

IN THE LONDON SOUTH EMPLOYMENT TRIBUNAL

Case No: 2303129/2024

Neutral Citation: [2025] UKET 2303129/2024

Claimant: Ms L Benn

Respondent: Professional Game Match Officials Limited (PGMOL)

Heard: 17, 18, 19, 20, 21 November 2025 and 28 November 2025 (in chambers)

Before: Employment Judge T Perry, Mrs H Carter, Mr A Peart

Date of Judgment: 28 November 2025

NOTE: This summary is provided to help in understanding the Court's decision. It does not form part of the judgment. The full judgment of the Court is the only authoritative document. Judgments are public documents and are available at: www.judiciary.uk, <https://caselaw.nationalarchives.gov.uk> and www.bailii.org.

The Claimant, Ms L Benn, brought claims against the Respondent, Professional Game Match Officials Limited, for direct sex discrimination, unlawful deduction from wages, harassment related to sex, victimisation, unfair dismissal, and breach of contract. The claims for direct sex discrimination and unlawful deduction from wages were withdrawn and dismissed accordingly [7].

The Tribunal, by a majority (Mr Peart dissenting), dismissed the claim for harassment related to sex. The claims for victimisation and unfair dismissal were dismissed unanimously. The claim for breach of contract was found to be well founded and succeeded.

The Tribunal considered a bundle of documents and heard evidence from the Claimant and several witnesses for both parties. The issues for determination included whether the Claimant was subjected to harassment related to sex, whether she was victimised for protected acts, whether her dismissal was unfair, and whether there was a breach of contract in relation to notice provisions [6-9].

On the harassment claim, the Tribunal found that there was physical contact between Mr Child and the Claimant on 29 March 2023, which created an intimidating environment for the Claimant. However, the majority did not find that this conduct was related to the Claimant's sex, concluding that Mr Child would have acted similarly towards a male referee in the same circumstances. Mr Peart dissented, finding that the conduct was related to sex [96-102]. The Tribunal unanimously found that subsequent conduct by Mr Child during and after the match was not related to sex and that the Respondent's actions in advance of and Mr Child's actions on 19 August 2023 did not amount to harassment [103-113].

Regarding victimisation, the Tribunal considered whether the Claimant's complaints amounted to protected acts under section 27 of the Equality Act 2010. The Tribunal unanimously found that the emails relied upon did not constitute protected acts, as they did not contain explicit or implicit allegations of discrimination related to sex [114-120]. Consequently, the claim for victimisation failed.

On unfair dismissal, the Tribunal was satisfied that the Respondent had a potentially fair reason for dismissal, either relating to qualifications or as some other substantial reason, and that the Respondent acted within the band of reasonable responses in dismissing the Claimant [134-139].

The claim for breach of contract succeeded. The Tribunal found that the Respondent did not have a contractual right to pay the Claimant in lieu of notice under clause 3.5 of the employment contract, and that the contra proferentem rule required the ambiguity in the drafting of clause 18 to be resolved in the Claimant's favour. Damages are to be assessed at a subsequent remedy hearing [140-145].

This mini judgment is issued as a summary of the Tribunal's decision. For the full reasoning and authoritative text, reference must be made to the full judgment.