EMPLOYMENT TRIBUNALS

BETWEEN

Claimant	**AND**	**Respondent**
Mr A Bansal-McNulty		(1) Queens Park Rangers Football and Athletic Club Limited (2) John Yems (3) Crawley Town Football and Social Club Limited

Heard at: London Central **On**: 12-20 January, 26 and 27 January, 30 January, 2-11 and 17-18 and 20 February 2026. The Tribunal deliberated in Chambers on 31 March and 2, 17 20 and 21 April 2026.

Before: Employment Judge Nicolle sitting with non-legal members Ms N Sandler and Ms H Craik

Representation:

For the Claimant: Mr A Buchan of Counsel.

For the 1st Respondent: Mr J Wallace and Ms M Chaudhuri-Julyan both of Counsel.

For the 2nd Respondent : Mr K Murray, a lay representative.

For the 3rd Respondent: Mr D Cunnington of Counsel.

RESERVED JUDGMENT

1. The claims of victimisation against Crawley Town pursuant to S27 of the Equality Act 2010 (the EQA) are dismissed on withdrawal.

2. The judgment of the Tribunal is that:

3. The following claims of harassment pursuant to S 26 of the EQA succeed against the 2nd Respondent:

a) That in September 2021 the 2nd Respondent took food the Claimant had brought into the canteen and said something like "what curry have you got?"

b) That at some point during the second half of the season the 2nd Respondent said to Henry Burnett in the presence of others, referring to the Claimant: "I wouldn't take anything off that "curry muncher."

c) That on March 2022, when the Claimant was eating pizza the 2nd Respondent said to him: "You must be pissed off there is no curry pizza."

4. All other claims of harassment against the 2nd Respondent fail and are dismissed.

5. The claims of direct race/religious discrimination against the 2nd Respondent pursuant to S13 of the EQA fail and are dismissed.

6. The 3rd Respondent is vicariously liable for the conduct of the 2nd Respondent in respect of those allegations which succeeded against the 2nd Respondent as set out above.

7. The claims of direct race discrimination pursuant to S13 of the EQA, harassment pursuant to S26 of the EQA and victimisation pursuant to S27 of the EQA against the 1st Respondent fail and are dismissed.

REASONS

The Hearing

8. The Tribunal was provided with the following documents:

- A main hearing bundle comprising of 2385 pages.
- The witness statement bundle comprising of 204 pages.
- The supplemental bundle comprising of 166 pages.
- The correspondence bundle comprising of 2858 pages.
- Opening notes with authorities relevant to the preliminary issues.

The Tribunal spent 13 and 14 January reading the witness statements, opening submissions and documentation suggested by the parties.

9. Whilst the case had been listed for 30 days for various reasons the Tribunal was unable to sit for approximately 7 days. Further, there was a day when the Tribunal did not sit substantively because of the non-availability of witnesses. The Tribunal estimates that witness evidence took approximately 12 days. Approximately 5 days were spent on contested applications. 3 days were taken with oral submissions. The parties requested, and were granted, 2 days for the preparation of their written submissions which were exchanged by the parties and read by the Tribunal on Monday 16 February.

The conduct of the hearing

10. It was notable that there was frequently, what we consider to have been, an unnecessary level of acrimony between the representatives. Mr Buchan complained that he was being "ganged up on" by Mr Wallace and Mr Cunnington. Whilst we acknowledge that there may have been instances where they had legitimate criticisms of the way the case had been conducted, both historically and during the hearing, we nevertheless consider that the criticisms were in some instances possibly placed at an unwarranted level which created an occasional unnecessarily acrimonious atmosphere. It was also notable that Mr Yems and Mr Murray had a number of vociferous interventions to protest at the way in which the case had been conducted on behalf of the Claimant, which they considered was symptomatic of what had happened over the previous 3½ years, and very much to Mr Yems' disadvantage.

Chronologies and procedural history chronologies

11. Unfortunately the Claimant and 1st Respondent were unable to agree a common chronology and the Claimant and 1st Respondent provided separate documents.

Witnesses

12. The following witnesses appeared for the Claimant in the order set out:

- Mr Frank Shillingford, the Claimant's mentor and an associate of Mr Leon Anderson, (Mr Shillingford);
- Mr Stephen Alliston, Church Minister, former Club Chaplain at Crawley Town and witness in the FA proceedings (Mr Alliston), who attended pursuant to a witness order;
- Ms A Bansal-McNulty (the Claimant's mother);
- the Claimant;
- Mr Mustafa Hussein (Mr Hussein), who attended pursuant to a witness order;

- Mr Emanuel (Manny) Adebowale, former player of Crawley Town and a witness in the FA proceedings, (Mr Adebowale); and

- Mr Zaid Al-Hussaini, former player of Crawley Town and witness in the FA proceedings, (Mr Al-Hussaini) was due to attend but despite several postponements of his proposed evidence was unable to attend following reported broken ribs whilst playing football. Whilst he provided a witness statement absent his attendance it carries limited probative value.

13. The following witnesses appeared for the 1st Respondent in the order set out:

    - Mr Mark Warburton, Manager of QPR's First-Team from 8 May 2019 to 1 June 2022, (Mr Warburton);

    - Mr Leon Anderson, the Claimant's licensed football agent/intermediary at all material times, (Mr Anderson); who attended pursuant to a witness order;

    - Mr Alex Carroll, QPR's Academy Director, (Mr Carroll);

    - Mr Chris Ramsey, Former Technical Director and Head of Coaching at QPR, (Mr Ramsey);

    - Mr Les Ferdinand, former Director of Football at QPR, (Mr Ferdinand);

    - Dr Misia Gervis, former Consultant Sports Psychologist at QPR, (Dr Gervis); and

    - Mr Stephen King, Dartford FC First-Team Manager in the 2019/20 season and former Gloucester City First-Team Manager, (Mr King).

<u>Mr Paul Hall</u>

14. Mr Hall, QPR's former under 23 coach, would have been a relevant witness. However, he was unable to attend because of a medical issue.

15. The following witnesses appeared for the 2nd Respondent in the order set out:

    - Mr Keith Murray, (Mr Murray);

    - Mr John Yems, former Manager of Crawley Town, (Mr Yems); and

    - Dr Imran H Khan Suddahjazai (Dr Suddahjazai) provided a witness statement but did not appear.

16. The following witnesses provided witness statements for the 3rd Respondent but were not called:

    - Mrs Clare James, Club Secretary and Office and Team Admin, (Mrs James);
    - Mr Erdem Konyar, former Technical Director and Current Director of Football at Crawley Town, (Mr Konyar); and
    - Mr Thomas Allman, CEO of Crawley Town since August 2025, (Mr Allman).

Procedural history

17. It is unnecessary in this Judgement to set out the protracted procedural history. However, it was referred to extensively by the parties in the context of the preliminary applications. It is sufficient to say that there have been 6 preliminary hearings, 5 amendment applications to the Particulars of Claim and voluminous correspondence.

Preliminary applications

18. Prior to the evidence commencing the Tribunal heard and determined the following applications.

12 January 2026

19. EJ Nicolle sitting alone on the agreement of the parties, heard applications from the Claimant and the 1st Respondent for witness orders. The Tribunal was temporarily relocated to the Taylor House Tribunal Centre in Clerkenwell.

Application by the 1st Respondent for a witness order compelling the attendance of Mr Anderson

20. The Judge granted this application and a witness order was sent to Mr Anderson by post at his home and work addresses and by email. He attended to give evidence.

Application by the Claimant for 8 witness orders

21. Mr Buchan confirmed that he was only pursuing applications in respect of 7 of those individuals.

22. The Judge granted witness orders compelling the attendance of the following individuals at 9:30 AM on Monday, 26 January 2026:

    - Mr Hussein;

- Mr Mark Marshall, former player of Crawley Town, (Mr Marshall);
- Mr Joel Lynch, former player of Crawley Town, (Mr Lynch); and
- Mr Alliston.

23. The witness orders in respect of Mr Lynch and Mr Marshall were revoked at the instigation of Mr Buchan and the witnesses were notified accordingly.

24. The Judge refused the application for witness orders in respect of the following individuals:

    - Mr Ricardo German, former player of Crawley Town (Mr German);
    - Mr James Williamson, integrity investigator for the FA, (Mr Williamson); and
    - Matt Hughes, journalist, (Mr Hughes).

15 January 2026

25. The Tribunal refused an application made by the 1st and 3rd Respondents for an unless order compelling the Claimant to provide an updated schedule of loss. The Tribunal did, however, issue a Case Management Order requiring the Claimant to provide further clarification of the basis of his claim, and provisional assessment of quantum, by 4 PM on Friday, 23 January 2026. This was provided.

The Claimant's application dated 8 December 2025 that the 3rd Respondent's victimisation denials should be struck out as having no reasonable prospect of success

26. Mr Buchan confirmed that this application was withdrawn. The 3rd Respondent reserved its position on costs.

Scope of the hearing

27. Following discussion between the parties the Tribunal confirmed, for the avoidance of doubt, that the hearing was confined to liability and matters pertaining to remedy would not be considered. It was, however, acknowledged that the line of demarcation was not necessarily rigid given that, for example, the Claimant's potential as a professional football player was to a degree relevant to his victimisation complaint against QPR i.e. was it likely that QPR would exercise its option to extend his contract on its expiry on 30 June 2022 given his age and performance.

16 January 2026

The 1st Respondent's application for specific disclosure and contention that the Claimant had waived privilege in respect of documentation relating to the preparation of Mr Shillingford's witness statement dated 18 November 2025

28. The Tribunal decided that there had been an inadvertent partial waiver of privilege in respect of the preparation of Mr Shillingford's witness statement and that it was appropriate to order the specific disclosure of relevant documentation. This documentation was immediately disclosed by the Claimant's legal representatives.

The Claimant's application dated 4 December 2025 to amend his Particulars of Claim

29. Mr Buchan gave detailed oral reasons in support of the application on 16 January. Mr Wallace and Mr Cunnington provided detailed oral reasons opposing the application on 19 January 2026.

30. Shortly before 4 PM on 19 January Mr Buchan sought an adjournment given that he wished to consider a response to the alleged procedural shortcomings in the amendment application as alluded to by Mr Wallace and Mr Cunnington but also on the grounds of ill-health. The Tribunal acceded to his application on the grounds of health, and a concern that for these reasons his ability to properly set out his position to safeguard his client's interest may be compromised, or at least the Claimant may have the perception that it was compromised. Mr Buchan gave his reply on the resumption of the hearing on 20 January.

The Tribunal's decision on the Claimant's amendment application

31. With the sole exception of the addition of paragraph 56 (b) and (c) pertaining to an alleged telephone conversation between Mr Shillingford and Mr Ramsey, and a subsequent telephone conversation between Mr Yems and Mr Ramsey, all the Claimant's requested amendments were refused.

9 February 2026

32. During the cross-examination of Dr Gervis Mr Cunnington raised an objection that questions put by Mr Buchan were predicated on the basis that she was an expert witness. The Tribunal adjourned and heard representations from Mr Buchan and Mr Cunningham (whose submissions were supported by Mr Wallace) and the Judge gave an oral ruling as to the permissible scope of cross-examination.

17 February 2026

33. Mr Buchan made an application for the admission of an extract from a QPR fans website "The future is bright in blue-and-white" which contained an interview with Mr Hall in 2019 to include his speaking about the Claimant's

footballing ability/potential. The Tribunal refused permission for the admission of this material.

34. The Tribunal gave oral reasons in respect of the above rulings. The Judge explained to the parties that the applications, and the Tribunal's rulings, would be included in the reserved judgment but that any party could apply for the written reasons of the individual rulings within 14 days of them being given. No such applications were made.

Further application by QPR that Mr Buchan had inadvertently waived privilege during his closing submissions

35. The Tribunal did not consider that given the timing of the application, Mr Buchan's earlier reference to the pleading history when the amendment of the Particulars of Claim was addressed, and taking account of considerations of necessity and relevance, that it was appropriate to make an order for your specific disclosure of documents in Mr Buchan's possession at the time he drafted the original Particulars of Claim.

The participation of Mr Yems

36. Mr Wallace expressed concern that Mr Yems may potentially be prejudiced if the Claimant's amendment application were to be heard without his participation or representation. The Tribunal therefore sent an email to him advising that the amendment application was to be heard at 2 PM on 18 January 2026 and inviting his participation by CVP. Mr Yems advised the Tribunal that Mr Murray was providing him with support but not acting as his representative. He referred to significant mental health issues which he says have emanated from the allegations made against him. He said that he had sent medical evidence to the Tribunal on 5 occasions but unfortunately it had not been sent to the Respondents and nor had it been seen by the Tribunal. EJ Nicolle invited him to send an email to the Tribunal, and copied to all parties, attaching his medical evidence. He did so that evening.

37. Mr Yems said that he intended to robustly defend himself from the allegations made against him. He vehemently rejected Mr Buchan's contention that he had been dismissed by Crawley Town but rather that there had been a mutual termination of his employment.

38. Mr Murray cross-examined witnesses on behalf of Mr Yems. Mr Murray attended the majority of the hearing. Mr Yems attended the majority of the hearing by CVP but attended in person to give his evidence on 11 February 2026.

39. Mr Yems was highly engaged throughout the proceedings and periodically intervened to assert his position and in particular to rebut contentions made by Mr Buchan or the premise upon which questions were put by him to witnesses.

Agreed list of issues

40. The agreed list of issues was updated to reflect the above amendment. It is not necessary to set them out at this point but they will be referred to in the conclusions section of this judgment. This was agreed and provided to the Tribunal on 30 January 2026. For the avoidance of doubt Mr Buchan confirmed that the only act reliant on the ground that Mr Yems perceived the Claimant to be a Muslim was the so-called "green screen" incident. He further confirmed that there was no claim based on a perception by Mr Yems that the Claimant may-be Pakistani.

41. The list of issues was further updated by Mr Buchan on 9 February 2026 further to the withdrawal of the claims of victimisation against Crawley Town.

Relevant findings of Employment Judge Stout on the time jurisdiction issue in respect of the EQA claims in her reserved judgment dated 17 July 2023

42. The Tribunal read the detailed judgment of EJ Stout as part of its preliminary reading. The status and effect of her rulings was referred to extensively by the parties in their closing submissions. It is therefore relevant to set out the salient passages of her judgment. The passages set out below from her judgment have been marginally amended, but without changing the substance, so that definitions are consistent with those used elsewhere in this judgment.

43. EJ Stout held as follows:

> It is just and equitable to extend time for all the Claimant's claims under the EQA, s 123(1)(b) against each of the Respondents, on the terms and to the extent set out in this judgment.

44. At paragraphs 88-91 she stated:

> In this case, the parties are agreed that I should assume for the purposes of this hearing that the Claimant has a reasonably arguable case that each of the alleged contraventions of the EQA as regards each Respondent form a continuing act up to the date of the last act alleged against each Respondent. It follows that, even if I decide to extend time in relation to all or part of the claims, the issue of time limits may remain live for the final hearing if the Tribunal at that hearing finds that there are not continuing acts.
>
> In relation to QPR, there are allegations of direct race discrimination about conduct beginning on 31 August 2021 with QPR loaning the Claimant to Crawley Town in the knowledge (it is alleged) that Mr Yems uses racist banter, then the failure to act to protect the Claimant from Mr Yems' racist banter after he complained to Mr Ramsey in March/April 2022 and failure to renew the Claimant's contract, which as a failure to act is to be treated by virtue of s 123(4) and (5) as having been done on 15 May 2022, being the day when QPR failed to exercise the option and thus did an act inconsistent with exercising the option. There are also claims of race-related harassment in relation to the two calls from Mr Ramsey on 23 April 2022 and the failure

to renew the Claimant's contract. Those same matters are relied on as victimisation, together with certain alleged procedural failures in relation to the non-renewal of the Claimant's contract. The primary time limit in relation to QPR therefore expired, at the latest, on 14 August 2022. The claim against QPR is therefore 7 months out of time.

In relation to Mr Yems, the claims of race and religion-related harassment span the period between September 2021 and 19 March 2022, so the primary time limit expired on 18 June 2022. The claims against Mr Yems are therefore nearly 9 months out of time.

In relation to Crawley Town, the claims are that it is vicariously liable for the acts of Mr Yems, and there are also additional claims of victimisation relating to the period between 23 April 2022 and the last game of the season on 9 May 2022. The primary time limit against Crawley Town therefore expired on 8 August 2022 and the claim is slightly more than 7 months out of time.

