JERSEY / JUDGMENT

Wayne Page v (1) JEV Company Limited, (2) Jen Fredericks

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IN THE JERSEY EMPLOYMENT AND DISCRIMINATION TRIBUNAL BETWEEN WAYNE PAGE CLAIMANT AND (1) JEV COMPANY LIMITED (2) JEN FREDERICKS RESPONDENTS

JUDGMENT

Reference: [2025] TRE 54 Hearing date: 21 October 2025 & 5 November 2025 Before: Advocate Dr E Moran, Chairman Mrs S Pallot and Ms K Henley, panel members For the Claimant: In person For the Respondents: Ms V Olivier, Baker and Partners LLP Decision The Claimant's claims of disability discrimination, automatic unfair dismissal and notice pay fail. The Claimant's claim relating to no written particulars of employment succeeds and the Claimant is awarded compensation of £1,500. The First Respondent's counterclaim succeeds and the Claimant must pay the First Respondent £269.86.

Reasons

1. Wayne Page was employed by JEV Company Limited ("JEV") between 12 October 2024 and 16 March 2025 when he was summarily dismissed and paid one week's salary in lieu of notice. JEV trades under the Home James and Evie brands. Mr Page worked as a taxi driver and in the office. Miss Jennifer Fredericks is the General Manager of JEV. 2. Mr Page submitted his Claim Form on 25 March 2025. He failed to attend the Case Management Meeting scheduled for 2 July 2025. The issues were identified and orders for the provision of further information were made in his absence. 3. The second Case Management Meeting took place on 1 August 2025. Five claims were identified for determination at the Final Hearing: - a. Was the dismissal direct disability discrimination contrary to Article 6(12) of the Discrimination (Jersey) Law 2013? b. Was the dismissal automatically unfair under Article 70A of the Employment (Jersey) Law 2003? c. Did the Respondents fail to make reasonable adjustments contrary to Article 7A of the Discrimination Law? d. Was Mr Page entitled to an additional 3 weeks' notice pay? e. Is Mr Page obliged to pay JEV £269.86 representing cash takings he failed to remit to the company? 4. The list of issues identified at the second Case Management Meeting failed to include the claim for failing to provide written particulars of employment contrary to Article 3 of the Employment Law. This error was only picked up after the hearing on 21 October

2025. There was a short hearing on 5 November 2025 to deal with this issue only. Witnesses 5. Miss Anna Louis was the only witness called by Mr Page in support of his case. She knows Mr Page through his work as a taxi driver. She says in her statement that Mr Page disclosed to her his struggles with obsessive compulsive disorder ("OCD") and that she has personally witnessed how careful and anxious he is about hygiene. Some of her evidence relates to events after Mr Page's termination or is based on what she has been told by Mr Page. We found her to be an honest witness albeit with limited knowledge of the issues in dispute. 6. Mr Page chose not to submit a witness statement except in relation to the 5 November 2025 hearing dealing solely with Article 3. This meant he could not give evidence at the October hearing. He was restricted to cross-examining the Respondents' witnesses and making submissions. Inevitably this meant that there were aspects of his case he was unable to prove. 7. Mr Page filed a witness statement from Mr François Guy Le Maistre. Mr Le Maistre was employed as a driver and dispatcher from early February 2025 until the end of April 2025. Mr Le Maistre did not attend to be cross-examined so we put no weight on his statement. 8. Mr Nick Perchard-Rees, the director and CEO of JEV, gave evidence as did Miss Fredericks. We found both to be honest witnesses who gave their evidence in a straightforward manner. Mr Page challenged only a small part of their evidence, meaning their version of events is largely uncontested. Factual findings 9. Mr Page and Miss Fredericks were long-term friends. On 20 August 2024 Mr Page indicated on Facebook that he was looking for employment as a taxi driver. Miss Fredericks suggested that he work for JEV. In a series of Facebook messages she explained the pay structure as a 60/40 split of metered takings, a bonus scheme linked to hours worked and the possibility of office shifts during the winter months. The stated rate for office shifts was £15 per hour during probation rising to £16 per hour. In a message sent at 12:18 she says that the car has a part time driver using it, but they would prefer "half full time" thereby making it clear it was a shared car. 10. Mr Page went to Miss Fredericks' house for training on 11 October 2022. He was told he would share a car. He did not raise any objection or ask for any adjustments. 11. Mr Page worked his first shift on 12 October 2024. He shared the car with another driver. 12. On the same day Miss Fredericks took him through the terms of the employment contract on screen in the office. She did not print out a copy of the contract because the printer was broken. She did not later provide him with a signed copy of the contract. The Employee Handbook was available in hard copy in the office and online. 13. On 15 October 2024 Miss Fredericks offered Mr Page additional office work from Thursday to Sunday which he accepted. Mr Page was provided with separate pay slips for his office work. We were told by Mr Perchard-Rees that the office work was also done for JEV and was covered by the same contract became it was "additional duties". 14. The office work was done in a small office with shared facilities. Mr Page never raised any concerns about sharing workspace and office equipment with others. 15. The first mention of OCD occurs on 26 December 2025 in an exchange of Facebook messages between Miss Fredericks and Mr Page about holiday plans. Mr Page says "Honestly don't tempt me I'm so over it, when I get high I get all rational and ocd-and I'm like I don't enjoy Christmas Day so why am I putting myself in a situation that doesn't serve me lol...". 16. By January 2025 Miss Fredericks had

