy of this statement of terms of employment at any time during their employment.

- 8.7 Both contracts refer to "zero hours" terms but had a purported "opt-out" from the 48 hour maximum working week in the body of the document.

- 8.8 The first Claimant was interviewed by BG near the commencement of her employment. According to the documents attached to the Claimant's contract the interview took place on the 15<sup>th</sup> February

2014, 11 days after she began employment. BG admitted that he had interviewed the first Claimant.

### **Complaint re "large" uniform**

- 8.9 The first Claimant alleges that when she arrived to start her job/training she was asked what size top she would require and required medium to which BG replied that he thought she would need a large.
- 8.10 The first Claimant says that this took place in the passageway between the kitchen and the shop where uniform stock was kept. BG denies giving the Claimant her uniform and says that was something SG would do. BG denied making the alleged remark or anything similar.
- 8.11 We find as a fact that the comment was made, and that it was made by BG. We say this because the first Claimant's evidence on this point has been consistent throughout and she gave a description of the event and its surrounding circumstances which were entirely credible. BG's and SG's evidence on the point was inconsistent. In his statement of evidence SG made no reference at all to giving the first Claimant her uniform and claimed under cross examination (and for the first time) that BG could not have given the Claimant her uniform as stock was kept upstairs in his private living quarters rather than with other shop or other Subway stock without giving any explanation as to why this should be so.
- 8.12 Further we can find no reason why the first Claimant should suggest that it was BG who gave her the uniform (and thus made the relevant remark which we find was made) rather than SG.

### **Complaint re day old bread**

- 8.13 The first Claimant said that she was told by SG to use bread which was a day old resulting in the Claimant serving dry sandwiches to customers about which she felt embarrassed. We accept that evidence which was unchallenged but we have no evidence that this was said to the first Claimant alone and was not a general business practice. Although the first Claimant said that she was told to do this and did not believe that others were given a similar instruction, the second Claimant did not refer to this at all. We find as a fact that the Respondent would use up day old bread as a normal part of their business practices and that it was not an instruction given only to the first Claimant.

### **Complaint re frozen bread**

- 8.14 The second Claimant complained that during June 2014 on more than one occasion, she had to watch BG pull frozen bread apart with his bare hands (ie without wearing gloves) which then fell to the floor from which she was required to pick it up. She says that she felt

- “pressurised” to do so. She says that when she suggested washing the bread she was told not to.
- 8.15 There is no doubt that for at least 4 days in June 2014 the Respondent’s freezer was not operating correctly as no temperature readings were taken. SG said in his evidence that there were two freezers and that food was moved from one to the other if there was a problem but if that was the case, he could not explain why temperature readings were not taken from that freezer. We find as a fact that at some stage bread had not been frozen correctly as a result of which it had become stuck together.
- 8.16 The second Claimant’s complaint about this process, however, was largely that she was not allowed to pull the bread apart but that BG did it. She attributes this to the fact that she believed BG did not think she was good enough to do that work. She also complained that other older employees would not have been required to do this work.
- 8.17 Whilst we are concerned that BG’s conduct, which we accept occurred (there being no denial of it from the Respondent nor any serious challenge to the factual basis of the Claimant’s complaint), is demonstrative of a very lax approach to food safety and hygiene. There is no evidence before us which supports the second Claimant’s claim that the work she was required to do was given to her because of her age or gender or that it amounted to less favourable treatment. The Claimant simply “felt” that other older or male employees would not have been asked to do this work but there is no evidential basis for the suggestion or belief.

### **Shop work**

- 8.18 Both Claimants complained that they were required to work in both the Subway sandwich franchise and carry out general shop work as part of their duties when they believed that they should only work in the Subway franchise and that other older members of staff were not required to do both tasks. Both Claimants relied upon a report from, in particular, Michelle Clifford (born 23.03.69) that she did not have to do shop work and the Claimants say that Sue Croxton (born 12.08.52) also did not have to do shop work.
- 8.19 The Claimants, however, accepted that they were not working alongside these individuals during their shifts so that they could not say that they had seen this to be the case. Further it is clear that at the times of day when the Claimants habitually worked (evenings) there would be less demand for sandwiches than during the breakfast and lunchtime periods so that people working those shifts might well have less or no time available to carry out shop work such as merchandising or tidying shelves.
- 8.20 Further we do not accept the Claimants contention that each of them was recruited only to work in the Subway franchise. If the second Claimant thought that that was the case before she began work she was aware that it was not the case shortly after but made no complaint about it. Further, she had been working for the Respondent for over 3 months when the first Claimant was recruited.