45. At paragraph 111 she stated:

I draw all those threads together to consider the overall balance of prejudice. As will be apparent from what I have already said, in this case I consider that the prejudice to the Claimant of not being permitted to proceed with this claim (which is important to him given his career aspirations, and potentially of significant financial value to him and which he has struggled to pluck up the courage to bring) significantly outweighs the prejudice to each of the Respondents that has resulted from his delay in bringing the claim. Given the hurdles of mental health, ignorance as to his rights and fear of speaking out that the Claimant has overcome to bring this claim, I consider it is just and equitable in this case to extend time for all the Claimant's claims under the EQA against all Respondents.

The timetabling of the witness evidence

46. The Tribunal adopted a flexible approach to accommodate availability of the witnesses which resulted in some witnesses being interposed with those of the other parties.

Mr Warburton's evidence

47. The evidence of Mr Warburton was interposed in Mr Wallace's submissions on the amendment application at 12 noon on 19 January given that Mr Warburton was in Florida with the time difference and also his very limited availability. His evidence was completed in his available time.

21-23 January

48. The Tribunal did not sit on these days as EJ Nicolle was sitting on another case which could not realistically be postponed.

28-29 January

49. The Tribunal did not sit on these days as 1 of the non-legal members was sitting on another case which could not realistically be postponed.

50. The evidence was completed with that of Mr Yems on 11 February 2026. Mr Buchan and Mr Wallace requested time to prepare written submissions and it was agreed that these would be exchanged at 10 AM on Monday 16 February and that the Tribunal would read the submissions that day. Oral submissions were given on Tuesday 17 and Wednesday 18 February and Friday 20 February 2026.

Findings of fact

51. We have endeavoured to keep our findings of fact relevant to the issues we have to decide. There was a very significant amount of evidence which we did not consider germane to those issues.

Background

The Respondents

52. QPR and Crawley Town are professional football clubs. At the material time QPR played in the Championship and Crawley Town in League Two. The Championship, League 1 and League 2 each comprise of 24 clubs. Mr Yems was the manager of Crawley Town until his suspension on 23 April 2022 followed by a mutual termination of his employment on 31 May 2022.

53. The present owner of Crawley Town Is KB Sports and Leisure Ltd who acquired the club in August 2025, as the successor to WAGMI United LLC (WAGMI). WAGMI had acquired the Club in April 2022 having purchased the controlling shareholding of Ziya Eren. Since the sale to WAGMI there has been an almost complete turnover in coaching and back office/management staff. None of the coaching staff remain.

EFL Regulations 2020/21

54. Clause 67.2 provides:

Any Club wishing to reengage a Contract Player whose contract is due to expire on 30 June must notify him in writing by the third Saturday in May in the final year of his contract whether or not they offer him terms of reengagement specifying (where applicable) such terms.

The FA Rules as adopted on 23 July 2020

55. Clause 1.10.1 provides:

Clubs must enter into a written contract of employment with their Players on the relevant form approved by the Association, with or without an option.

56. Clauses 1.10.2 and 1.10.3 provides:

If a Club wishes to offer re-engagement to a Player or exercise an option contained in the agreement the following practice shall prevail. Within 7 days of the first Saturday in May, or the date of the last competitive match of the Club's first-team, whichever is the later, the Club must give notice in writing to the Player indicating that either the Club offers a re-engagement or, if appropriate, exercises any option contained in the agreement.

The EFL Regulations and Squad Lists

57. Section 43.9.1 includes:

Clubs shall be permitted to name up to a maximum number of Players in their Squad Lists based on the following provisions:

In respect of Championship Clubs, 25 Players of which a minimum of 8 must be a Home Grown Player.

58. Section 43.9.2 provides:

The following Players do not need to be included in the Squad List to be eligible to play in League Matches:

In respect of Championship Clubs, any Under 21 Player.

The League Governance Section B

59. The League Governance Rules contain the following provisions:

B 16. No person bound by these rules, including any club… Shall do any of the following:

B.16.(a) conduct itself in an abusive, derogatory, insulting, intimidating or offensive manner towards any (other) Club or the League or (where applicable in either case) any of its registered Players, Officials, Directors, employees or agents

B 16.(b) commit any act (or omission) or make any statement that is discriminatory by means of race, religion,… colour or national or ethnic origin.

B.16.(c) commit any act (or omission) or make any statement that brings the game of football… into disrepute.

Rule E3.1 shall not act in a manner which is improper or brings the game into disrepute or use… abusive… or insulting words or behaviour.

Rule E3.2 an "Aggravated Breach" where it includes a reference… to… ethnic origin, colour, race, nationality, religion or belief…"

Relevant policies and procedures of QPR

60. Whilst QPR had approximately 370 employees at the material time it only had a single HR employee.

QPR's Code of Conduct

61. This includes an equality statement to include:

All staff should understand that they, as well as their employer, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination in the course of their employment against fellow employees…. Such acts will be dealt with as misconduct under the organisation's grievance and/or disciplinary procedures….

62. The section entitled "General Conduct" included:

If any Player has any problems or complaints, these may be registered and discussed with the PFA Representative and/or Club Captain before being taken up with Club Management.

The Claimant accepts that he took no such action.

QPR structure

63. The Club is split into two main functions: the football side and the business/commercial side. The football side is headed by the Director of Football, who at the relevant time was Mr Ferdinand. The Director of Football had direct and day-to-day leadership responsibility for the Academy, with the Head of Coaching/Technical Director, who was Mr Ramsey at the relevant time. Mr Warburton was the First-Team manager at the material time of the allegations.

QPR's Technical Control Board

64. To try to ensure the relevant senior football staff within the Club discuss and make decisions collectively on key footballing matters, such as player development, retention and option renewals, QPR utilises a Technical Control Board (the TCB), which generally comprised Mr Ramsey, the CEO, the Director of Football, the First-Team Manager, the Finance Director, the Club Secretary, the Head of Recruitment, the Academy Director and the Senior Professional Development Phase Coach. The TCB met periodically and minutes were generally taken.

QPR's promotion of diversity and equality

65. Mr Buchan repeatedly acknowledged that the Club's record in this respect was impeccable. This included his saying:

    - "QPR is a diverse club and it has a huge diversity of players in it".

    - He also noted that the Claimant: "is not saying that QPR was a racist club", and that it is "a beacon to other clubs"

    - Further in his opening note, he accepts that "QPR is an honourable club"

66. QPR has multi-ethnic and multi-national players from the First-Team down to the Academy. Mr Ramsey says that this includes more players of Asian heritage than any other team he is aware of.

67. Since January 2020 QPR has supported the Professional Footballers' Association's Asian Mentoring Scheme. The Club was one of the founding signatories of the FA Football Leadership Diversity Code in 2020. Mr Ramsey received an MBE for services to diversity in sport on 1 November 2019.

68. In his witness evidence Mr Shillingford said that when he first had contact with QPR "racism was at a level which he had never experienced" and referred to a "toxic culture" at the Club. He did, however, accept that the culture at the club had changed with Mr Ferdinand and Mr Ramsey promoting a more inclusive and diverse culture. However, in circumstances where it has been repeatedly confirmed that the Claimant makes no allegations against QPR or its employees prior to his loan to Crawley Town from 31 August 2021 this evidence is irrelevant to the issues which the Tribunal has to decide.

69. There were also multiple occasions where Mr Buchan raised more general allegations of racism within football to include those pertaining to Tottenham Hotspur, Arsenal and Millwall and again these are not matters which are relevant to the issues to be determined and therefore need not be recorded within this judgment.

The Claimant

70. The Claimant was born on 16 March 2000. His mother is Irish and his father is Indian.

71. As a boy he was at the Fulham and Tottenham Development Centres.

72. The Claimant was selected for QPR's football Academy at age 14. The Claimant's registration as an Academy player with QPR was confirmed in a letter from Alan Jackett, Academy Administrator, dated September 2014. The letter enclosed the Code of Conduct for Academy for players of compulsory school age and included a statement that the level of achievement ultimately reached cannot be guaranteed.

73. The Claimant was offered and accepted a two-year scholarship commencing in July 2016. This was extended for a further year from 25 June 2018 to 24 June 2019.

74. In 2018 the Claimant says that he received interest from Southampton Football Club. He was disappointed not to receive a professional contract from QPR but rather was offered third-year scholarship. He refers to what he considers to be a resultant strain in his relationship with Mr Ramsey

The match day squad

75. There was considerable dispute regarding what constituted being in a match day squad. The 1st Respondent's position is that the match day squad comprises the starting 11 players plus the 7 substitutes permitted in the Championship. The Claimant contended that the squad was wider than this and included being named in the group of players considered for selection in advance of a given match. For example, he refers to a squad of 21, including him, for the match v Nottingham Forest on 27 April 2019. The Claimant did not, however, appear in the match day 18. The 1st Respondent says that the inclusion of the 3 Academy players in the match day squad was to provide them with experience. However, 1 of those Academy players, Nathan Carlyle, did appear on the bench in that game.

The 19th man

76. Both at QPR and Crawley Town there was reference to the "19th man". This involves a player travelling with the match day squad both for experience but also being available should 1 of the match day 18 be taken ill or injured in the pre-match warmup. The Claimant says that he was the 19th man for the FA Cup match away to Portsmouth on 26 January 2019 and the League game away to Wigan Athletic on 2 February 2019.

Sheffield Wednesday v QPR on 5 May 2019

77. The only occasion on which the Claimant appeared in the match day 18 whilst at QPR was in the final match of the 2018/19 season. The game was in effect academic from QPR's perspective given that the result was not material to the Club's final finishing position. It is customary in these circumstances for clubs to include some less experienced/Academy players in their match day 18. The Claimant did not enter the field of play as a substitute.

78. We concur with QPR that the Claimant's appearance in a pre-season match at Harlington does not count as a First-Team appearance. We acknowledge that it is common practice for pre-season games to involve a wide mixture of First-Team and Academy players with multiple substitutions and sometimes the complete starting 11 being replaced.

Appointment of Mr Warburton as QPR's manager

79. Mr Warburton was appointed as QPR's manager on 8 May 2019. The Claimant contends that he had a preference for playing older more experienced players. This is disputed by Mr Warburton. It is unnecessary for the Tribunal to make any finding in this respect.

2019/2020 season

80. QPR offered the Claimant a professional contract for the 2019/20 season, which he accepted. Its fixed termination date was 30 June 2020.

Loan To Torquay United Football Club

81. On 28 November 2019 the Claimant was loaned to Torquay United who played in the National League. This is one level below the EFL and is regarded as Tier 5 of the English football pyramid. He appeared for Torquay United in 2 out of 7 matches and in neither game did he play the full match. His loan was terminated early on 5 January 2020. The Claimant accepted in evidence that this loan was not successful.

82. The Claimant said that on his return to QPR he was told by Mr Ramsey that he would be included in the match day squad for an FA Cup 3rd round game v Swansea City. However, this was precluded once it became known to Mr Ramsey that his loan to Torquay United had not officially concluded.

Loan to Dartford Football Club

83. On 31 January 2020 he was loaned to Dartford who played in National League South. This is 2 levels below the EFL and is regarded as tier 6 of the English football pyramid. This was initially for one month but was extended until 25 April 2020. He appeared for Dartford in 4 out of 6 matches but did not play a full game.

84. The season was interrupted by the Covid-19 pandemic.

2020/2021 season

85. His professional contract with QPR was renewed for the 2020/21 season.

4 August 2020

86. The TCB meeting on 4 August 2020 included Mr Ramsey saying that the Claimant would be one of the most appropriate Academy players to include in the First-Team pre-season squad planning.

87. Mr Warburton did not, however, consider that the Claimant was suitable to be included in the First-Team squad at this or any other time. As Mr Warburton made it clear that the Claimant was not going to be considered for the First-Team Mr Ramsey suggested that an appropriate loan for the first part of the season would be positive.

Loan to Como 07 Football Club

88. In September 2020 the Claimant was loaned to Como 1907 Football Club, who at the time played in Serie C. Serie C comprises 3 regionalised divisions of 20 clubs. The Claimant says that this loan originated as a result of his impressing Dennis Wise, who was the Technical Consultant/CEO of Como, in a QPR under 23 match against Watford. He further says that Mr Wise intended to build his Como team around him.

89. On 13 October 2020 the Claimant made his debut for the Northern Ireland under 21 side when he played 76 minutes in a UEFA qualifying game against Ukraine. In paragraph 47 of his witness statement Mr Ferdinand says that at the time of his selection it was impossible for Northern Ireland to progress through to the final tournament.

90. The Claimant only appeared for Como 3 times out of 17 matches and did not play a full game during his time with the club.

91. The Claimant says that he struggled during his time at Como. This was particularly difficult given Covid and lockdown restrictions and he says that he was largely confined to a hotel room and then an apartment. He became bored and lonely. He decided that he wanted to return to England and the loan was terminated early on 7 January 2021. The Claimant says that 2 other English players left their contracts with Como early at the same time.

92. The Tribunal acknowledges that this was a difficult time for many people and the circumstances of the Claimant being in a foreign country with unfamiliar people during lockdown would have compounded a sense of isolation.

TCB meeting of 16 November 2020

93. The minutes of the meeting refer to Mr Hall suggesting that the Claimant would be one to add to the B team group if he returns from Como in January. It would therefore appear that QPR envisaged his possible early return. The QPR B team was the level beneath the First-Team and was created in an attempt to expedite the pathway of Academy players to the First-Team, and also to provide competitive experiences for First-Team players who were in need of match minutes.

Offer of contract extension dated 12 April 2021

94. On or around 12 April 2021, Mr Ramsey, Mr Carroll and the Claimant had a review meeting. Mr Ramsey and Mr Carroll say that the Claimant wanted to leave QPR and find another club, given that he thought he was not going to play for the First-Team, and that they told him that they would be offering him another professional contract for one further year but it was likely that he would be released after the 2021/22 season.

95. QPR says that it was explicitly discussed with and acknowledged by the Claimant, and Mr Anderson, in April 2021 that he was unlikely to be selected

for the First-Team. This was not just because of Mr Warburton's views and the Claimant's loan performance, but also because there were already at least two other players occupying his potential position within the First-Team squad who were considered by Mr Warburton to be significantly better than the Claimant, and because any new manager who replaced Mr Warburton would not have had much opportunity of seeing the Claimant play. We acknowledge that there remained a possibility, albeit a diminishing one, that if the Claimant impressed he may still have an opportunity to progress to the First-Team squad but he was very much in the "last chance saloon". Nevertheless, in evidence the Claimant said that he did not know that his time at QPR was coming to an end.

96. In a letter dated 12 April 2021 from Terry Springett, Club Secretary, (Ms Springett) the Claimant's contract was extended until 30 June 2022. The letter contains what is a standard option provision that QPR had the option to extend his contract until 30 June 2023 by notifying him of its intention to do so by no later than 15 May 2022.

97. In a further letter of 12 April 2021 from Ms Springett to the Claimant she said that upon written confirmation from the Claimant that he is refusing the offer, the Club would allow him to seek registration at another club and would not seek compensation. This would make a permanent transfer to another club easier as QPR would not be entitled to seek compensation. No other club attempted to sign the Claimant at this time and he decided that his best course of action in the circumstances was to sign another one-year contract. The Claimant acknowledges that QPR allowing him to seek registration at another club and not seeking compensation was an indication that he was not at that point expected to make the QPR First-Team, but he thought that if Mr Warburton was sacked or left he would have a better prospect of making the First-Team and so he signed with QPR again.

98. The Claimant was still under 21 in the 2021/22 season, which was significant as under 21 players do not count towards the Club's player quota under the EFL Regulations. Once over 21, they do and so players are not normally offered professional contracts beyond that point unless they are regarded as selectable for the First-Team. QPR therefore says that it was always highly unlikely that the Claimant's contract would be renewed beyond the end of the 2021/22 season.

99. In response to a question from the Judge the Claimant said that he was not aware of the significance of the EFL Regulation that clubs are limited to a 25 man squad but with the proviso that players who are under 21 as at 1 January do not count towards that figure. Mr Ramsey and Mr Ferdinand say that this is common knowledge amongst Academy players who appreciate the significance of either making the First-Team squad, or in effect leaving the Club, once they are no longer under 21 players. The Tribunal considers it unlikely, given his self-evident intelligence, and the substantial time he had been at QPR, that the Claimant would not have been aware of the significance of this. Whilst there had been an occasion when the Club retained a non-First Team player over the age of 21 this was where he had a 10 month injury

absence and was considered to be highly promising. Nevertheless, this was very much an exception.