concerns about Mr Page's reliability. He had missed several booked taxi jobs despite confirming he would do them. He missed or was late for scheduled shifts. 17. On 13 January 2025 Mr Page did not turn up for an office shift. Miss Fredericks called Mr Perchard-Rees that evening and told him about her concerns about Mr Page's reliability. They agreed to extend Mr Page's probation. Miss Fredericks later called Mr Page to tell him that his probationary period had been extended. There is no evidence that the extension was time limited. 18. On 16 January 2025 Mr Page disclosed to Miss Fredericks his underlying medical condition in a Facebook message. She considered it to be a very personal matter and something he was disclosing as a friend. She did not share the information with anyone else. There is nothing in the message to suggest that the medical condition requires any adjustments at work. 19. In February 2025 there were discussions between Miss Fredericks and Mr Page about sharing the taxi. The issue had become pressing because of the recruitment of Mr Le Maistre. 20. On 25 February 2025 Mr Page sent a message to Miss Fredericks in which he says that he does not want to share the taxi with Mr Le Maistre and the other driver. The reasons he gives are that sharing a taxi is "shit for morale, the cleanliness, the battery". He also says that one of the other drivers is very talkative, leading to delays in returning the car. He suggests that he gives up the office work and goes back to being in the taxi full-time, which he would prefer in the summer. There is no suggestion in the message that it is not possible to share a car because of his OCD. 21. Mr Page sent a further message to Miss Fredericks the next day asking if she had followed up with Mr Perchard-Rees. She said not yet but she would. Mr Page responded to say he would contact Mr Perchard-Rees direct and explain "my thoughts for why taxi sharing could be problematic for me". 22. Mr Page did not contact Mr Perchard-Rees with his concerns but there is a further exchange of messages with Miss Fredericks on 1 March 2025 that have a series of complaints from Mr Page including car sharing. Miss Fredericks says he has misunderstood the situation and it is not set in stone. There is no further information from Mr Page about his reasons for not wanting to share a car. 23. On Friday 14 March 2025 Mr Perchard-Rees set up a WhatsApp group including Miss Fredericks, Mr Page and Mr Le Maistre. The same day he sent the following message to Mr Page and Mr Le Maistre: - "I wanted to touch base regarding taxi arrangements moving forward. To ensure we're making the most of the vehicles and keeping the business sustainable, you have two options:

1. Share one taxi, alternating weekends between you. 2. Keep a taxi each, but make it available to the third full-time driver when you're not using it. My aim is to keep the cars operating as much as possible to generate an acceptable return on the asset. Company cars are to be shared. Please let me know which option you'd like to proceed with. Once decided, I'll need to know your shift patterns so we can optimise vehicle usage and ensure consistency in taking jobs, this is essential for growing the business. I wanted to give you both the flexibility to decide what works best for you, but if no agreement is reached, the business will move forward with the option that best supports growth. Please let me know your preference by Monday morning so we can proceed with the third driver." 24. Mr Page responded the same

day. He requested a copy of his contract and the Employee Handbook which Mr Perchard-Rees said would be provided when he returned to the office. Mr Page also suggested a third option that would not require him to share a car. He says: “Rather than implementing a shared vehicle system – a solution that both Guy and I believe may lead to negative impacts on morale and cleanliness – I would like to suggest a reasonable workplace adjustment for my OCD regarding vehicle sharing the taxi. My concerns are compounded by my personal circumstances, and I believe this approach aligns with the Discrimination (Jersey) Law 2013. I am willing to provide a detailed letter from my GP, therapist, and consultant to support his request. I feel I am being placed in a difficult position as the current circumstances seem to force a decision between two options that do not align with my original role whatsoever. ... I would like to discuss the possibility of hiring an additional staff member to manage the office, regardless of whether they possess a PSV licence. This would allow me to continue my employment without being pressurised into choosing between two options that do not align with my illness. It is important to me (and you as a business) to explore alternative solutions that would benefit both the company and myself in a mutually beneficial manner.” 25. Mr Perchard-Rees did not provide a substantive response to the request but asked that it be sent as an email so that it could be filed. 26. The following day, on 15 March 2025, Mr Page sent further messages asking for his contract and the Employee Handbook. Mr Perchard-Rees responded that this information would be provided on Monday morning. Mr Page sent this reply at 10:11:42: - “I need to address something important. Since I have received two job offers that require my decision by Monday morning, I expect a copy of my contract as soon as possible, outside of ‘normal’ office hours. .....” 27. Mr Perchard-Rees did not immediately respond to the message prompting the following message from Mr Page less than 4 minutes later: - “We will be meeting face to face from now on. I will no longer communicate via WhatsApp or email. I find your withholding of information and the way you speak to me unacceptable. In a face-to-face meeting, you will not be able to control the conversation or manipulate me. This will allow me to respond effectively and determine if you can think independently under the pressure of a real discussion. Please note that I will be recording our conversation for my own records. Thank you. That will be all.” 28. On Sunday 16 March 2025 at 12:03 Mr Perchard-Rees sent Mr Page an email dismissing him with immediate effect and payment of one week’s notice in lieu. The reason given is “Following recent conduct and comments directed towards others and myself, it has become clear that your position with the company is untenable.” Attached to the email were copies of the contract and Handbook. 29. At 12:03:43 on Sunday 16 March 2025 Mr Perchard-Rees left the WhatsApp group. At 13:45 Mr Page sent an email to Mr Perchard-Rees in which he seeks clarity on the justification for his termination. He asks: “Is this a consequence of me standing my ground when you pressured me into sharing a car, especially after I disclosed my health issues related to my [underlying condition], and secondary OCD & Anxiety, which I made Jen aware of?” 30. After his dismissal Mr Page was employed by another taxi firm and started driving for them no later than 17 April 2025. It is not clear if he shared a car. As Mr Page did not give evidence it was not possible to ask him that question. The Law 31. A person has the protected characteristic of disability if they have one or more long-term physical, mental, intellectual

or sensory impairments which can adversely affect their ability to engage in activities (Article 8 of Schedule 1 of the Discrimination Law). 32. The obligation to make reasonable adjustments is set out in Article 7A(1) which says: - "If a provision, criterion or practice of a person ("the person") puts a disabled person ("the subject") at a substantial disadvantage in comparison with persons who are not disabled, the person discriminates against the subject if the person fails to take reasonable steps to avoid the substantial disadvantage." 33. It is also unlawful to fail to make a reasonable adjustment by failing to provide an auxiliary aid (Article 7A(3). 34. The provision only applies if the person knows or reasonably should have been expected to know about the disability and of the substantial disadvantage that the provision, criteria or practice ("PCP") or lack of auxiliary aid would cause. Article 7A(4) says: - "(4) Paragraphs (1) to (3) apply only if the person knows or reasonably should have been expected to know –