Clearly as sisters they will have had discussions regarding the second Claimant's work at the Respondent's premises before the first Claimant took the opportunity to work there and if the second Claimant felt that she was being asked to do work beyond her terms of employment or as being treated unfairly then we would have expected her to bring this to her sister's attention before she took the job if only by way of warning or preparation.

- 8.21 We therefore find that not only were others required to do shop work when the level of work at the Subway franchise permitted, but also that the Claimants knew and accepted that their roles including such work.

#### **Complaint re labelling error**

- 8.22 In May 2014 there had been an inspection by Subway which had highlighted a concern regarding the retention of out of date products for use in sandwiches.
- 8.23 The Respondent's system required anyone using a product and returning it to storage to initial and date the product on it being returned to store.
- 8.24 On this occasion Michelle Clifford had initialled and returned to store some out of date product which had caused concern to the Subway inspector.
- 8.25 The Claimants both say that they were "taken to task" regarding this matter by SG who blamed them for it, separately and uniquely. SG accepted that he spoke to both the Claimants about the problem but said that he spoke to all members of staff. He accepted that he did not blame or take to task the person he accepted was responsible for the problem, ie Michelle Clifford.
- 8.26 We find as a fact that SG did raise his voice to each of the Claimants on this occasion and that he sought to blame them in turn for the problem. We accept that evidence from the Claimant having seen SG's demeanour in Tribunal where he presented as someone who did not take kindly to being questioned (reacting angrily to a fair and legitimate question from the first Claimant regarding his wife's work in the premises as being "nothing to do with you"). We also bear in mind that, uniquely, the other reports all having been provided, the Subway inspection report for May was not disclosed by the Respondent and was not part of the bundle of documents. SG said that it had been lost, a response which we did not find credible.

#### **Complaint re "mopping" incident**

- 8.27 The first Claimant says that shortly before she resigned she was mopping the floor in an area outside BG's office and he was laughing at her while drinking from a can of beer. She says that he then stood up and took the mop from her and said she was "doing it all wrong" and re-mopped the area she had done saying that he "shouldn't be doing this job" adding that it was not a job for any man and that it was a woman's job.

- 8.28 BG admitted that he had cause to speak to the first Claimant on one occasion during the early stage of her employment to show her how to mop the floor without leaving streaks but that at the time at which the first Claimant says this incident occurred he was "rarely at the premises" and that at the time he was "absent from the Respondent's premises more often than not" as a result of preparations for his daughter's wedding.
- 8.29 In this area and in others we found BG to be a generally unreliable witness. For example, his brother denied steadfastly that BG would not drink at work (this incident and others are said to have occurred when BG was drinking) as he had to drive home at the end of each day. In his own statement he referred to the fact that drinking would jeopardise only his driving license but also his certificate as an MOT tester.
- 8.30 However, under cross examination he admitted that he would drink beer at work ("3 or 4 cans") and that he would drink when he had meetings with important customers onsite.
- 8.31 In relation to this particular incident we find that the Claimant's evidence, which was clear, precise and consistent, to be compelling. We find as facts that BG did, on a date in early June, take the mop from the first Claimant and tell her that he should not be doing the work as it was "a woman's job".

#### The "file" incident

- 8.32 The first Claimant says that she was, on about the 13<sup>th</sup> June, completing the records of food temperatures on sheets in a ring binder. The page on which she was recording temperatures had been pulled from the rings in the binder so that it was loose.
- 8.33 The first Claimant says that BG saw that a page was loose and lost his temper repeatedly asking the first Claimant why she had done this and using an aggressive tone. The first Claimant says that the sheet was loose before she started her work.
- 8.34 The first Claimant's version of this event was not challenged by the Respondent in any way other than that BG said it did not happen as he was probably away from the premises at the time due to preparations for his daughter's wedding.
- 8.35 Again the first Claimant's evidence was clear and consistent whereas the evidence from BG was vague and we prefer her evidence to his. We find that the Claimant was aggressively criticised for the page being loose despite the page being loose before she began her work. In any event, the reaction of BG to a loose page was demonstrably excessive.
- 8.36 We find it surprising that BG was unable to point to specific days when he was either at or away from the Respondent's premises due to preparations for his daughter's wedding and/or for any other reason. A calendar, a diary or some other note of his engagements would have been of assistance and we are surprised that no such document exists.

**Comments to second Claimant**

- 8.37 The second Respondent says that on a date after the first Claimant had left the Respondent's employment, BG asked her "is anyone else in your family fat like Kayleigh?". The second Claimant says that BG was drinking from a can of beer at the time he asked the question.
- 8.38 BG simply denies that it happened and said in evidence that he could not possibly have made that comment because he himself is fat. This matter again comes down to the question of preferring the evidence of either the second Claimant or BG and on this occasion we again prefer the evidence of the second Claimant which was clear and consistent. BG's answers to questions about this were unconvincing. When the second Claimant was challenged about whether these matters had really been said during cross examination her answers were clear and unequivocal and we accept her evidence.