Mr Anderson's evidence

100. Mr Anderson says that Mr Ramsey was very straight with him and he remembers him saying words to the effect of: "Regardless of whether we extend his current contract, or offer him a new one for the 2021/22 season, "I cannot see us extending the contract for another year beyond the 2021/22 season". Mr Anderson says that he conveyed this message to the Claimant, probably by phone in or about January 2022, in order for them to start contingency planning. He says that he approached every club within reason to promote the Claimant and show them his videos. He says that you would need to have been completely blind not to see that the Claimant would have struggled to stay at QPR.

The Claimant's contract with QPR dated 1 May 2021

101. This represents a standard form player contract for all Premier League and English Football League (the EFL) players. It provided for a termination date of 30 June 2022. Clause 14 (IV) provided as follows:

> *The Club shall have the option to extend this Agreement by a period of one year (i.e. until 30 June 2023) by informing the Player of its intention to do so in writing by no later than 15 May 2022 on terms to be agreed.*

The Claimant's first loan to Crawley Town

102. After the Claimant signed the 2021/22 contract, Mr Hall, the under-23 coach at QPR, introduced the Claimant to Crawley Town and he went on a pre-season trial. This was successful and QPR agreed to loan him to Crawley Town for the first half of the season (August 2021 to January 2022).

103. A loan agreement dated 31 August 2021 was entered into between QPR, Crawley Town and the Claimant for the period between 31 August 2021 and 3 January 2022. It did not contain a recall provision. A recall provision is relatively standard in loan contracts and provides for the possibility of the parent club recalling the player should it wish, for example, if they suffered injuries in the loanee's playing position. During the loan QPR would not demand any salary reimbursement from Crawley Town. This is unusual and was said to be done, and we accept, for the Claimant's benefit and we consider to be indicative of the Claimant being unlikely to have a realistic future opportunity at QPR.

104. Crawley Town's website announced on 31 August 2021 that the Claimant had joined on loan and included a statement from Mr Yems as follows:

> *"Amrit comes highly recommended from QPR, we thank them for their assistance in the move, he's a good young addition to the squad and I'm sure he'll do well here."*

The Claimant's performance during the first loan

105. The Claimant was an unused substitute for 6 League 2 matches between 4 September and 2 October 2021. He made his debut in the 4-0 defeat at home to Leyton Orient in the Vertu EFL Trophy on 5 October 2021. It is acknowledged that sides will use the competition to give squad players who have not been playing regularly in the First-Team the opportunity for game time. Whilst competition rules provide for a minimum of 4 First-Team players who played in the previous league game to be included there will nevertheless typically be multiple changes. Attendances are typically very low and substantially below those for League games. The Claimant was presented with the man of the match but Crawley Town say that in the circumstances of a 4-0 defeat the award was somewhat hollow.

106. The Claimant made his League debut for Crawley Town, and indeed his professional League debut in England, in the 1-0 victory away to Rochdale on 9 October 2021. He was substituted after 60 minutes. Mr Murray, who attended the game, said that the Claimant played well.

107. The Claimant was an unused substitute for the following 2 League games. He then started in the 2-1 defeat at Scunthorpe United on 23 October 2021 and was substituted after 60 minutes.

108. He was not on the bench for the following game. He then appeared as a substitute for the last 5 minutes in the 1-0 defeat at home to Tranmere Rovers in the FA Cup 1st round on 6 November 2021.

109. The Claimant started in the 4-0 home defeat to Southampton under 21s in the EFL Trophy on 9 November 2021. Mr Ramsey attended.

110. He was an unused substitute for the following 3 league games. He came on for the last 16 minutes of the 1-1 draw at Walsall on 7 December 2021.

111. He was an unused substitute for the following game. He came on for the final 6 minutes in Crawley Town's 3-1 win against Colchester United on 1 January 2022.

112. In his witness statement Mr Konyar was very critical of the Claimant's footballing performance. He said that he did not consider that he had the level required to succeed at League Two then or in the future. He said that in his seven appearances for the club that the Claimant had failed to register a goal or an assist, which are two fundamentals for someone playing in his position.

113. In January 2022 the Claimant returned to QPR but Mr Warburton was still manager so he realised that First-Team football was unlikely. Mr Anderson told him that Mr Yems was interested in offering him a permanent contract, and the possibility of a permanent transfer to Crawley Town was discussed with QPR, but in the end no offer was made, and the Claimant was again

loaned by QPR to Crawley Town on 31 January 2022 for the second half of the season. The circumstances of a permanent transfer not taking place are not clear but it is potentially relevant that the Club was subject to an acquisition at this time albeit there appear to have been other players recruited during the January 2022 transfer window.

Settlement negotiations with the Claimant

Email from Ms Springett to Mr Ramsay of 4 January 2022

114. Ms Springett said that Crawley Town was asking to extend the Claimant's loan until the end of the season. She said that the Club should consider the following:

- We are getting no salary reimbursement from them.
- His contract with us expires on 30 June 2022 but he has a one-year option.
- Next season he is an over 21 player so will affect the First-Team squad.
- If he's not going to be considered part of the First-Team squad next season (or indeed this season) the loan is surely not a "development" one from our perspective.
- The cost to us to keep him until June 22 is £600 per week £18,200 (including July severance) plus employer's National Insurance.

Are we better off agreeing a settlement with him and releasing him?

Email from Mr Springett to Claire James, Club Secretary at Crawley Town of 5 January 2022

115. Ms Springett said that she believed that Mr Ramsey was going to speak to someone at Crawley Town regarding the possibility of their taking the Claimant permanently.

Email from Mr Ramsey to Ms Springett of 8 January 2022

116. Mr Ramsey replied to Ms Springett on 8 January 2022 to say that he had spoken to the Claimant and that he was happy to agree a settlement and was keen to sort it out that week so he can move on. The Claimant said in evidence that he did not tell QPR that he wanted to leave but rather they told him that a permanent transfer to Crawley Town was a good opportunity.

117. Mr Ramsey says that the Claimant was extremely keen to move permanently to Crawley Town. He goes as far as to say that he was desperate to get out of QPR because he knew that he would not be retained.

QPR's offer to terminate the Claimant's registration dated 11 January 2022

118. A termination date of 12 January 2022 was proposed with the Claimant receiving a compensation payment of £12,000 to be paid on 31 January 2022. This would have resulted in the Claimant becoming a free agent and being

able to sign for another club with no transfer fee payable to QPR. The proposed compensation of £12,000 was below the remuneration the Claimant would have been entitled to receive for the remainder of his contract.

No permanent transfer to Crawley Town

119. Contrary to the parties' initial expectations, for reasons which are not entirely clear, there was no permanent transfer of the Claimant to Crawley Town during the January 2022 transfer window. Whilst there was reference to a takeover of Crawley Town at this time it would not appear that that necessarily precluded transfers as we heard evidence that other players had been recruited at this time, albeit it is not clear whether they were on permanent or loan transfers, and thereby increased the squad size and consequentially diminished the prospects of the Claimant being selected for the First-Team. We consider that the evidence is consistent with the Claimant being keen on a permanent transfer to Crawley Town at this stage.

Mr Anderson's evidence

120. Mr Anderson refers to a conversation with Mr Ramsey in January 2022 regarding extending the loan or a possible permanent transfer to Crawley Town, and Mr Ramsey telling him that considering the Claimant's age, and that he was not getting into QPR's First-Team, QPR were not going to extend his contract. Mr Anderson says that unless "something magic" happened, everyone knew the Claimant would be released at the end of the 2021/22 season. He therefore says that QPR's decision to release him did not come as a surprise to him and nor should it have come as a shock to the Claimant.

Mr Ramsey's evidence

121. Mr Ramsey says that the fact that the Claimant would not be retained at QPR was something he discussed with the Claimant explicitly in a number of their phone calls whilst he was on the second loan at Crawley Town. He says that these conversations were in the context of discussing his future career plans and his development as a player. Mr Ramsey says that he would regularly call all Academy players out on loan, along with the coaching and technical staff at the loanee club, to check in on how they are getting on.

122. The Claimant accepts that Mr Ramsey called him four times in January, four times in March and three times in April 2022 prior to the news about Mr Yems breaking.

The Claimant's second loan to Crawley Town

123. A further loan agreement, on the same terms as that above, was entered for the period 31 January 2022 to 15 June 2022.

124. Mr Yems said that he brought the Claimant back because he promised that he would because he was going to get released by QPR.

125. The Claimant did not appear either in the starting 11 or on the bench for any of the games during the second loan.

Mr Yems' assessment of the Claimant's footballing performance during the loans

126. Mr Yems described the loans as having been "successful". We consider this surprising given that the Claimant's total match time, to include his participation in 2 EFL Trophy games, was only 305 minutes. Whilst it is true that he made his professional debut in the English Leagues he did not appear at all after his return on the second loan commencing 31 January 2022. Further, in response to a question from Mr Wallace the Claimant accepted that he was in the "bomb squad" for much of the second loan.

127. We understand that Crawley Town signed a number of players, to include those performing in a similar position to the Claimant, during the January 2022 transfer window. Further, it would appear that Crawley Town had a very large squad of between 40-48 players. We consider it surprising that Mr Yems was unaware, as he told us in response to a question from the Judge, as to whether a 25 man squad cap applied in League 2.

128. Given the very large size of the squad it would appear to have been inevitable that there would be a significant number of players not having any realistic prospect of being included in the First-Team match day squad and this may have contributed to some of these players feeling increasingly marginalised and disillusioned.

Alleged racist abuse of the Claimant by Mr Yems

129. The Claimant alleges that on his return to Crawley Town what he describes as the abuse by Mr Yems got worse and began to affect his mental health. It got to the point where on his evidence he feigned illness in order to avoid training with Mr Yems.

The Claimant's specific allegations of racist abuse against Mr Yems

Allegations pertaining to the first loan

At the beginning of the 2021/22 season, in the dressing room, Mr Yems saying that "all black women are aggressive"

130. The Claimant said that he overheard Mr Yems' comment made in the presence of Mark Marshall (Mr Marshall) and another player who was apparently Joel Lynch (Mr Lynch). Mr Marshall is black and we understand that Mr Lynch is black or mixed race.

131. Mr Yems acknowledges making this comment but says that it was in effect a jocular "winding up" of Mr Marshall, who he described as something of a barrack room lawyer, by Mr Lynch with him in effect as the intermediary in their "banter".

In September 2021 Mr Yems taking food the Claimant had brought into the canteen and saying something like "what curry have you got?"

132. Crawley Town provide the players with a free lunch after training. Mr Yems and Mr Murray acknowledged that the quality was relatively modest. A minority of the players brought in their own lunches. The Claimant typically purchased a curry from Marks & Spencer. He says that this appeared to upset Mr Yems who would always make a thing of it. The Claimant says Mr Yems would come up to him and take his plate and lift it up and say in a loud voice so the whole canteen could hear: "What curry have you got?"

133. Mr Yems accepts that he made the comments regarding the Claimant's curry. He denies that there was anything offensive about it and in effect was just making conversation. Further, he had a perception that in purchasing "expensive" curries from M&S that the Claimant was appearing superior to the other Crawley Town players with his "higher" Championship salary and Mr Yems was in effect trying to bring him down a peg or two.

134. The Claimant said that he stopped bringing in curries after about a month so by the end of October 2021. However, we did not have clear evidence on this and the Claimant's case is that Mr Yems continued to refer to his liking for curry up to the "curry pizza" incident on 19 March 2022. Mr Yems denies doing so in evidence.

Shortly before Christmas 2021, when the players and Mr Yems had to walk out in front of a green screen Mr Yems placing a cloth over his head and saying "Allah, Allah"

135. It is acknowledged that filming takes place by Sky Sports of goalscoring celebrations to be used in its coverage. Mr Yems says that this would be pre-season. He says that there is no record of any such filming taking place in December 2021. When Mr Wallace asked the Claimant whether this would have been close to the beginning of the season the Claimant said that it was for the Club's new screen that was being put up just before Christmas.

136. The Claimant says that in the presence of Lee Bradbury, Assistant Manager, (Mr Bradbury) and the media team that Mr Yems put a sheet over his head and started to say "Allah, Allah". In evidence the Claimant mentioned that Lewis Young, the Coach, was there but in the transcript of the interview with the FA Disciplinary Commission he said that he did not fully remember who was there. Further, he said that he had run in get his GPS. This is arguably inconsistent with paragraph 55 of his witness statement where he said that he was getting his stuff ready before going out on the pitch to train.

137. The Claimant perceived Mr Yems to be playing at being a Muslim terrorist.

138. Mr Yems denies that any such incident took place.

in relation to the above allegation did Mr Yems perceive the Claimant to be a Muslim?

139. Mr Yems denies ever perceiving the Claimant to be a Muslim. He told us in evidence that he thought with an Irish mother, and his having played for the Northern Ireland under 21s, the Claimant was Catholic. Further, he says that the Club had a very high proportion of Muslim players (he refers to 15 but we have seen no evidence of this) and that Erdem Konyar, Former Technical Director and Director of Football at Crawley Town, was Turkish and Muslim and the Club had Turkish owners.

Allegations pertaining to the second loan

140. At paragraph 65 in his witness statement the Claimant said, without specifying dates, that during the second loan:

> *"Racist comments directed at me were now occurring daily." It got to the point where I was avoiding eye contact with Mr Yems, staying late on the pitch so that I would be late for lunch doing anything I could to avoid him."*

At some point during the second half of the season, did Mr Yems say to Henry Burnett, a white player at Crawley Town, in the presence of others, referring to the Claimant, "I wouldn't take anything off that curry muncher"?

141. The Claimant said he believed it to be before 19 March 2022, and probably in early March, he refers to an incident in which he contends Mr Yems referred to him as a "curry muncher". He says that this took place in the training ground canteen when he was talking with Mr Burnett and Mr Yems said: "I wouldn't take anything off that curry muncher" in a loud voice. He says that this was in the presence of fellow players, Mustafa Hussein, Rafiq Khaleel and Symon Kowalczyk. In evidence he also claimed that the incident was witnessed by Florian Kastrati.

142. At paragraph 67 of his witness statement the Claimant says that he believes Mr Yems was trying to form a stronger bond with Mr Burnett using him as a foil. The subtext being:

- "I'm white, you're [Henry] white and he [me] isn't.
- He's [me] a "curry muncher".
- Don't trust him to give you anything.
- I [Mr Yems] wouldn't, because he's a "curry muncher" [i.e. Indian].

143. Mr Yems denies making any such comment.

Mr Hussein's evidence

144. Mr Mustafa Hussein gave evidence pursuant to a witness order applied for on behalf of the Claimant. He was referred to a short statement he provided to the Claimant's lawyers in June 2023. This included:

During lunch after training I was sitting with Amrit eating and having a chat. The manager walked by the table. He made a comment aimed at Amrit saying "you curry muncher". He walked off thinking it was funny. We looked at each other in shock. We were thinking why would he make this random comment. I could tell that this upset Amrit.

145. Mr Hussein, in response to a question from the Judge, said that he was not aware of any other instances of discriminatory conduct by Mr Yems whether pertaining to the Claimant or any other player at the Club. We considered that he had attended the Tribunal reluctantly, given the requirement for a witness order compelling his attendance, and did not wish to engage in any discussion, beyond confirming his very short June 2023 statement. He could not even put an approximate date on the "curry muncher" allegation.

Mr Adebowale's evidence

146. There are inconsistencies between Mr Adebowale's evidence and that of the Claimant. First, was he there? He said he was there when the Judge asked and also in FA transcript (HB 347) 'I was there, literally...' and (HB 206): 'I have been there on a number of occasions when the gaffer has called players from Indian descent 'curry munchers'. However, he is not mentioned by the Claimant as being there. When the Judge asked him why he was not mentioned by the Claimant, he said he may not have been involved in the conversation but could have heard it.

Mr Alliston's evidence

147. Mr Alliston says that he heard Mr Yems referred to the Claimant as a "curry muncher". However, it is unclear as to whether he was referring to this specific incident.

On 15 March 2022, in the changing rooms at Exeter FC, did Mr Yems sing in an Indian accent and say to the Claimant: "Oh, do you sing in Pakistani", and laughed when the Claimant said he was from India?