(a) that the subject has the disability; and

(b) of the substantial disadvantage that the provision, criterion, practice, physical feature of premises or lack of auxiliary aid would cause to the subject." 35. Article 7A(9) sets out the factors that must be taken into account to determine whether reasonable steps have been taken. Article 7A(10) states that substantial means more than minor or trivial. 36. Article 6(12) of the Discrimination Law sets out a form of direct discrimination that only applies to the protected characteristic of disability. It provides that a person discriminates where there is unfavourable treatment because of something arising as a consequence of the subject's disability and the treatment is not a proportionate means of achieving a legitimate aim. 37. Unfavourable treatment has been defined as "an objective sense of that which is adverse as compared to that which is beneficial" (Priaulx v Valla Limited [2019] TRE 201F). Whether the treatment is because of something arising is a two-stage test. First, the Tribunal must determine if the claimant's disability caused, had the consequence of or resulted in 'something'. Second, the Tribunal must decide if the respondent treated the claimant unfavourably because of that 'something'. It is not necessary for the 'something' that caused the unfavourable treatment to be the sole or main reason for that treatment, but it must have had a significant or more than trivial influence on the unfavourable treatment and amount to an effective reason for or cause of that treatment (see paragraphs 66 to 71 of Marques v Nightingales Limited [2019] TRE 087). 38. Article 70A of the Employment Law says that if the reason or principal reason constitutes an act of discrimination the dismissal is automatically unfair. This is the only basis upon which Mr Page can bring an unfair dismissal claim as he has insufficient service to bring an unfair dismissal claim absent an automatically unfair reason (see Article 73 of the Employment Law which specifies a qualifying period of 52 weeks). 39. Article 3 of the Employment Law requires the employer to provide a written statement of the terms of employment within four weeks of beginning employment. It also required certain information to be included in the contract including the rate of remuneration and holiday entitlement. If the Tribunal finds there has been a breach it can award compensation of up to eight weeks' gross pay. The Tribunal has issued guidance on the factors it may consider when assessing compensation. These include the

reason for the breach, the extent of any defects, if there is a system in place for providing contracts, the size and administrative resources of the employer, if the employee requested a contract and the impact on the employee of the breach. Decision on disability discrimination Protected characteristic of disability 40. The Respondents accept that Mr Page has an underlying medical condition that gives him the protected characteristic of disability in relation to that condition. At the October hearing Ms Olivier argued that Mr Page has not established a formal diagnosis of OCD. We do not consider it open to the Respondents to adopt this position. In paragraph 15 of the Amended Response they write, "The Respondents do not dispute the diagnosis of [ ] and OCD. OCD, however, can manifest in various ways, and the manner in which the Claimant's OCD impacts his daily life remains unclear and unsubstantiated by medical evidence." Based on this admission by the Respondents we accept that Mr Page has a diagnosis of OCD. 41. Although Mr Page did not give evidence we are satisfied based on the evidence of Miss Louis and a letter from Mr Page's GP dated 11 August 2025 that Mr Page's OCD adversely affects his daily life to an extent that satisfies the test for disability. We are therefore satisfied that Mr Page has the protected characteristic of disability because of his OCD. Reasonable adjustment – Article 7A 42. At the Second Case Management meeting Mr Page said that he made a request to have a sole car on January 2025. It is apparent from his Claim Form and the documentary evidence that the only relevant act on 16 January 2025 was his disclosure to Miss Fredericks of his underlying medical condition. His request for a sole car was made for the first time on 25 February 2025. The request was maintained right up until his dismissal on 16 March 2025. 43. We consider that the failure to provide sole use of a car is better seen as a failure to provide an auxiliary aid rather than a PCP although for the reasons given below it makes no difference whether the claim is brought under Article 7A(1) or (3). 44. In either case a failure to make a reasonable adjustment only arises if a respondent knows or reasonably should have been expected to know that the subject has the disability and the substantial disadvantage that the failure to provide an auxiliary aid gives rise to. We find that prior to 14 March 2025 the Respondents did not know and could not reasonably have been expected to know that the failure to provide a sole car would create a substantial disadvantage to Mr Page. We make this finding for the following reasons: - a. He knew that he would be required to share a car when he was offered the job in August 2025 and made no objection to that system being in place. b. He shared a car with another driver at the start of his employment without complaint. c. His only reference to OCD was in a humorous text sent to Miss Fredericks on 26 December 2025. d. In his 25 February 2025 message to Miss Fredericks, he says he does not want to share a car because it is "shit for morale", cleanliness, battery life and one of the other drivers being very talkative. He does not mention OCD as a reason. e. He worked in a small office using shared equipment with no difficulties being noticed by Miss Fredericks and no complaints from Mr Page. 45. We therefore find that prior to 14 March 2025 there was knowledge on the part of the Respondents that could give rise to a breach of Article 7A. 46. The situation changed on 14 March 2025 when Mr Page disclosed to Mr Perchard-Rees in the WhatsApp group that he suffers from OCD and expressly asked for sole use of a car as a workplace adjustment. From that date onwards we are satisfied that the Respondents had