**The washing up incident**

- 8.39 The second Claimant says that she was washing up in late July when BG again approached her whilst drinking saying that "it's a woman's work to clean and wash". BG denies that this occurs either as alleged or at all.
- 8.40 The Claimant's description of this event was again clear and consistent. Again the response of BG was a denial that the event had occurred at all and we are therefore left to consider whether or not we accept the Claimant's version of events. In this case we do. She gave evidence regarding this matter clearly and consistently in evidence in chief and in cross examination. Accordingly we find that on a date in July BG did say to her that washing up was "woman's work" or words of that type.

**"General Attitude"**

- 8.41 The Claimants refer to unspecified and general attitudes displayed to them by both BG and SG. They say both were unfairly critical of them in front of others and/or in relation to matters that were not their fault.
- 8.42 The first Claimant says that BG criticised her for her work standards and challenged that she had completed the online training herself, suggesting that the second Claimant must have done it for her. He criticised her for completing a health and safety test (correctly) because he says that she could not possibly have done it in the time which it took her. Meanwhile SG criticised her in front of customers referring to her as "still new" and "clumsy" without justification. We accept those allegations which were not challenged by the respondent in any meaningful way.
- 8.43 The second Claimant refers to SG's wife Manisha criticising her work to customers without justification, her being required to pick up empty beer cans which BG dropped, left or threw (inaccurately) at the kitchen bin and refers to neither BG nor SG being willing to provide

her with answers to questions posed regarding her holiday entitlement and outstanding holiday pay.

- 8.44 Within the limits of the general nature of these events we are satisfied on the basis of the Claimant's evidence that each of the Claimants was subject to unfair criticism from both BG and SG and that the second Claimant was required to tidy up after BG in the way described.

### **Holiday pay**

- 8.45 The Claimants were each obliged to pursue the failure to pay holiday pay and to recover deductions unlawfully made from their wages to the Tribunal system. Prior to this the second Claimant had pursued the question of holiday pay during her employment and had not received any form of appropriate response from either BG or SG. On behalf of the Respondent it was suggested that this was as a result of bad management and bad employment practises as well as ignorance of the law rather for any discriminatory reason and as a fact we find that to be the case. BG (who says he was responsible for paperwork and administrative duties in the business) had little or no grasp of the rights of employees nor his responsibilities (and those of his partners) as employers.
9. Against that background the Claimant's claim that they were each the victims of direct discrimination and harassment.

### **The Law**

10. Under the Equality Act 2010, Section 4, age is a protected characteristic as is sex.
11. Under Section 13 of that Act, a person discriminates against another if because of a protected characteristic they treat that person less favourably than they treat or would treat others.
12. Under Section 26 of that Act, a person harasses another if they engage in unwarranted conduct related to a relevant protected characteristic which has the purpose or effect of violating that persons dignity or creating for them an intimidating, hostile, degrading humiliating or offensive environment.

### **Conclusions**

13. This case has largely turned on the factual issues between the parties and our findings of fact refer.
14. There was no submission on behalf of the Respondent that any conduct amounting to direct discrimination on the protected characteristic of age could be a proportionate means of achieving a legitimate aim under Section 13(2) of the Equality Act.

15. Accordingly and based on the facts which we have found;

- 15.1 The first Claimant was the victim of harassment at the hands of BG when he asked her what size top she would require. When she replied "medium" said that he "thought she would need a large". This was unwanted conduct which related to the Claimant's gender. It was a violation of her dignity and created an atmosphere for her which was intimidating and/or humiliating and/or offensive.
- 15.2 We have concluded that the comment related to the first Claimant's build as a woman and related solely to her gender.
- 15.3 In May 2014 each of the Claimants was separately harassed by SG regarding the errors in relation to the use of out of date products which had been highlighted on a Subway inspection.
- 15.4 In relation to this incident we are not satisfied that the Respondent had lost (and/or was unable to obtain a copy of) the inspection report from May 2014. that is not credible given that all other reports were available and that it was this report which caused the respondent such concern. It is clear from the evidence that we heard that any issue which had been highlighted by Subway related to the use of out of date product where the person at fault had been Michelle Clifford. The Claimants were each taken to task and shouted at by SG in relation to this incident when neither of them were in any way to blame for it at all. Michelle Clifford, the person at fault, was treated more favourably. That amounts to an act of direct discrimination against each of the Claimants on the protected characteristic of their age. We reject SG's evidence that everyone was treated in the same way because his evidence on that point was wholly inconsistent. The only reason why the Claimants should have been taken to task for something which was not their fault when Michelle Clifford was not taken to task for something that was her fault, was the fact that the Claimants are each of them considerably younger than Michelle Clifford. We find that SG would not have behaved towards a more mature person in the way he behaved towards each of the Claimants. He wished to vent his anger or irritation on the outcome of the May 2014 inspection (which clearly had given him considerable cause for concern) and he chose the Claimants as his target as they were an easier target than the person who was actually at fault. That unwanted conduct related to their ages..
- 15.5 On a date shortly before the first Claimant's employment ended in June 2014, she was the victim of harassment by BG on the ground of her gender. BG referred to mopping a floor as "woman's work" a comment which violated the dignity of the first Claimant and created an intimidating, humiliating or offensive environment for her. The comment relates directly to the Claimant's gender.
- 15.6 The first Claimant was the victim of harassment on or about the 13<sup>th</sup> June when she was shouted at aggressively by BG regarding a loose sheet in a ring binder. That conduct was on the basis of the Claimant's age. For reasons which are quite inexplicable, BG challenged the first Claimant aggressively for the simple matter of a