148. The Claimant originally said that he was in the shower. This reflected his position during the FA Disciplinary Commission interview (HB 451 and 543). However, his Particulars of Claim were amended to correct what was referred to as an error by his lawyers. There was also a dispute as to the timing of this alleged incident given that Mr Murray says that it would be a ridiculous for Mr Yems and the substitutes to still be in the dressing room when the game had already started.

149. It is relevant that in the transcript of his interview with the FA Disciplinary Commission on 21 April 2021 that Mr Adebowale gave a slightly different version of this incident. He alleges that Mr Yems said: "Amrit, do you think I would win Pakistani's next best singer?"

150. The Claimant said that Mr Adebowale and Marcus, the Kit Man, were present (HB 187). In his FA Disciplinary Commission interview (HB 451) he said that Mr Marshall and Taylor (full name and position not specified) were there.

151. Mr Hussein did not refer to this at all in either his FA statement or his witness statement. The Claimant said he was there (HB at 186 and 451).

152. Mr Yems denies this allegation.

On 19 March 2022, when the Claimant was eating pizza, did Mr Yems say to him "you must be pissed off there's no curry pizza?"

153. This incident took place in the dressing room after the 3-1 victory against Swindon Town on 19 March 2022. Mr Murray and Mr Yems referred to a euphoric atmosphere in the dressing room after the victory which included a last-minute goal. Mr Yems acknowledges making the remark having initially had no recollection, after being told by Mr Marshall that it did happen. The Club has a sponsorship arrangement with Dominos Pizzas who provide post-match pizzas for the squad. He says that the Claimant was looking miserable and his comment was intended to lighten his mood and had no malice. He says that it had nothing to do with the Claimant's ethnicity. In respect of the Claimant's prevailing mood at this time it is also potentially relevant to record that he was experiencing difficulties with potential hostility emanating from his partner's former boyfriend.

154. The Claimant says that Mr Yems' remark was overheard by the whole of the First-Team in the changing room at the time and by Mr Allilston, which he could not recall.

155. The Claimant said he told Mr Adebowale about the incident in the car on the way home who told him that he should make a note of it on his phone. This would appear inconsistent with Mr Adebowale's witness statement in which he says that he witnessed the incident and that it was the one that he could recall the most. Further, in the same paragraph 8 of his witness statement he refers to having witnessed numerous racial comments aimed at Amrit "over the years". This is clearly inconsistent with the duration of the Claimant's loans to Crawley Town and further Mr Adebowale was away from the Club on loan at Havant & Waterlooville for approximately 4 of the 7 months of those loans albeit that he would occasionally return to the Club for training, physiotherapy and treatment. We understand that Mr Adebowale's loan to Havant & Waterlooville had a scheduled duration between September 2021 and January 2022 but he returned to Crawley Town early as result of injury. He said that Mr Yems did not welcome his presence returning to the Club for treatment or on the early expiry of the loan.

In relation to the above did Mr Yems:

Grab hold of the Claimant's arm and try to make light of the situation?

156. Mr Yems says that any contact was light and did not involve "grabbing" the Claimant's arm.

Tell the Claimant that he would call him later?

157. This is acknowledged by Mr Yems. Mr Yems says that if he called the Claimant it would not have been because he perceived him to be offended by his comments about "curry pizza; rather, it would have been out of concern for the Claimant's welfare, given his personal problems and his obvious unhappiness after the match.

Phone the Claimant the next day and ask him if he had said something which upset him?

158. The Claimant says that Mr Yems was very patronising to him on this call.

If so, was the manner in which he asked trying to joke about the matter?

Did Mr Yems say: "Look, if I'm taking this racist banter too far, just tell me. I'm just trying to build an atmosphere among the boys?"

159. The Claimant says that Mr Yems referred to him as "little Amrit" and asked him if he had done something to upset him and tell me if "I've taken the racist banter too far" and that he was "just trying to build an atmosphere among the boys".

160. Mr Yems says that the conversation concerned the Claimant's personal problems and contract renewal. In the Grounds of Resistance he denies making reference to "racist banter". In evidence, he said he does not recall saying it and when asked if it was something he would say, he answered: "Not really because I did not think it was racist. May have apologised".

National media coverage and the suspension of Mr Yems by Crawley Town

161. Other Crawley Town players made allegations of race discrimination against Mr Yems, which were leaked to the Daily Mail reported in an exclusive article on 22 April 2022, and then in the media more generally. Mr Yems was suspended by Crawley Town on 23 April 2022, pending an investigation by the FA.

The Daily Mail's reports of alleged racism at Crawley Town

162. The Claimant denies that he was the source of reports to the Daily Mail. Mr Adebowale also denied being the source. Mr Yems believes that WAGMI United, Crawley Town's new American owners, may have been responsible.

163. In the Daily Mail on 3 May 2022 Crawley Town described the allegations as "serious and credible".

164. In the Daily Mail on 4 May 2022 1 Crawley Town player, who did not wish to be named, said:

> *"He called us terrorists, suicide bombers, curry munchers. He also called 1 of the players a Zulu warrior. It's been going on since 2021-21 in the changing room, during training. No one challenged him on it as he's the gaffer and we didn't feel we could."*
>
> Mr Adebowale denied being the player in question.

165. In the Daily Mail on 9 May 2022 reference was made to the Club having conducted its own investigation, and having concluded there was sufficient evidence of wrongdoing to dismiss Mr Yems. Mr Yems denies that any such investigation took place and the Tribunal has seen no evidence of it.

Mr Yems told to go home by Crawley Town

166. Mr Yems had travelled with the team on Friday, 22 April 2022 for an away match with the Mansfield Town. Mr Yems says that at 1:20 AM on 23 April 2022 he received a phone call from the Club's new American owners in which he was told: "John, pack your fucking shit up and fuck off. You're gone".

Mr Ramsey speaks with Mr Yems

167. Mr Ramsey recollects a call from Mr Yems following the allegations entering the public domain on 22 April 2022 during which Mr Yems asked him if he knew who had reported the allegations to the FA. Mr Yems said he did not know who had reported him but thought it might have been the Claimant. Mr Ramsey replied saying he did not know if the Claimant had reported him and that the Claimant had never suggested to him that he had been a victim of or witnessed racism at Crawley Town.

On 23 April 2022 did Mr Yems call the Claimant several times on his mobile phone?

168. The Claimant says that he received several calls from Mr Yems but he did not answer them because he feared that he would have a go at him for complaining to the FA.

169. The calls we were taken to were actually on 10 and 14 May (HB 1649 and 1652). In the Claimant's closing submissions (p39) Mr Buchan said that Mr Yem's call log shows numerous calls for 23 April 2022 and 'it is highly likely' he phoned the Claimant but the records were heavily redacted and the Claimant's number is not shown (we don't have the Claimant's incoming call log). In evidence, Mr Yems said he called 'maybe to discuss his contract'. In his ET3 (HB 121) he admitted that he did call the Claimant several times on or shortly after 23 April 2022 in order to discuss the Claimant's contract renewal in the light of his suspension and that he did not know or suspect at that time that the Claimant had complained about his conduct whether to the Club, PFA or FA.

Crawley Town's position

170. Crawley Town accepts that with the exception of the alleged "green screen" and "singing in Pakistani" incidents the above events occurred and that they constituted unlawful harassment of the Claimant by Mr Yems. This admission is made subject to the issues concerning jurisdiction. However, the Tribunal is, of course, not bound by this admission and needs to make its own findings on the specific allegations against Mr Yems. The Tribunal perceived that Mr Cunnington was taking a more robust approach as to the reliability of the Claimant's evidence in respect of these allegations in his closing submissions.

QPR's position

171. In response to a question from the Judge Mr Wallace advised that QPR is neutral in respect of the Claimant's allegations against Mr Yems.

Mr Yems' evidence

172. Throughout the hearing Mr Yems, and on his behalf Mr Murray, vociferously disputed the unadmitted allegations against him and the findings of the FA Disciplinary Commission. It is important to emphasise that the Tribunal does not involve a rehearing of the evidence heard by the FA Disciplinary Commission and it is only the specific allegations made by the Claimant, and included in the list of issues, upon which the Tribunal needs to make findings. That is not to say that we disregard entirely allegations from other players which were the subject of the FA Disciplinary Commission, but rather that these form background matters which we may take into account, but are not matters upon which we will make findings. Therefore any expectation that Mr Yems may have that our determinations in this case will clear his name in respect of the totality of the allegations upon which the FA Disciplinary Commission reached its decision is misconceived.

173. Mr Yems repeatedly asserted that the allegations were from a group of disaffected players who had ulterior motivations to damage his name and/or extract compensation from the Club. He considers that Mr Adebowale was the ring leader. He says that Mr German and Mr Hussein were aggrieved as result of their suspension, following an incident on 21 September 2021, and ultimate departures from the Club.

174. Mr Yems acknowledges that he may occasionally use "Cockney rhyming slang". For example, he acknowledged at 1545 on 11 February 2026 that he may have used the term "Joe Daki" which the Tribunal understands is highly pejorative Cockney rhyming slang for someone of Pakistani origin. Mr Yems also said that Mr Nick Tsaroulla, a Greek player with Crawley Town, was referred to as "bubble and squeak" (sometimes shortened to "bubble"). Mr Yems said that this was common usage at the Club, was done without malice and in his opinion not regarded as offensive by Mr Tsaroulla.

175. It is self-evident that such terminology is potentially abusive but nevertheless is not directly relevant to the allegations made by the Claimant against Mr Yems.

176. Mr Yems admits, but seeks to place in context, the following incidents:

- His comment that "all black women are aggressive";
- His "no curry pizza" comment to the Claimant on 19 March 2022; and
- His saying Arnold Schwarzenegger but he denies any intentional mispronunciation of "negger".

177. He says that he had strong support within the Club, and from many of the players, when the allegations were first reported on 22 April 2022.

178. It was self-evident during his evidence, and cross-examination by Mr Buchan, that Mr Yems was extremely angry about the whole process and the very significant effect it has had on his employment, reputation, family and his mental health. This resulted in his responses to cross-examination frequently being cantankerous and argumentative. He was also obviously suffering from a heavy cold which would not have helped.

Mr Murray's evidence

179. Mr Murray did not know Mr Yems until joining the Club in 2019. He was the Commercial Director but not a formal statutory director of the Club. He had a significant level of involvement in aspects of the Club's affairs but was not directly involved in playing matters albeit he would frequently attend home and away fixtures.

Mr Alliston's evidence

180. Mr Alliston gave evidence pursuant to a witness order applied for on behalf of the Claimant. As such he did not have a witness statement but was referred to the statement he had given to the FA Disciplinary Commission dated 11 May 2022.

181. As referred to in more detail below whilst the Tribunal has read, considered, and to the extent appropriate taken into account statements given to the FA Disciplinary Commission they do not have the same cogency and probative value of witness evidence before the Tribunal.

182. Mr Murray and Mr Yems made strong assertions that the credibility of his evidence was compromised by him, as a Church Minister, not taking the oath on the Bible. The Tribunal does not, however, take this into account in assessing the credibility of his evidence.

183. Mr Alliston's statement to the FA included:

- It is my opinion that Mr Yems' humour, at best, could be described as outdated, with some of his jokes occasionally making others, including myself, feel uncomfortable.

- On more than one occasion, I witnessed Mr Yems making offensive remarks towards Mr Zaid Al-Hussain, which I consider to be a direct reference to his Muslim faith. This included making jokes with the implication that he is a suicide bomber.

- I also heard Mr Yems make racially offensive comments to, and about, the Claimant. I heard Mr Yems on more than one occasion make jokes towards him about him eating and liking curry, and I also heard him refer to him as a "curry muncher".

184. Overall we considered that Mr Alliston's evidence to the Tribunal was surprisingly vague. He was uncertain whether he had written his statement to the FA and it may have been a transcript of an interview. We also considered it extremely surprising that he was unable to answer the question as to whether he had spoken to the Daily Mail regarding the story of alleged racism concerning Mr Yems which originally broke on 22 April 2022. He said that it was possible that he had spoken with them. Given the media/social media furore which resulted from this report, to include the immediate suspension of Mr Yems, we consider his lack of recollection extremely surprising where the coverage, and its significant consequences, must have been of interest to him as he was engaged by the Club and knew the players, manager, owners and other members of staff.

185. Overall we considered that it to be self-evident that he was a reluctant witness and appeared unwilling to give detailed evidence.

186. Mr Yems and Mr Murray referred to him as a "liar" and that he had previously apologised to Mr Yems in respect of the evidence he had given to the FA.

Call records

187. The trial bundle contained substantial telephone call records to include those pertaining to Mr Ramsey, Mr Yems and the Claimant. The Tribunal was regularly referred to these but we only refer to these on a very selective basis given that they self-evidently show no more than that a call was made by or to a particular individual on a particular date and for a specified duration. It is then a matter of conjecture as to the subject matter of the call.

General level of communication between Mr Ramsey and the Claimant during his loans

188. During his loans Mr Ramsey would periodically contact the Claimant to check on his progress. This comprises 6 calls in September 2021, 3 in October 2021, 4 in November 2021 and 2 in December 2021.

General level of communication between Mr Yems and Mr Ramsey

189. It is acknowledged that they had relatively regular calls which would inevitably have included catching up on the Claimant's performance. Mr Yems said that the Claimant was 1 of 2 players on loan from QPR to Crawley Town.

190. Mr Ramsey recollects receiving a call from Mr Yems in which he mentioned that the Claimant was upset. He told him that this was in relation to the Claimant not being selected to play and being threatened by some sort of gangster (his girlfriend's ex-boyfriend) and this included threatening to shoot him. Mr Ramsey recollects Mr Yems saying that he had a good relationship with the Claimant.

191. [The Tribunal was surprised in response to a question it asked that Mr Ramsey did not regard this as a safeguarding issue and nor is there any evidence that he, or anyone else at QPR, followed up to ascertain the Claimant's well-being and any proactive steps QPR could take on his behalf.]

192. Mr Yems says that the Claimant had said to the club physio: "the gaffer keep saying that I eat a lot of curry". Mr Yems then phoned Mr Ramsey and said: "Chris, has he got a problem, little Amrit?" "I then pick the phone up to Mr Ramsey on the Sunday and discussed it with him".

193. The passages regarding references to curry pertaining to the Claimant by Mr Yems during the FA interview (HB 497/504) and subsequent conversations with the physio following a conversation with the Claimant during treatment when he referred to "the gaffer always talking about curry" and Mr Ramsey are confusing and not ones on which we rely save to the effect that they appear consistent with Mr Yems having a telephone conversation with Mr Ramsey regarding matters raised by the physio and in all probability after the admitted curry pizza incident on 19 March 2022.

194. The transcript included:

> *"But I've heard that [you] said he was a curry muncher' and also referred to a diversity course. Mr Yems also said that Mr Ramsey said he did not think there was anything worth reporting back to Mr Yems and, if he had heard anything, he would have been straight on the phone to him".*

However, there don't seem to have been any phone calls between Mr Yems and Mr Ramsey between March and early April. Mr Ramsey said (paragraph 76 of his witness statement) that possibly during a call Mr Yems he mentioned the Claimant liking curry.

The Claimant's alleged communication with Mr Hall

195. The Claimant says that he told Mr Hall about what was happening in late March/April 2022 and that Mr Hall encouraged a him to speak to Mr Ramsey. QPR denies that the Claimant spoke to Mr Hall about these matters.

Paragraph 84 of the Claimant's witness statement does not include details of exactly what he told Mr Hall. However, in response to a question from Mr Wallace, arising from Tribunal questions, he said that he told him everything to include the specifics of his allegations of racist language used by Mr Yems towards him.

196. The Claimant's call records show that at 1329 on 5 April 2022 he made a 36 minute call to Mr Hall. He had a further 33 minute call with him at 1626 on 4 May 2022.

197. Ms Bansal-McNulty says that the Claimant told his father and her in early April 2022 that he had spoken to Mr Hall, who told him to contact Mr Ramsey, and told them about the racial discrimination he was facing at Crawley Town and that the racist comments directed at him and others at the club were "really bad".

198. Whilst not in her witness statements in cross-examination Ms Bansal-McNulty referred to the Claimant having a 40 minute phone conversation with Mr Hall whilst parked in the drive outside their home.

<u>The Claimant's alleged communication with Mr Ramsey</u>

199. The Claimant said that in a 1½ minute call to Mr Ramsey at 1645 on 5 April 2022 and that he told him: "The racist banter down here is really bad".