the requisite knowledge. 47. Although we have found that Mr Page is disabled by reason of his OCD we are not satisfied that refusal of a sole car put him at a substantial disadvantage. We have limited evidence from Mr Page's GP and Miss Louis. Mr Page did not give evidence as to the impact on him of car sharing. His message to Miss Fredericks of 25 January 2025 suggests other reasons for not wanting to share a car. If there was a problem related to his OCD he could have mentioned it when he was first offered the job in August 2025 and it was made clear to him that he would have to share a car. The fact that he did not do so, that he initially shared a car with another driver and was able to work in a small, shared office with shared equipment does not suggest that he was unable to share a car with another driver due to his OCD in March

2025. Had the Claimant given evidence he may have persuaded us otherwise. Without his evidence we cannot find that requiring him to share a car in March 2025 put him at a substantial disadvantage because of his protected characteristic of disability arising from his OCD. 48. In case we are wrong on this we have also considered whether the Respondents took reasonable steps to avoid any substantial disadvantage caused to Mr Page by his OCD. Mr Page wanted sole use of a taxi car in relation to which he was paid 60% of all takings. The car was insured, fueled, and maintained by JEV. Mr Perchard-Rees gave evidence which we accept that it was not financially viable for the company to allow Mr Page sole use of a car even if he worked as a driver full-time. For the business to be financially viable the car had to be used by more than one driver. We therefore find that even if Mr Page was substantially disadvantaged by not being allowed his own car there were no reasonable steps that the Respondents could take to avoid this disadvantage. 49. Mr Page's claim for reasonable adjustments under Article 7A therefore fails. Direct Discrimination 50. Mr Page claims that his dismissal was unfavourable treatment because of something arising from his disability of OCD and that the treatment was not a proportionate means of achieving a legitimate aim resulting in a breach of Article 6(12) of the Discrimination Law. 51. We are satisfied that dismissal is unfavourable treatment. 52. Was the dismissal because of something arising from the disability? This involves a two-stage test. First, what was the something arising from the disability? Mr Page says that the something was his inability to share a car with another driver. We find that Mr Page has not proven that he was unable to share a car with another driver because of his OCD. For the reasons set out above, he has not proven that link. Again, had Mr Page chosen to give evidence he might have overcome this hurdle. 53. In case we are wrong on this we also consider the second element of the test which is a link between the something arising and the dismissal. The evidence of Mr Perchard-Rees in paragraph 40 of his witness statement is that he dismissed Mr Page for poor conduct and performance. As his evidence of the reason for the dismissal is unchallenged, we accept his evidence and find that there was no causal link between Mr Page's inability to share a car and the dismissal. 54. As neither limb of the test is satisfied the claim for direct discrimination under Article 6(12) fails. Decision on automatically unfair dismissal 55. We have found that the reason for the dismissal was not discriminatory. This means the dismissal is not automatically unfair under Article 70A.