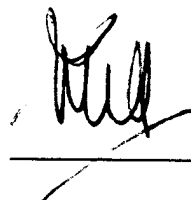
page becoming loose in a ring binder. Whether or not that was the Claimant's fault is immaterial, the reaction of BG was wholly disproportionate. He would not have been so aggressive to either a man or to a more mature woman. The conduct related to both the Claimant's gender and to her age. We do not consider that BG would have spoken to either a more mature woman nor to a man in the way he spoke to the First Claimant.

- 15.7 The second Claimant was the victim of harassment on a date shortly after the first Claimant had left the Respondent's employment when BG asked her whether "Anyone else in [her] family [was] fat like Kayleigh". We have found that the comment was made. We find that it related to the first Claimant's build as a woman and that the conduct reasonably had the effect of violating the second Claimant's dignity and had the effect of creating a humiliating environment for her.
- 15.8 The second Claimant was the victim of harassment on the ground of her sex in late July when BG told her whilst she was carrying out work washing up, that "it's a woman's work to clean and wash".
- 15.9 That was an unwanted act towards the Claimant as a woman and BG would not have engaged in that conduct towards a man.
- 15.10 We also find that generally the Claimants were required to work in an environment which they reasonably found to be degrading or humiliating. We are satisfied that each of them was unfairly criticised for work standards, both to their face and indirectly by reference to comments made about each of them. The Second Claimant from time to time had to pick up rubbish, in particular beer cans, discarded by BG. The Claimants were not treated with the respect which they deserved as employees and the basis for that treatment was their gender and their age. Neither SG nor BG would have dealt with a more mature person or a man the way they treated both Claimants.
- 15.11 We are conscious, however, that specific allegations in that area are limited but we do find that from time to time both Claimants were harassed by being unfairly criticised for their work, that criticism being visited upon them in the way it was because of their ages and because of their gender. The second Claimant was required to pick up beer cans discarded, thrown to the floor or dropped by BG and we find that he considered that to be "woman's work" just as he considered mopping or washing up to be "woman's work".

16. Accordingly we find that The First Claimant was harassed by the respondent on the ground of her gender or about 15<sup>th</sup> February 2014 (the "large uniform" incident), on the ground of her age in May 2014 (the "labelling" incident), on the ground of her gender in June 2014 (the "mopping" incident) and on the ground of her age and gender on or about 13<sup>th</sup> June 2014 (the "file" incident). The Second Claimant was harassed in May 2014 (the "labelling" incident) on the ground of her age and in June 2014 (when spoken to regarding the first Claimant) and on the ground of her age gender in July / August 2014 on a number of occasions when she was required to pick up beer cans thrown or dropped to the floor by BG.

17. Further each of the claimants was harassed on an ongoing basis during their employment when they were the subject of unfair criticisms both to their faces and to customers. The incidents specifically referred to in paragraphs 8.42 and 8.43 above were the specific matters referred to us and we find them to be established (save for the holiday pay matter for the reasons set out in 8.45). The incidents referred to were part of a series of events, connected by the general attitude of, in particular, BG and SG towards the Claimants based on their gender and their ages.

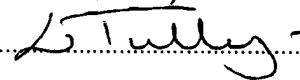
18. In the light of the findings set out above the remedy to which the Claimants are entitled will be determined at a hearing, separate notice of which will be sent to the parties.

 20th August 2015.

Employment Judge Ord, Bedford

JUDGMENT SENT TO THE PARTIES ON

24/8/2015



FOR THE SECRETARY TO THE TRIBUNALS