200. The Claimant says in his witness statement that he phoned Mr Ramsey but clarified this in cross-examination to say that Mr Ramsey called him. The Claimant says that he said: "The racist banter down here is very bad". He contends that Mr Ramsey responded by saying: "Yes, it's bad down there in the second division. It's old school, it's like that in the lower leagues". This 'brush off' surprised and upset the Claimant as he had expected Mr Ramsey, who is black, to be sympathetic.

201. In the Claimant's interview with Mr Williamson as part of the FA investigation on 10 May 2022 he said:

> *"I told Chris but I didn't tell him everything. I told him, I think the way I phrased it, because Chris and the manager are friends".*

202. Mr Ramsey denies the Claimant's allegation that in March or April 2022 that he phoned him to complain about "racist banter" at Crawley Town. He says that at no point did either the Claimant or anyone else ever make any mention or allegation of racism at Crawley Town and that he had no knowledge of the allegations until they went public on 22 April 2022. He says that he asked Mr Hall approximately 2 years ago about whether the Claimant had made such allegations to Mr Hall and he denied the Claimant having done so.

<u>Communications between the Claimant and Mr Ramsey after the Daily Mail story</u>

203. In the light of the allegations, it is not disputed that Mr Ramsey called the Claimant on 23 and 24 April 2024. QPR asserts that he is not entitled to rely on the call on 24 April 2024 as that is not reflected in the pleadings, and whilst included in his amendment application considered at the commencement of the hearing, was not accepted.

204. Mr Ramsey at para 79 in his witness statement said he rang the Claimant after a call from Mr Yems suggesting that the Claimant had reported him in order to find out if he was involved and if he needed support. The Claimant told the FA Disciplinary Commission (HB 464) that Mr Ramsey was talking about the Crawley contract.

Telephone calls of 23 and 24 April 2022

205. The phone records show that Mr Ramsey phoned the Claimant at 1437 on 23 April 2022 directly after Mr Ramsey's conversation with Mr Yems. The call had a duration of approximately 2 minutes. Mr Ramsey says that he called the Claimant to confirm whether the story was correct and to "ascertain the Claimant's level of involvement", but that the Claimant did not indicate that he was in any way involved or that he had been 'bullied'.

206. Then, after Mr Yems had called Mr Ramsey asserting that the rumour was that the Claimant had complained and that "he had been nothing but friendly" with the Claimant, Mr Ramsey called the Claimant again, on what we understand was 24 April 2022, out of concern for his well-being and that he expressed concern about the 'abuse' the Claimant might have received. The Claimant asserts that during a 2 minute call Mr Ramsey said: "What's going on it wasn't you was it?" He says that this was in reference to the allegations concerning Mr Yems in the previous day's Daily Mail. The Claimant says that Mr Ramsey shouted at him and accused him of reporting Mr Yems to the FA, or leaking the story to the Daily Mail, and telling him that Mr Yems could lose his job and pension over this. Phone records show that Mr Ramsey then phoned Mr Yems after he had spoken with the Claimant. The call records would appear to suggest that the call had a duration of 8 minutes and not 2 as the Claimant contends.

207. Mr Yems' call records show that he made 4 calls to Mr Ramsey on Sunday, 24 April 2022 to include 1 of 31 minutes and 1 of 20 minutes. This was after the Daily Mail exposure and his suspension. Surprisingly he cannot remember the subject of these calls. Mr Yems claims he was calling Mr Ramsey to talk about the "promised" contract for the Claimant as now that he was suspended he "wanted to do right by the boy and was worried about him". However, we consider this to be unlikely given the prevailing circumstances and consider it more probable that it would have included discussion as to what, if any, involvement the Claimant had in the allegations against him. In any event given Mr Yems' suspension he would not have been in a position to have offered the Claimant a contract even if he had wished to do so. We consider that it would have been apparent to Mr Yems, given the highly abusive communications to him on the early morning of 23 April 2022 from Mr Cohen, that he was not going to resume active employment.

208. There was a call to the Claimant from Mr Ramsey on 24 April at 14.30 which lasted 8.44 minutes (see HB 1370). Given the timing it is highly likely that it would have included discussion of the allegations contained in the Daily Mail. We assume that this is the call in the list of issues at 4 (a) (ii) and para 96 of the Claimant's witness statement when it is alleged Mr Ramsey asked the Claimant: 'Are you going to speak' and suggested that the Claimant's contract would not be renewed. There also seem to have been 3 calls on 25 April 2022 (HB 1325 and 1783).

Mr Anderson's evidence

209. Mr Anderson vaguely remembered in cross-examination that Mr Shillingford called him on the Claimant's behalf after the 24 April phone call with Mr Ramsey to find out what was going on with his contract and Mr Anderson said he did not know. In response to a question from 1 of non-legal members Mr Anderson said that he knew 100% that the Claimant was not staying and I would have told him that in January 2022.

Ms Bansal McNulty's evidence

210. Whilst not in Ms Bansal-McNulty's witness statements, she refers to overhearing a conversation between the Claimant and Mr Ramsey which was on speaker phone in the Claimant's bedroom. This was after a report of the allegations against Mr Yems on Sky Sports News and overhearing Mr Ramsey say: "Was it you?" and: "That man is going to lose his job and pension".

211. It is relevant to compare this with her witness statement evidence (HB 2219) para 16 (also her later witness statement) when she said:

> *'Amrit informed me that Chris Ramsey accused him of instigating the whole process and reminded him that his contract was coming up for renewal and that John Yems may suffer and lose his job and pension if found to have discriminated against Amrit and the other players'.*

212. She told Mr Wallace that Mr Ramsey's reference to non-renewal of the Claimant's contract had not been reported as a threat by the Claimant.

Mr Ramsey's evidence

213. Mr Ramsey denies the Claimant's allegation that he expressed concern to him about Mr Yems losing his job and pension in a call on 23 or 24 April 2022. He says that he would have called any loanee when the manager at the club to which they have been loaned lost his job.

214. In respect of the 23 April 2022 call Mr Ramsey said that he could not recall what was said but would have asked about the Claimant's welfare. In respect of the 24 April call, he said he may have said something along the lines of that set out in paragraph 96 of the claimant's witness statement (i.e. what's

your plan? Are you going to speak? Your contract is up at the end of the season) but it was not a threat. Mr Ramsey acknowledges (para 80 of his witness statement) mentioning that the Claimant's contract at QPR was coming to an end at the end of the season.

215. The call records show Mr Yems making further calls to Mr Ramsey in May 2022 but all of a very short duration, and whilst it is not possible to say whether he would have picked up, we consider this unlikely given their short duration.

Ms Bansal-McNulty's more general evidence

216. Ms Bansal-McNulty accompanied the Claimant for the entirety of the hearing. Whilst she acknowledges that she does not have any detailed knowledge of football it is self-evident that she had a very close parental relationship with him, taking a close interest in his footballing career. She refers to driving him to training and matches and arranging the family holidays to avoid clashing with the football season.

217. She says that the Claimant never had any issues with his mental health prior to going on loan to Crawley Town. She says that after he returned to Crawley Town on 31 January 2022 that she could soon tell that there were worrying signs as he was no longer as upbeat about his football and training. She says that in March 2022, he told his father and her, that Mr Yems was making racist comments at the club, which were directed at him and other players of colour.

218. She provided details of the impact of the events on the Claimant's mental health but they are not relevant to for this hearing.

Mr Shillingford's evidence

219. The Claimant's amendment application concerning the evidence given by Mr Shillingford during a conference with the Claimant's lawyers on 31 October 2025 and confirmed on 17 November 2025 is relevant.

220. An unusual situation in this case is that as a result of QPR's successful application for the waiver of privilege in respect of Mr Shillingford's meetings with the Claimant's lawyers on 31 October 2025 and 17 November 2025, and resultant application for specific disclosure for documentation relating to such meetings, that the Tribunal has the benefit of a digital transcription of the 31 October 2025 meeting.

221. Mr Wallace and Mr Cunnington submit that the transcription is consistent with Mr Buchan proffering events and Mr Shillingford being led by him. Mr Wallace contends that Mr Shillingford's evidence was procured in a manner which was wholly inappropriate, such that his evidence is thoroughly undermined.

222. We consider that there is justification in this assertion. The transcription is consistent with Mr Buchan proffering detailed assertions and Mr Shillingford

acquiescing with little or no narrative comment. Mr Buchan then suggested preparing a draft witness statement for his consideration. We consider that there are certain points which are included in his witness statement with certainty in respect of which during the meeting on 31 October 2025 he had said he could not recall what was said or had not said at all.

223. We were referred extensively to the transcript. It is not necessary for us to refer to it in detail but there are a few examples which we consider go beyond Mr Buchan preparing and finalising a proof of evidence but rather involve his seeking to induce from Mr Shillingford potentially supportive material.

224. On page 15 of the transcript in the entry timed at 21:12 Mr Buchan said: "Have you come across any gossip, if you like, and can you tell us in confidence about Mr Yems".

225. On page 16 in the entry timed at 24:39 Mr Buchan said: Looking at it from Chris's point of view, he's probably thinking, look you know, sometimes you've got to bite the bullet and suffer in order to move on. Do you follow? And I think maybe he was giving him that advice."

226. We consider that the circumstances of the preparation of Mr Shillingford's witness statement were then exacerbated, or at least illustrated, by his uncertainty, and apparent unfamiliarity with some of the relevant issues, when giving evidence. This included his acceptance during Mr Wallace's cross-examination that he had not "properly read" his statement before.

227. Mr Shillingford says that he received a call from Mr Marshall in March/early April 2022 and then phoned the Claimant to find out what was going on. He says that at some stage after that, he spoke to Mr Ramsey. He cannot recall if he rang Mr Ramsey or Mr Ramsey rang him. He says that he told Mr Ramsey that Mr Yems was using racist language. He says that Mr Ramsey was not surprised. He alleges that Mr Ramsay said: "Amrit needs to be made of tougher skin. He needs to grow up. These are the things people say."

228. Mr Ramsey denies any such conversation took place.

229. It is significant that in previous witness statement dated 16 March 2023 and 4 July 2023 he did not make reference to his alleged call with Mr Ramsey and Mr Ramsey saying that the Claimant needed to "toughen up". In fact in his 16 March 2023 statement at paragraph 9 (HB 2362) he states:

> *"When I spoke with Chris Ramsey ('Chris'), the Head of the QPR, for the first time having found out about the racial abuse, he said he had been asked by his mate John Yems ('John') whether it was Amrit who had spoken with the FA and Chris mentioned that it was just tough banter from John.'*

We consider it probable that Mr Shillingford was by this stage referring to a conversation with the Mr Ramsey after the allegations had been reported by the Daily Mail on 22 April 2022.

230. Given that the details of the alleged conversation between Mr Shillingford and Mr Ramsey were not included in Mr Shillingford's witness statements of 16 March 2023 and 4 July 2023, and in circumstances where it is self-evident that Mr Shillingford was led by Mr Buchan during the conference on 31 October 2025, and was then presented with a draft witness statement to reflect the more detailed recollection of events we treat this with considerable caution. We accept that it would generally be very unlikely that a witness' memory would become more detailed a further 2 years after the events in question.

231. We consider it significant that towards the end of his evidence when asked by Mr Murray as to why he was here Mr Shillingford replied by saying "good question". He went on to say that he felt like he had been "stitched up". Whilst he did not clarify what he meant by this we assumed that it related to the circumstances of the preparation of his witness statement dated 18 November 2025.

232. There was no transcript of the following meeting on 17 November 2025 which was attended by the Claimant and his mother.

233. At paragraph 4 of his 18 November 2025 witness statement Mr Shillingford refers to being called by Mr Ramsey but does not specify a date. He says:

> *"Chris realised that John Yems was in big trouble and was keen to know what Amrit was going to do. At that stage, he wasn't trying to defend John Yems so much but was trying to protect himself. We had a small argument and Chris seemed agitated. He said things like "Amrit's trying to do me… He's got it in for me". I recall saying it's not about you, it's about Amrit. He asked if Amrit had complained to the FA. I said that I didn't know what Amrit was going to do. He's not behind the complaint, it's the others".*

234. Mr Shillingford said in oral evidence that he told Mr Anderson about the abuse the claimant was suffering after the tip off by Mark Marshall and that Mr Anderson was surprised at the release of the Claimant (para 5 of his 2025 witness statement).

235. Mr Shillingford accepted in evidence that he was aware as at Jan 2022 that the Claimant had no future at QPR from his conversations with Mr Ramsey and Mr Anderson although you could never be 100% sure. He referred to the manner of the Claimant's release as being a particular surprise

Mr Anderson's evidence

236. Mr Anderson gave evidence pursuant to a witness order obtained on behalf of QPR. Whilst he had a contractual relationship with the Claimant as his agent he does not support his position and says that if he considered he was right or that what he was saying was completely true, he would be giving the statement on his behalf.

237. He said that the Claimant had not told him about the allegations against Mr Yems and if he had he would have acted. He did not hear about the allegations until they appeared in the media on 22 April 2022. He does not remember the Claimant ever saying to him that he had told Mr Ramsey, or anyone else at QPR, about the racism at Crawley Town. He says that he asked Mr Shillingford as to whether the Claimant had told him about the allegations and he said not. Mr Shillingford's position being that he was unaware until tipped off by Mr Marshall.

238. We consider that Mr Anderson was a bit vague on the timing of his knowledge of the allegations against Mr Yems in cross-examination. When asked by Mr Buchan about Mr Shillingford's version (that he told him within a day after he was tipped off by Mr Marshall) he said that he recalled Mr Shillingford rang him at some point. When 1 of the non-legal members asked, he said his memory was hazy and was not sure if he found out before or after the news broke.

239. We consider that Mr Anderson's evidence was surprisingly, and in some respects unnecessarily, pejorative regarding the Claimant. This included his referring to him as being a "little bit of a spoiled brat" and his being "very needy". Mr Anderson partially qualified this by saying his own daughter is also a bit of a "spoiled brat" and that he liked the Claimant. For balance and perspective it should also be stated that Mr Anderson was critical about QPR's coaching.

240. He said that he did not have any ongoing relationship with QPR and nor were any of his players with the club. As such he says, and the Tribunal accepts, that he did not have a vested interest in providing QPR with helpful evidence.

<u>Mr Ramsey's more general evidence</u>

241. For context it is relevant to include Mr Ramsey's acknowledgement of the existence of "banter" within football where at paragraph 73 in his witness statement he commented:

> *"It is a fact of life that football is an industrial, rough and tumble environment in which young men have to grow up quickly, and that means that there is an ingrained culture within football of teasing and joking around with teammates, partly as part of the, camaraderie of the team environment and partly as a bit of a test, especially of new arrivals and younger players, to toughen them up to be capable of facing the much more hostile environment of playing football in front of a paying crowd. I understand "banter" to mean friendly, playful conversation which involves mutually accepted jokes. The sooner the conversation becomes abusive, it ceases to be "banter".*

242. Mr Ramsey says that had he known of the Claimant's allegations of racism he would have supported the Claimant all the way. This would have entailed him following the QPR Protocol (we did not hear any evidence regarding what this Protocol entails) and telling the responsible Safeguarding Officer, his Line

Manager, the CEO and the owners of QPR, and that he would have personally called Crawley Town.

243. He says that it is relatively common for Academy players on loan to lower league clubs to have complaints about the environment, with the facilities and support being inferior to what they are used to at a Championship club, and also on some occasions the "banter" to which they are subject. He says that he has never received any complaints from loanees of racism.

244. He denies that Mr Yems is a personal friend and describes him as a professional acquaintance with whom he would get along when they interacted. This is consistent with Mr Yems' description of their relationship.

245. Mr Ramsey denies that he ever threatened not to renew the Claimant's contract if he continued his involvement with the FA investigation, or that the subsequent failure to renew had anything to do with Mr Yems or any involvement the Claimant had, or was believed to have had, in the allegations against him.

Dr Gervis

Dr Gervis' letter to whom it may concern dated 26 January 2023

246. She said that she was writing in her capacity as a psychologist who had worked with and supported the Claimant over several years. She referred to him having got in contact with her in October 2022. She refers to him describing in detail the abusive and racist behaviour he had experienced from Mr Yems which was psychologically impactful.

Dr Gervis' witness evidence

247. She was employed as a part-time Consultant Sports Psychologist by QPR from 2015 to September 2020.

248. We were told that Dr Gervis had previously spoken with the Claimant's brother, who expressed concern for his mental health, and that she had originally agreed to be a witness for him. She refers to having an hour-long conversation with the Claimant over zoom in October 2022 following his having got in contact with her. This was not a formal therapy session and she was not paid for her services. Therefore the conversation was not protected or covered by formal rules of engagement or confidentiality.