56. Mr Page had insufficient service at the time of his dismissal to bring a standard claim for unfair dismissal. If there had been sufficient service we would have had no hesitation in finding that the lack of process rendered the dismissal unfair. We also note that if a process had been followed the claims of discrimination and automatic unfair dismissal might have been avoided. Decision on notice pay 57. Mr Page's statutory notice period was one week. To claim a longer notice period he must show a greater contractual entitlement. Mr Page was never provided with a signed contract relating to his employment. However, he was shown a copy of the contract on screen and a copy of that contract was provided to us. The contract includes a notice period of 4 weeks if continuous service exceeds the probationary period and is less than two years. In relation to probation period the contract says "The probationary period is 3 months. This may be extended at the Company's discretion. Probation is not confirmed as successful unless it is confirmed in writing which can be by email". 58. Mr Page says in the Claim Form that the payment of a quarterly bonus in February 2025 shows that he had passed his probation. The evidence of Miss Fredericks is that she spoke to Mr Perchard-Rees about Mr Page's performance on 13 January 2025. They agreed to extend Mr Page's probation period. She communicated this information to Mr Page in a phone call the same day. Both she and Mr Perchard-Rees said that payment of the quarterly bonus had nothing to do with performance but was linked to hours worked. 59. We accept the evidence of Miss Fredericks that she extended the probation period in a phone call with Mr Page on 13 January 2025. As Mr Page remained in the probation period at the date of his dismissal he was only entitled to one week's notice. His claim for additional notice pay therefore fails. Decision on counterclaim 60. The evidence of Miss Fredericks is that Mr Page was obliged to remit all cash fares to JEV. She says that Mr Page remitted the cash between October 2024 and January 2025 but failed to submit cash takings for February and March 2025 in the sum of £269.86. This is despite having received his 60% share of the takings. Mr Page filed no evidence to dispute these allegations and therefore we find the claim to be proven. Article 3 claim 61. JEV accepts that Mr Page was never provided with a written statement of his terms. JEV point out that the terms of his employment were like the information included in the WhatsApp messages sent by Miss Fredericks on 20 August 2024. Further, Mr Page was taken through the terms of the taxi driver contract on screen on 12 October 2024. No written contract was provided at this point because the printer was not working. The lack of compliance was not a result of a systemic failure. 62. Mr Page points out that no written terms were ever provided by JEV. He says that this caused confusion about pay, bonus, probation, and grievance procedures. 63. We note that if the office work was intended to be covered by the same contract the contract was deficient in material respects. For example, there is no hourly rate for the office work and no indication of his holiday entitlement. The lack of information about the hourly rate is particularly important because the initial WhatsApp messages state a starting rate of £15 an hour but he only received £14 an hour. Had he been provided with a written contract he may have challenged his office pay. 64. We consider the breach to be relatively serious because it went on for the whole of his employment and key information about the office pay rate and holiday entitlement was missing from the draft he was shown. We also

accept the evidence of Mr Page that the lack of contract led to confusion on his part over his pay rate in relation to his office role. We also accept his evidence that he was unclear about probation and his notice period. On the other hand, this was an oversight on the part of JEV rather than a systemic failure and Mr Page was shown the taxi driver contract on screen. We also take into account that JVE is a small employer with limited administrative resources albeit it is part of a larger group of companies. 65. We award Mr Page compensation of £1,500 which equates to about three weeks' pay. We have calculated his weekly pay by taking an average of his actual earnings over the period he worked for JEV. He worked for JEV for 22 weeks and his total pay over the employed period was £11,290 excluding his driver bonus. This results in an average weekly wage of £513.

Conclusion

66. Mr Page's claims for disability discrimination, automatic unfair dismissal and notice pay fail. The Article 3 claim succeeds and we award Mr Page compensation of £1,500. The counterclaim succeeds and Mr Page must pay JEV the sum of £269.86. The net result is that JEV must pay Mr Page the sum of £1,230.14. Payment must be made within 14 days of the date of this

judgment.

Advocate Dr E Moran, Chairman Dated: 7 November 2025

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