249. She says that the Claimant told her that the first time he told people that he suffered racial abuse whilst at Crawley Town was when he spoke to the PFA (she clarified that she meant the FA) and that he specifically told her that he had not told anyone before that point. This is denied by the Claimant who says that he told her that he had already spoken with Mr Hall and Mr Ramsey.

250. She goes on to say that she can categorically state that the Claimant did not tell her, or even indicate to her in any way, that he had told Mr Ramsey

anything about the racial abuse he was suffering whilst at Crawley Town. She says that he had told her that he had said to Mr Ramsey that he had been having a hard time at Crawley Town and things were difficult. The Claimant disagrees with her recollection and says he told her what he says he told Mr Ramsey i.e. that "the racist banter is very bad".

251. Dr Gervis made a clear distinction between "football banter" and racist abuse. She says that young players frequently experience difficulties dealing with the sometimes less cordial atmosphere when on loan as opposed to the more familiar environment they would have experienced as part of the Academy.

252. She went as far as to say that the Claimant is lying about raising racist banter with Mr Ramsey.

The Claimant contacts Lee Bradbury

253. In April 2022, the Claimant contacted Mr Bradbury, who had been the Assistant Manager at Crawley Town until approximately January 2022, to enquire about the possibility of a permanent transfer to Eastleigh FC where he was the manager. In oral evidence the Claimant said he did not specify whether it was for a loan or a permanent transfer and when pushed said he was looking for a loan. We do not consider his evidence regarding a loan to be creditable as it would have been self-evident to him that a loan would be predicated on him remaining under contract with QPR for the following season. We consider that the Claimant contacting Mr Bradbury, and considering a move to a National League side, was consistent with a realisation by the Claimant that a further contract with QPR was unlikely.

Mr Warburton to leave QPR

254. On 28 April 2022 it was announced that Mr Warburton was to leave QPR and his final day of employment as the Club's manager was 1 June 2022.

QPR does not exercise its option to renew the Claimant's contract

255. QPR did not exercise its option to renew the Claimant's contract by 15 May 2022. The Claimant was (according to Mr Carroll) first included on an internal spreadsheet identifying him for 'release' on 4 May 2022. There was no meeting, conversation or other communication with the Claimant or his agent/intermediary about that decision around this time (save, on the Claimant's evidence, for what Mr Ramsey said in the disputed phone calls on 23/24 April 2022 about his contract ending), but QPR asserts that the Claimant would have known that his contract was not being renewed from the previous discussions about loaning him to Crawley Town, and also from the fact that he did not receive a notice that the option was being exercised. Further, QPR asserts that the Claimant was treated no differently from other players whose contracts were not renewed.

256. In response to a question from Mr Wallace regarding a passage from his FA Disciplinary Commission interview the claimant conceded that his "whole point is the way I was released, not the fact I was released". This would appear to be inconsistent with the pleaded case.

The Claimant's assertion of an implied term that his contract would be renewed absent misconduct or other breach

257. We consider that any such argument, which was not pursued in cross-examination, to be wholly misconceived and completely contrary to the reality of the situation particularly given the Claimant's age and the significance of the EFL Squad List provisions.

QPR's release list announced on 20 May 2022

258. The Club announced on its website that it had exercised its option to extend the contracts of 10 players and that 9 players, including the Claimant, were being released on the expiration of their contracts. The Claimant says that he only became aware of the announcement on the Club's website when Mr Shillingford sent him a screenshot later that day.

The Claimant's comparators

259. The Claimant relies on Mr Sinclair Armstrong and Mr Duke-McKenna as evidential comparators as they had not been involved with the allegations against Mr Yems at Crawley Town. In his closing submissions Mr Wallace said that Mr Buchan failed to put any evidential comparators to QPR's witnesses other than Ilias Chair and Eberechi Eze. QPR explains the decision to retain Mr Armstrong as being because Mr Warburton had selected him for the First-Team and subsequent managers (Mr Beale and Mr Critchley) retained him in the First-Team. Mr Duke-McKenna had played in the First-Team in December 2020 and April 2021 and was a full international player, having played on 8 occasions for Guyana.

Academy Player Exit Strategy Checklist and post departure issues

260. QPR produced an Academy Player Exit Strategy Checklist which provided for two phases. Phase 1 was to have happened by the end of March and included the holding of a decision/contract meeting with player and parents, a period of reflection and three follow-up meetings to discuss wellbeing and next steps. There is no dispute that none of the Phase 1 meetings happened in the Claimant's case. Phase 2 was to be a series of three follow-up phone calls by the end of July, September and second week of December and an invitation to a First-Team alumni event after one year.

261. At the time of the Claimant's release this had been relatively recently introduced. It would appear to be a relatively ad hoc/informal process. It is not clear who completed the document. It included the following:

- On 1 September 2022 a call had been made to the Claimant but he was not very responsive and only gave brief answers.

- In October 2022 Mr Hall met with the Claimant away from the Club to catch-up with him. He was presented with options to play abroad but declined these offers.

262. At paragraph 102 in his witness statement the Claimant says that Nathan Carlyle, Franklin Domi and Kayden Williams-Lowe, other players whose contracts were not being renewed, had meetings with QPR during which they were informed. This is not referred to in the Particulars of Claim. The Tribunal heard no evidence on this and therefore reaches no finding.

263. QPR says that the exit strategy was a newly created document and overseen by a single person HR Department. Further, it asserts that it was not fully followed in relation to any of the players that were released by QPR in the 2021/22 season.

264. QPR says that the Claimant was called by Mr Ramsey and Mr Carroll in July 2022 but did not answer. The Claimant accepts he received a call from Louise Higgins, QPR's Welfare Officer, at some point but he was confused and upset and did not want to speak to her. Mr Patel, the Academy Player Care Officer & Sport Psychologist (Mr Patel) called him on 1 September 2022. A follow-up WhatsApp message was sent but the Claimant did not call back. The Claimant denied having told Mr Patel he was training at this stage, but we note from his WhatsApp exchanges with Mr Fitzroy Simpson, a football agent, that he told him that he was training as well.

265. The Claimant was also in touch with Mr Hall prior to October 2022. On 10 June 2022 he sent the Claimant a WhatsApp message noting that they had not spoken in a while, but that he had put his name forward for a club abroad that could be a good deal for him. The Claimant did not reply for nearly a week. On 16 June, he responded to say that he had not been in touch not because of anything Mr Hall had done but because he had "not been really focusing on football right now and my main priority has been my mental health".

266. In August and September 2022 WhatsApp messages in the bundle between the Claimant and Mr Fitzroy Simpson, show that there was a possibility of him going to play for a US football team, Tulsa FC, but that came to nothing. The Claimant in his witness statement states that Mr Hall texted him in October 2022 "out of the blue" and said he wanted him to see an agent from an American football team. The Claimant accepted that conversations about Tulsa had started in August 2022. It was suggested to the Claimant that he had 'jumped' at this opportunity, but the Claimant denied this saying that Mr Hall had been 'nagging' him to sign a contract, but there was no contract to sign. The Claimant's messages at the time show that he did meet with Mr Simpson on 19 August, but that he then 'back pedalled' after discussion with his family, pushing back a possible date for a trip to Tulsa and writing: "I want to get as fit and strong as I can before I go into a place like Crawley for

example [etc] then by the end of September I'll have an idea about whether or not it might [be] right for me to stay in England or if there's many options out there". A further message from the Claimant on 30 August 2022 indicates that he was training at this point.

267. The Claimant was approached in August 2022 by Mr Steve King, who had been the manager at Dartford FC when the Claimant was on loan, to enquire whether he would be interested in joining him at Gloucester City. The Claimant declined pretending that he had a well-paid job.

The likelihood of Academy players progressing to the First-Team

268. It is common knowledge that the prospects of a 14 year old Academy player progressing to First-Team status are relatively remote. Mr Shillingford estimated the likelihood at approximately 5%. The Claimant and his mother acknowledge that there was a high annual turnover of Academy players with a significant number of the Academy being released on an annual basis. The fact that a player is released from a Championship Academy does not, of course, mean that they do not have significant footballing ability, but rather reflects the high level of competition for a relatively small number of potential First-Team contracts.

QPR's assessment of the Claimant's abilities and prospects as a potential First-Team player

Natural ability and technical football skills

269. It is generally accepted, with the possible exception of Mr Warburton, that the Claimant had significant footballing ability. He had good control, passing ability and spatial awareness. This, in particular, was acknowledged by Mr Ramsey and Mr Hall. In a WhatsApp message, after the Claimant's release by QPR, when he was seeking to secure a contract for him with Tulsa in the US, Mr Hall said that with the exception of Eberechi Eze and Ilias Chair the Claimant was the most talented player he had coached. Mr Buchan asserts that this involved Mr Hall saying that the Claimant was at a level commensurate with them, but that is not consistent with what he actually said, which was that with the exception of Eze and Chair the Claimant was the most talented player he had coached at QPR.

Physicality

270. A recurring theme was that the Claimant's prospects of a successful career as a professional footballer was compromised by his relatively small physique and height of 5 foot 6. There are relatively few professional footballers of 5 foot 6 or under with a few notable exceptions to include the iconic Lionel Messi at 5 foot 5.

271. Ilias Chair, who has played over 250 First-Team matches for QPR, is only 1.58m and therefore shorter than the Claimant at 1.68m.

272. There was some dispute as to whether physicality was of greater importance as you drop down the Professional Leagues. This was asserted by Mr Shillingford but Mr King thought otherwise. The Tribunal makes no finding in this respect. However, it is universally acknowledged, and the Tribunal accepts, that for a player of the Claimant's height and build, you would need exceptional technical qualities to compensate, but in any event a shorter stature would need to be accompanied by relatively high body strength to avoid being knocked off the ball too easily.

273. The Claimant contended that Mr Ramsey discouraged gym work by the Academy players. This is disputed. Mr Ramsey's evidence is that the appropriateness or otherwise of weight training was player dependent and that there is sometimes a danger of a player doing too much.

Mr Warburton's evidence

274. Mr Warburton was the manager of QPR from 10 May 2019 to 2 June 2022.

275. In assessing whether a player would be capable of coping with the demands of the First-Team there are a variety of attributes he would expect a player to satisfy, including:

- a solid technical base;
- physicality (i.e. speed, power and pace in particular); and
- psychological strength.

276. He says that the success rate for Academy players getting into First-Team football is very low.

Mr Warburton's opinion of the Claimant

277. Mr Warburton said the following in relation to the Claimant:

a) He only trained with the First-Team on a handful of occasions. At no point did he consider there to be realistic possibility of him joining the First-Team, based on his performances in training with the First-Team and the reports of his various loans.

b) That as a loanee to lower League/Non-League clubs he would have expected the Claimant to be one of the best players at these clubs. However, he was not a regular starter.

c) That the Claimant was very small in stature and did not have something special to make up for that physical difference and therefore was never going to be good enough to play Championship football and at best, he thought he was a Non-League player.

d) He did not consider that the Claimant had anything to offer to the First-Team and was particularly concerned that he did not have the necessary physicality for Championship football.

e) The Claimant was never even in the conversation to be selected for the First-Team.

278. Mr Warburton says that he asked Mr Ramsey and Mr Hall not to keep sending the Claimant to First-Team training as it was not worthwhile in light of his performances.

Mr Warburton's knowledge of Mr Yems

279. He said that Mr Yems is "an old football guy. He was a Cockney cab driver type, just a football person".

Mr Ferdinand's evidence

280. In paragraph 24 of his witness statement he said:

"When you are physically small, you have to be outstanding in other areas of the game to succeed. The Claimant did not stand out enough for either Manager (Mr McLaren and Mr Warburton) to be interested in him".

281. In paragraph 39 of his witness statement he said:

"The decision not to keep the Claimant at QPR after the end of the 2021/22 season was made sometime shortly before the January 2022 transfer window, although it was clear well before then that he was not going to be taken on."

Mr Anderson's evidence

282. He says that he watched the Claimant in 1 of his games for Crawley Town. This is likely to have been the EFL Trophy 4-0 defeat at home to Leyton Orient on 5 October 2021. He was highly critical of the Claimant's performance saying that he looked like a "10 year-old playing with men" and that he looked "terrible".

The Tribunal's role

283. Mr Wallace asserts, and we agree, that it is not our role to assess the Claimant's footballing ability but rather whether QPR had grounds for believing that he was not First-Team ready.

The Claimant's failure to invoke a grievance under QPR's grievance procedure

284. QPR asserts that the Claimant's failure to invoke a grievance should be taken into account. However, we consider the assertion is contrary to the argument that employment relationships and contracts within the football industry do not have the same degree of formality regarding notice, meetings and procedures as in other industries. We also take into account the perceived power imbalance between a young player and the Club's senior

management which would have acted as a disincentive to the Claimant invoking a formal grievance.

The FA investigation

285. The Claimant was initially unwilling to join those who had complained about Mr Yems to the FA. He wanted to 'block it out' and was concerned about the impact that complaining would have on his career. However, the players who had complained persuaded him to speak to the FA because they felt it would make their case stronger. It is understood that the original complainants were Mr Adebowale, Mr Zaid Al- Hussein, Mr Nathan Ferguson and Mr Ricardo German.

286. After discussion with his family and Mr Shillingford, the Claimant went to a meeting with the FA on 10 May 2022 and gave a statement on 14 June 2022. He was the last of the five players who complained to come forward. He became emotional during this meeting and found it very difficult.

The bundle of documents pertaining to the FA Disciplinary Commission

287. The Claimant's application for a specific disclosure order in respect of the FA Disciplinary Commission bundle was originally refused by EJ Brewer at a Case Management hearing on 21 June 2024. The Claimant successfully appealed against this decision to the EAT and the bundle was disclosed to him by Mr Yems.

288. The FA bundle comprises of 382 pages and is incorporated in the trial bundle for this hearing. It comprises:

- Statements to the PFA from Mr German, Mr Al-Hussaini and Mr Adebowale.

- Statements to the FA of Mr German, Mr Al-Hussaini, Mr Adebowale, Mr Nathan Ferguson, Mr Alliston, the Claimant, Mr James Williamson, Mr Glenn Morris, Mr Joel Lynch, Mr Yems, Mr Dannie Bulman, Mr Dean Lightwood and Mr Konyer.

- Transcripts of interviews with Mr German, Mr Al-Hussaini, Mr Adebowale, Mr Ferguson, the Claimant and Mr Yems.

289. The Tribunal has read the FA bundle. We were referred to various passages within the lengthy transcripts by the representatives. Whilst we consider that the statements and interview transcripts arising from the FA Disciplinary Commission investigation have some relevance we give their contents considerably lower evidential value than in circumstances where witnesses have appeared before us and been cross-examined on their evidence. We consider that considerable caution is required given that the circumstances of the witness statements being produced for the FA Disciplinary Commission are unclear, for example, Mr Alliston believed that his witness statement may have been produced as a transcript following an

interview, and was not necessarily approved by him. The statements are unsigned. From the witnesses giving evidence to the FA Disciplinary Commission only the Claimant, Mr Yems, Mr Adebowale and Mr Alliston gave evidence before us.

290. Mr Murray in his closing submissions said there were many Crawley Town staff members and players who were willing to provide statements but they were not permitted to do so. We have seen no evidence to this effect. Further, we note that the FA Disciplinary Commission bundle contained a number of statements from Crawley Town players and officials which were supportive of Mr Yems.

291. Mr Murray also asserted that it was unfair that in his FA Disciplinary Commission interview It appeared that Mr Alliston was given a list of incidents to comment on. This followed Mr Alliston saying the FA asked him about Mr Yems' comments towards Crawley Town's Greek player, Nick Tsaroulla.

292. The transcripts have derived from long conversational style interviews without the individual's evidence being challenged by cross-examination. A number of witnesses questioned their accuracy and in particular Mr Yems.

293. We consider it relevant to set out paragraphs 38-39 from EJ Brewer's Case Management Order dated 21 June 2024 where he considered the status of the FA Disciplinary Commission's investigation in the context of an application made on behalf of the Claimant for specific disclosure of the FA bundle. This is in the context of the Tribunal being referred to this extract on various occasions. It read as follows:

I accept the basic principle from Conlan v Simms [2006] EWCA Civ 1749 that the findings of one court or tribunal are inadmissible as prima facie evidence of, as it was in that case, the defendant's dishonesty. The Court of Appeal went on to hold that a party found guilty by one court has the right, in another court, to put his accuser to proof of their case. The argument put forward by Mr Buchan in oral submissions amounted to this: because the FA Disciplinary Commission found [1298 – 1321] that the claimant made some of the comments he was alleged to have made (but importantly not all of the comments he was alleged to have made) and describe them as racist, the case of race discrimination in the present case is essentially made out. Thus, the FA Bundle is relevant.

That not only flies in the face of Conlan (above), but it is also in my view a flawed argument. It may appear obvious that if a person says something adJudged to be "racist" that person must also have committed the statutory tort of race discrimination, but there is a significant difference between a finding that language was used which may be described as racist, as the FA Disciplinary Commission did, and findings as to whether they amounted to race discrimination for the purposes of the Equality Act 2010 which requires a wider investigation, findings of fact and the application of the law to those facts than seems to me to be necessary for a disciplinary hearing, where the mere utterance of what is described as racist language would, in my experience lead inevitably to a finding that the accused had committed an act of misconduct.

294. The Tribunal is not involved in a secondary review of the FA Disciplinary Commission's findings.

295. Notwithstanding the above we nevertheless take account of the contents of the FA bundle in assessing the propensity of Mr Yems to make the type of comments alleged by the Claimant. We should, however, emphasise that it is outside the scope of the issues we need to determine to reach findings on allegations made by the other complainants to the FA where these do not involve the specific allegations made by the Claimant against Mr Yems as set out in the list of issues.

Summary of the principal allegations made against Mr Yems by the complainants to the FA

296. To avoid repetition we do not refer to the same allegations where they are referred to by different complainants but include the allegation, as appropriate, from the complainant who was the subject of the alleged discriminatory comment.

The Claimant's FA Disciplinary Commission interview on 10 May 2022

297. In his FA Disciplinary Commission interview on 10 May 2022 the Claimant said that QPR and Mr Ramsey believed that he was leaving for Crawley Town at the end of the season. This included him saying:

"So this whole time Chris thinks, or QPR thinks that I'm going to sign at the end of the year".

And further:

"Just mean, like, just talking to me about a contract, just saying, look, you're out of a contract next year, just speaking about contracts at Crawley, etc, nothing to QPR, just Crawley."

We consider that this represented the Claimant referring to Mr Ramsey's belief that he was going to sign for Crawley Town on a permanent contract and not that he was going to be offered a further contract by QPR.

Mr Al-Hussaini

298. Mr Al-Hussaini provided a short witness statement to the Tribunal but did not attend to give evidence. He is a Muslim from Iraq. It included an allegation that Mr Yems had referred to him as being a terrorist. However, we consider that his witness statement is very generic lacking specificity and dates and absent his attendance carries virtually no probative value.

299. His principal allegations to the FA were that Mr Yems:

- Reprimanded him for having braided hair and saying: “this isn’t Shepherd’s Bush you think you’re a rapper”

- Made constant remarks about him being a suicide bomber to include: “do you sleep next to an AK-47” and “you’re going to blow up the stadium”, and “fuck Allah he doesn’t even exist”.

300. Mr Yems denies these allegations. He contends that Mr Al- Hussaini and Mr German had a grievance against him following their suspension from the Club by Mr Erdem as result of an incident when they laughed at Mr Marshall whilst he was on the pitch and they were sitting in the stand and allegedly said that he “ran like a monkey”.

Mr German

301. His principal allegations to the FA were that Mr Yems:

- Made a remark to him and Mr Ferguson as follows: “do you go fishing” to which they replied “nah” and contends that he replied “why is that because you’d stab all the fish in the pond”.

- After he came back from playing for Grenada Mr Yems said to him “look how dark your skin is since you’ve come back”.

- Came into the “bomb squad” changing room during the 2020/21 season and call David Sesay a “Zulu Warrior”

302. Mr Yems disputes his evidence. He says that there are 3 conflicting versions of the fishing allegation. He says that the allegations are contrived and coordinated by Mr Adebowale.

Mr Ferguson

303. His principal allegations to the FA were that Mr Yems:

- Made reference to “you guys can’t play darts like that, you can only do it like this”. And put his hand over his mouth and blew through it basically.

- Said “then you go back to Peckham for your jerk chicken”. He says that he heard Mr Yems make similar comments to Mr German and Mr Adebowale.

304. Mr Yems denies the allegation pertaining to darts. He accepts making reference to jerk chicken but said this was friendly in the context of Mr Ferguson having previously played for Dulwich Hamlet who apparently had a long existing relationship with a jerk chicken restaurant in the area.

305. Mr Yems says that Mr Ferguson had left the Club by January 2021. He contends that he had a grievance about not receiving an enhanced contract.

Mr Adebowale

306. As Mr Adebowale provided a relatively short 3-page witness statement to the Tribunal and attended to give evidence it would be inappropriate to place any significant reliance on material contained in his much more extensive 37 page FA Disciplinary Commission transcript.

307. His principal allegations to the FA were that Mr Yems:

- Had emphasised the second part of Arnold Schwarzenegger's name so that it appeared that he was saying "nigger"
- Would constantly ask whether he had jerk chicken for dinner the previous night mimicking a Jamaican accent.
- Called black players "Zulu Warriors";
- Referred to black players throwing darts from their mouths.
- Operated what were in effect segregated changing rooms and playing facilities with a disproportionate number of the black and other ethnic minority players being in the inferior changing room and the so-called "bomb squad". This allegation was withdrawn by the FA Disciplinary Commission.

Areas of commonality between the complainants' statements to and interview transcripts with, the FA Disciplinary Commission

308. Areas of apparent commonality included:

- That their initial relationships with Mr Yems were cordial.
- That he is jocular and is in effect either talking football or making a joke.
- That relationships soured and they perceived that they were increasingly becoming the butt of his misconceived humour, which they construed as racist, and they were increasingly marginalised.

309. We consider the above areas of apparent commonality to be consistent with the Claimant's reported experience.

Mr Yems' interview with the FA Disciplinary Commission on 17 May 2022

310. Mr Yems contends that the process was unfair as he did not have the benefit of legal representation and was asked questions by 2 interviewers. He claims that some of the questions put to him were leading. He also disputes the accuracy of the transcript contending that it had been put together to create a misleading impression. As the interview was recorded and digitally transcribed we reject his assertion that there was any conscious manipulation

of the transcript. However, we acknowledge that certain passages of frequently lengthy statements given by Mr Yems may in some instances create a confusing impression with different incidents, at different time periods, being cross referred. It is also relevant that Mr Yems was suffering from considerable, and in the circumstances understandable, stress at this time given his suspension and the very significant media coverage which he says resulted in serious threats against him and his wife. Mr Yems has subsequently been diagnosed as suffering from PTSD.

Mr Yems' statement in reply to the FA Disciplinary Commission charges dated 2 September 2022

311. He accepted that he might be known as an "old school" football manager. He acknowledges being robust and using industrial language. He accepts that he is less concerned about speaking in what he would consider to be a "politically correct" manner than maybe he should have been. He denies ever having intended offence.

312. He alleges that the complainants were all close to each other and/or have an axe to grind as far as he was concerned.

Mr Yems' complaints regarding what he says was the unfairness of the FA Disciplinary Commission process

313. We explained to Mr Yems that the tribunal was not a rehearing of the FA Disciplinary Commission and our role was confined to the determination of the issues before us. It is, however, relevant to record the statement of Mr James Williamson, the FA's Integrity Investigator, dated 29 June 2022 in which he said:

> *On 24 May 2022, I produced a letter addressed to all player staff at Crawley Town, in which they were invited to come forward with any information, relevant to the investigation, that they wish to disclose to the FA. This letter was sent to the players by email to Ahron Cohen.*

Mr Yems' supporting witness statements for the FA Disciplinary Commission Hearing

314. Mr Yems provided supportive witness statements from the following individuals:

- Mr Dannie Bulman, former player and who then worked in the Commercial Department at Crawley Town. He refers to Mr Yems' humour and general character. He denies hearing any remarks by Mr Yems which he would have considered as offensive.

- Mr Dean Lightwood, Goalkeeper Coach. He denies the allegations of racist and otherwise offensive conduct by Mr Yems and says that there was a "happy atmosphere" under him.

- Mr Eddie Mitchell, Managing Director of the Elite Skills Arena.

- Mr Glenn Morris and Mr Joel Lynch, players for Crawley Town. Mr Lynch said that Mr Yems had created one of the happiest dressing rooms he had ever been involved with.

- Mr Konyar who said in relation to the Claimant:

  "Mr Yems wanted him back with us as he felt sorry for him because he was going to be released by QPR and John still felt he had something. Mr Yems even wanted to give a long-term contract. I did not agree with that at all".

  Mr Konyar said that he had only positive things to say about Mr Yems and did not consider him to hold any racist or any other discriminatory beliefs, nor had he witnessed use of such words or actions by him, as is alleged.

The FA Disciplinary Commission Hearing 15-17 November 2022

315. A Disciplinary Commission of the FA was convened between 15 and 17 November 2022 to hear the case against Mr Yems. He was represented by Mr Craig Harris of counsel. The allegation of segregation of players at the club along racial lines was withdrawn by the FA before the hearing.

316. The 15 allegations of Mr Yems speaking in a racist way were brought under rule E3.2 of the Rules of the Football Association. The charges alleged unacceptable language directed on 14 different occasions at 5 players at the Club. There were then 2 further allegations of generically unacceptable language not directed at a particular player.

317. There were 16 charges against Mr Yems, including 15 instances of speaking in a racist way, two of which concerned the Claimant. 11 charges were upheld, including both of those involving the Claimant. The Disciplinary Commission's decision states that all five complainants (including the Claimant) were "impressive witnesses who "came across as pleasant and measured individuals", that "none of them seemed to be exaggerating, let alone telling deliberate falsehoods". The complainants were anonymised by the Disciplinary Commission. The Claimant is "Player 4" as referred to in the decision. The Commission accepted that the Claimant had become so upset about Mr Yems' racist 'banter' that he suffered mentally and feigned illness in order not to return to the Club.

318. The Disciplinary Commission was satisfied that Mr Yems had called the Claimant a "curry muncher". They took account of Mr Alliston's evidence that he overheard this comment.

319. Given that they involve evidential similarities to the allegations raised by the claimant concerning references to his eating curry it is relevant to record the findings made in respect of Mr Yems asking players whether they had eaten jerk chicken the previous evening.

320. At paragraph 56 the Commission accepted the evidence of Player 1 that Mr Yems carried on asking him about eating jerk dinner despite being told that he was African, not Jamaican, and Africans do not eat jerk chicken. The Commission rejected Mr Yems' explanation about a Peckham restaurant renowned for its jerk chicken as being rather contrived.

321. The Commission made a similar finding at paragraph 67 regarding questions from Mr Yems to Player 2 to about jerk chicken. The Commission considered it to be racial stereotyping by Mr Yems despite his being repeatedly told by Player 2 that he came from East London.

322. Although the Disciplinary Commission upheld most of the charges, it did not consider that Mr Yems had been consciously or deliberately racist. It banned him until 1 June 2024. The FA appealed on the basis the sanction was insufficient and the appeal was upheld and Mr Yems' ban increased to 1 June 2026.

323. There is no evidence that anyone at QPR sought to provide the Claimant with advice and support, or check on his well-being, during his participation in the FA Disciplinary Commission investigation nor on the promulgation of its findings.

Mr Yems' interview with Jim White of Talk Sport on 19 January 2023

324. During this interview Mr Yems said: "if anybody needs an apology I think I do". This was in the context of the effect on his wife and family rather than a personal apology per se.

Mr Yems' podcast interview with James English on 9 June 2023

325. Mr Yems said that the players who had given statements to the FA Disciplinary Investigation had "got the ump because they're not getting a contract". He said that someone had leaked it from the FA to the press.

The Law

326. The summary of the law includes extracts from some of the legal authorities referred to by the parties. However, to avoid this judgment becoming excessively long these have been quoted selectively but seeking to incorporate those elements which are germane to the issues this Tribunal has to decide.

Time limit for discrimination claims

327. S123 of the EQA provides:

(1) Proceedings on a complaint within section 120 may not be brought after the end of—

(a) the period of 3 months starting with the date of the act to which the complaint relates, or
(b) such other period as the employment tribunal thinks just and equitable.

(3) (a) conduct extending over a period is to be treated as done at the end of the period;
(b) failure to do something is to be treated as occurring when the person in question decided on it.

(4) In the absence of evidence to the contrary, a person (P) is to be taken to decide on failure to do something—
(a) when P does an act inconsistent with doing it, or
(b) if P does no inconsistent act, on the expiry of the period in which P might reasonably have been expected to do it.

328. Extension of time under s123(3) is the exception rather than the rule Robertson v. Bexley Community Centre [2003] IRLR 434.

Section 33 of the Limitation Act 1980

329. The checklist of factors in s.33 of the Limitation Act 1980 is a useful guide of factors likely to be relevant, but a Tribunal will not make an error of law by failing to consider the matters listed in s.33 provided that no materially relevant consideration is left out of account: Neary v Governing Body of St Albans Girls' School [2010] ICR 473. Section 33 requires the court to take into account all the circumstances of the case, and in particular the factors set out at s.33(3). Those factors which are potentially relevant to the claim are:

(a) the length of, and reasons for, the delay by the claimant;

(b) the extent to which the cogency of the evidence is likely to be affected by the delay;

(c) the promptness with which the claimant acted once he knew of the facts giving rise to the cause of action; and

(d) the steps taken by the claimant to obtain appropriate professional advice once he knew of the possibility of taking action.

330. The Court of Appeal in Southwark London Borough Council v Afolabi 2003 ICR 800, CA, confirmed that, while the checklist in s.33 provides a useful guide for tribunals, it need not be adhered to slavishly.

331. Following Adedeji v University Hospital Birmingham NHS Foundation Trust [2021] EWCA Civ 23 the most important considerations when determining whether to extend time are the length and reasons for delay

332. Merits can form a consideration when extending time, even though there is public interest in airing the complaint due to its nature, per Kumari v Greater Manchester Mental Health NHS Trust [2022] EAT 132.

333. In accordance with Rashad v Chief Constable of Cleveland Police [2026] EAT 1 prejudice is not assessed by merely considering the prejudice occasioned by the delay i.e. the relative prejudice but rather is assessed in real terms: what prejudice to the parties actually experience.

334. The reliability and fallibility of witness memory is a factor which goes to prejudice, per the well-known principles enunciated in Gestrmin SGPS SA v Credit Suisse (UK) Ltd [2013] EWCA 3560 (the Gestmin Principles).

335. Damage to reputation is a factor which goes to prejudice. In Rashad, the reputational damage to the police force could damage important community relationships between the force and the community.

336. Mr Wallace and Mr Cunnington addressed the Tribunal at length on the Gestmin Principles, and their applicability to the evidence in this case, but it is not necessary to include extracts from the Gestmin case and subsequent cases which have considered and applied its principles.

Continuing course of conduct

337. For acts extending over a period, it is relevant to consider whether a discriminatory regime, rule, practice or principle, which had a clear and adverse effect on a complainant, existed. There is a distinction between a continuing state of affairs and a one-off act with ongoing consequences.

338. Guidance was provided in analysing what constitutes conduct extending over a period in Hendricks v. Metropolitan Police Commissioner [2003] IRLR 96 to include per Mummery LJ in the Court of Appeal at paragraph 48:

"The numerous alleged incidents of discrimination are linked to one another and that they are evidence of a continuing discriminatory state of affairs, by the concept of an act extending over a period".

339. The appropriate test for a 'continuing act' is highlighted by Hendricks and demonstrates where the employer is responsible for an 'an ongoing situation or a continuing state of affairs.' In Hendricks a period of 11 years of police service over which the continuous acts of discrimination occurred, as opposed to a series of unconnected or isolated incidents.

340. A relevant factor is whether the same individuals were involved (Aziz v FDA [2010] EWCA Civ 304).

341. Each individual act alleged to form part of the continuing act must actually be discriminatory. If any of those alleged acts are not established on the facts or are found not to be discriminatory, they cannot form part of the continuing act. In South Western Ambulance Service NHS Foundation

Trust v King [2020] IRLR 168, Mrs King had brought a victimisation claim, alleging a series of acts of detriment. The employment tribunal rejected all except one, but nevertheless found that the other alleged acts formed part of a course of conduct extending over a period, meaning that the victimisation claim was in time. The EAT found this to be an error of law. Since the single act of victimisation found to be made out by the tribunal was out of time, the EAT remitted the case for it to determine whether time should be extended on just and equitable grounds. In Lyfar-Cissé v Brighton and Sussex University Hospitals NHS Trust UKEAT/0100/19 the EAT applied this principle again in the context of acts within the primary limitation period which are not relied on by the claimant as being allegedly discriminatory'

Race discrimination and the burden of proof

342. Under s13 (1) of the EQA read with s.9, direct discrimination takes place where a person treats the claimant less favourably because of race than that person treats or would treat others. Under s.23(1), when a comparison is made, there must be no material difference between the circumstances relating to each case.

343. In many direct discrimination cases, it is appropriate for a tribunal to consider, first, whether the claimant received less favourable treatment than the appropriate comparator and then, secondly, whether the less favourable treatment was because of race. However, in some cases, for example, where there is only a hypothetical comparator, these questions cannot be answered without first considering the 'reason why' the claimant was treated as he was.

344. Under s136, if there are facts from which a tribunal could decide, in the absence of any other explanation, that a person has contravened the provision concerned, the tribunal must hold that the contravention occurred, unless A can show that he or she did not contravene the provision.

345. Guidelines on the burden of proof were set out by the Court of Appeal in Igen Ltd v Wong [2005] EWCA Civ 142; [2005] IRLR 258. The tribunal can take into account the respondent's explanation for the alleged discrimination in determining whether the claimant has established a prima facie case so as to shift the burden of proof. (Laing v Manchester City Council and others [2006] IRLR 748; Madarassy v Nomura International plc [2007] IRLR 246, CA). The Court of Appeal in Madarassy, a case brought under the then Sex Discrimination Act 1975, held that the burden of proof does not shift to the employer simply on the claimant establishing a difference in status (e.g., sex) and a difference in treatment. LJ Mummery stated at paragraph 56:

"Those bare facts only indicate a possibility of discrimination. They are not, without more, sufficient material from which a tribunal 'could conclude' that on the balance of probabilities, the respondent had committed an unlawful act of discrimination."

346. Further, it is important to recognise the limits of the burden of proof provisions. As Lord Hope stated in Hewage v Grampian Health Board [2012] IRLR870.

"They will require careful attention where there is room for doubt as to the facts necessary to establish discrimination. But they have nothing to offer where the tribunal is in a position to make positive findings on the evidence one way or the other."

347. The EAT's Judgement in Islington v Ladele [2009] IRLR 154 provides that the key considerations when involving a discrimination complaint are:

- the tribunal should determine the reason why the claimant was treated as he or she was;
- the prohibited grounds should be one of the significant reasons for the treatment, where significant means more than trivial; and
- tribunals will frequently infer discrimination by applying the shifting burden of proof.

348. In direct discrimination and victimisation claim is the tribunal needs to consider, why did the alleged discriminator act as he or she did? And what, consciously or unconsciously, was his or her reason? as per Chief Constable of West Yorkshire Police v Khan [2001] UKHL 48.

349. In Amnesty International v Ahmed [2009] IRLR (EAT) Underhill P provided guidance on the application of the test for "reason" and observed at paragraph 36 and 37:

"The fact that a claimant's sex or race is a part of the circumstances in which the treatment complained of occurred, or of the sequence of events leading up to it, does not necessarily mean that it formed part of the ground, or reason, for that treatment."

Conscious or unconscious thoughts of the alleged discriminator

350. An act may be rendered discriminatory by the mental processes, conscious or nonconscious, of the alleged discriminator: Nagarajan v London Regional Transport [1999] ICR 877, HL. In such cases, the tribunal must ask itself what the reason was for the alleged discriminator's actions. If it is that the complainant possessed the protected characteristic, then direct discrimination is made out. If the reason is the protected characteristic, that answers the question of whether the claimant was treated less favourably than a hypothetical comparator; they are, in effect, two sides of the same coin. per Lord Nicholls:

"In every case…it is necessary to enquire why the claimant received less favourable treatment. This is the crucial question. Was it on grounds of

race? Or was it for some other reason, for instance because the claimant was not so well qualified for the job. Save in obvious cases, answering the crucial question will call for some consideration of the mental processes of the alleged discriminator. Treatment, favourable or unfavourable, is a consequence which follows from a decision."

351. In Shamoon v Chief Constable of the Royal Ulster Constabulary [2003] ICR 337, HL as set out by Lord Nicholls at [11]

"…employment tribunals may sometimes be able to avoid arid and confusing disputes about the identification of the appropriate comparator by concentrating primarily on why the claimant was treated as she was. Was it on the proscribed ground which is the foundation of the application? That will call for an examination of all the facts of the case. Or was it for some other reason? If the latter, the application fails. If the former, there will usually be no difficulty in deciding whether the treatment, afforded to the claimant on the proscribed ground, was less favourable than was or would have been afforded to others."

352. The Tribunal was specifically referred to paragraph 8 in Shamoon by Mr Cunnington. It provides as follows:

"No doubt there are cases where it is convenient and helpful to adopt this two-step approach to what is essentially a single question: did the claimant, on the proscribed ground, receive less favourable treatment than others? But, especially where the identity of the relevant comparator is a matter of dispute, this sequential analysis may give rise to needless problems. Sometimes the less favourable treatment issue cannot be resolved without, at the same time, deciding the reason why issue. The two issues are intertwined".

353. It is permissible for the tribunal to answer the hypothetical comparator question by having regard to how unidentical but not wholly dissimilar cases have been treated: Chief Constable of West Yorkshire v Vento (No.1) [2001] IRLR 124, EAT, per Lindsay J at paragraph 7; approved in Shamoon, per Lord Hutton at paragraph 81.

354. A benign motive is irrelevant when considering direct discrimination: Nagarajan at 884G-885D, per Lord Nicholls. It is irrelevant whether the alleged discriminator thought the reason for the treatment was the protected characteristic, as there may be subconscious motivation: Nagarajan at 885E H:

"I turn to the question of subconscious motivation. All human beings have preconceptions, beliefs, attitudes and prejudices on many subjects. It is part of our make-up. Moreover, we do not always recognise our own prejudices. Many people are unable, or unwilling, to admit even to themselves that actions of theirs may be racially motivated. An employer may genuinely believe that the reason why he rejected an applicant had nothing to do with

the applicant's race. After careful and thorough investigation of a claim members of an employment tribunal may decide that the proper inference to be drawn from the evidence is that, whether the employer realised it at the time or not, race was the reason why he acted as he did. It goes without saying that in order to justify such an inference the tribunal must 1st make findings of primary fact from which the inference may properly be drawn. Conduct of this nature by an employer, when the inference is legitimately drawn, falls squarely within the language of s.1(1)(a). The employer treated the complainant less favourably on racial grounds."

355. The less favourable treatment must be because of a protected characteristic and that requires the tribunal to consider the reason why the claimant was treated less favourably in accordance with the guidance in Nagarajan. The Tribunal needs to consider the conscious or subconscious mental processes which led the respondent to take a particular course of action in respect of the claimant and to consider whether his protected characteristic played a significant part in the treatment: CLFIS (UK) Ltd v Reynolds [2015] EWCA Civ 439.

Drawing of inferences

356. It is not sufficient for to draw an inference of discrimination based on an "intuitive hunch" without findings of primary fact to back it: Chapman and Anor v Simon [1994] IRLR 124.

357. The process of drawing inferences is a demanding task. If a tribunal is to make a finding of discrimination on the basis of inference, per Mummery J in Qureshi v Victoria University of Manchester [2001] ICR 863:

"It is of the greatest importance that the primary facts from which such inference is drawn are set out with clarity by the tribunal in its fact-finding role, so that the validity of the inference can be examined. Either the facts justifying such inference exist or they do not, but only the tribunal can say what those facts are. An intuitive hunch, for example, that there has been unlawful discrimination is insufficient without facts being found to support that conclusion."

358. In determining whether a claimant has established a prima facie case, the tribunal must reach findings as to the primary facts and any circumstantial matters that it considers relevant: Anya v University of Oxford and Anor [2001] IRLR 377 (CA). Having established those facts, the tribunal must decide whether those facts are sufficient to justify an inference that discrimination has taken place.

359. Where there are multiple allegations, the tribunal should consider whether the burden of proof has shifted in relation to each one. It should not take an "across the board approach" when deciding if the burden of proof shifted in respect of all allegations: Essex County Council v Jarrett UKEAT/19/JOJ.

360. The tribunal may cast its net widely to look for facts that are consistent with discrimination and may therefore give rise to a prima facie case. The tribunal may take account of circumstantial evidence, including matters occurring before the alleged discrimination (even those outside the limitation period) and matters occurring afterwards if they are relevant. However, there must be "some nexus between the facts relied on and the discrimination complained of": Wheeler & Anor v Durham County Council [2001] EWCA Civ 844.

361. Din v Carrington Viyella Ltd [1982] ICR 256 is authority for a tribunal being able to take account of matters that took place prior to the discrimination complained of in order to assist it in drawing adverse inferences against a respondent.

Harassment

Claims for both direct discrimination and harassment

362. It is appropriate to consider allegations of harassment first given that the test under S 26 of the EQA of being "related to a relevant protected characteristic" is easier to satisfy than that under S 13 of the EQA for direct discrimination, which requires the conduct to be "because of a protected characteristic".

S 26 definition of harassment

363. Under s26, EQA, a person harasses the claimant if he or she engages in unwanted conduct related to a protected characteristic, and the conduct has the purpose or effect of (i) violating the claimant's dignity, or (ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant. In deciding whether conduct has such an effect, each of the following must be taken into account: (a) the claimant's perception; (b) the other circumstances of the case; and (c) whether it is reasonable for the conduct to have that effect.

Related to a relevant protected characteristic

364. The requirement that the conduct be related to a protected characteristic is different to the requirement in a claim of direct discrimination that the treatment is because of a protected characteristic. The term "related to" is designed to cover all forms of conduct that, properly viewed, has a relationship to the protected characteristic. The issue was considered by HHJ Auerbach in Tees Esk Wear Valleys NHS Foundation Trust v Aslam & Anor [2020] IRLR 495. See paras 20-21 and 25 (emphasis added):

"Some basic points about the architecture of the variation of the definition of harassment found in sub-sections 26(1) and 26(4) are worth restating at the

outset. The conduct must be found to be unwanted; it must be found to relate to the relevant characteristic; and it must have either the proscribed purpose or the proscribed effect, or both. Secondly, the test of whether conduct is related to a protected characteristic is a different test from that of whether conduct is "because of" a protected characteristic, which is the connector used in the definition of direction discrimination found in section 13(1) of the 2010 Act . Put shortly, it is a broader, and, therefore, more easily satisfied test. However, of course, it does have its own limits.

Thirdly, although in many cases, the characteristic relied upon will be possessed by the complainant, this is not a necessary ingredient. The conduct must merely be found (properly) to relate to the characteristic itself . The most obvious example would be a case in which explicit language is used, which is intrinsically and overtly related to the characteristic relied upon. Fourthly, whether or not the conduct is related to the characteristic in question, is a matter for the appreciation of the tribunal, making a finding of fact drawing on all the evidence before it and its other findings of fact. The fact, if fact it be, in the given case that the complainant considers that the conduct related to that characteristic is not determinative.

Nevertheless, there must be still , in any given case, be some feature or features of the factual matrix identified by the tribunal, which properly leads it to the conclusion that the conduct in question is related to the particular characteristic in question , and in the manner alleged by the claim. In every case where it finds that this component of the definition is satisfied, the Tribunal therefore needs to articulate, distinctly and with sufficient clarity, what feature or features of the evidence or facts found, have led it to the conclusion that the conduct is related to the characteristic , as alleged. Section 26 does not bite on conduct which, though it may be unwanted and have the proscribed purpose or effect, is not properly found for some identifiable reason also to have been related to the characteristic relied upon, as alleged, no matter how offensive or otherwise inappropriate the tribunal may consider it to be."

365. Treatment may be "related to" a protected characteristic where it is "because of" the protected characteristic, but there may be other circumstances in which harassment occurs where the harasser was not motivated by the protected characteristic.

366. Protection is provided because the conduct is dictated by a relevant protected characteristic, whether or not the worker has that characteristic themselves. This means that protection against unwanted conduct is provided where the worker does not have the relevant protected characteristic, including where the employer knows that the worker does not have the relevant characteristic. (See Aslam at [21]).

367. Harassment can be committed even if the protected characteristic did not motivate the perpetrator at all: see Carozzi v University of Hertfordshire [2024] EAT 169, [2025] IRLR 179.

368. The first step in the analysis is to determine whether the respondent engaged in "unwanted conduct". This means conduct that was unwelcome or uninvited from the subjective point of view of the claimant: Thomas Sanderson Blinds Ltd v English EAT 0316/10.

369. If the respondent is found to have engaged in unwanted conduct from the perspective of the claimant, the Tribunal must consider whether such conduct was related to a relevant protected characteristic. This is a finding of fact for the tribunal: Tees Esk and Wear Valleys NHS Foundation Trust v Aslam and anor 2020 IRLR 395, EAT.

370. Facts establishing the likelihood of each of the requisite elements of the test must be proved before the burden of proof shifts – and in the course of its assessment of whether this first hurdle is met, the tribunal must consider the context of the alleged harassment. As confirmed in Nazir and another v Asim [2010] ICR 1225 (para 70):

"In our judgment, when a tribunal is considering whether facts have been proved from which it could conclude that harassment was on the grounds of sex or race, it is always relevant, at the first stage, to take into account the context of the conduct which is alleged to have been perpetrated on the grounds of sex or race.

The context may, for example, point strongly towards or strongly against a conclusion that harassment was on the grounds of sex or race. The tribunal should not leave the context out of account at the first stage and consider it only as part of the explanation at the second stage, after the burden of proof has passed".

371. The tribunal must consider all comments and conduct in the relevant context, rather than considering these in isolation: Warby v Wunda Group Plc [2012] 1 WLUK 610.

372. Should the tribunal find that the defendant has engaged in unwanted conduct related to a relevant protected characteristic, it must consider whether the conduct has had the purpose or effect of violating B's dignity or creating the proscribed environment. This is a disjunctive test, requiring only one limb to be met. Either limb will be met if the conduct is designed to, or does in fact, produce the relevant effect.

373. In Richmond Pharmacology Ltd v Dhaliwal [2009] IRLR 336, EAT, where Mr Justice Underhill (as he then was) gave this guidance:

"An employer should not be held liable merely because his conduct has had the effect of producing a proscribed consequence. It should be reasonable that that consequence has occurred. The claimant must have felt, or perceived, her dignity to have been violated or an adverse environment to have been created, but the tribunal is required to consider whether, if the claimant has experienced those feelings or perceptions, it was reasonable for her to do so. Dignity is not necessarily violated by things said or done

which are trivial or transitory, particularly if it should have been clear that any offence was unintended. While it is very important that employers and tribunals are sensitive to the hurt that can be caused by racially offensive comments or conduct (or indeed comments or conduct on other discriminatory grounds) it is also important not to encourage a culture of hypersensitivity or the imposition of legal liability in respect of every unfortunate phrase.'

374. General Municipal and Boilermakers Union v Henderson [2015] IRLR 451 provides that a single incident is unlikely to be sufficient to create an environment sufficient to give rise to an offence of harassment.

375. In line with Betsi Cadwaladr University Health Board v Hughes and Ors EAT 0179/13, mere offence is not sufficient to amount to a violation of dignity. Violation of dignity is a strong term that requires a serious and marked effect or intended effect.

376. This is a mixed subjective and objective test. Per Richmond Pharmacology a claimant must actually feel that their dignity has been violated or a proscribed environment has been created. Where that is the case, the tribunal should then consider whether it was reasonable for the claimant to feel that way.

377. If the claimant is not aware of the conduct complained of until after they contend that the proscribed environment was created, the conduct cannot be found to be harassment: Greasley-Adams v Royal Mail Group Ltd EAT 2023 86.

378. In cases where a series of incidents is alleged to amount to harassment, the tribunal should take a cumulative approach, bearing in mind the totality of the incidents: Reed and anor v Stedman 1999 IRLR 299 EAT.

379. The context in which behaviour occurs can be crucial to understanding its meaning as per Evans v Xactly Corp Ltd [2025] UKEAT/0056/24, 15 August 2018, paragraph 8.

380. QPR referred us to authorities such as MacDonald v A-G for Scotland [2003] UKHL 34 that in circumstances where there have been a failure to protect from a third party, even if observing that party's behaviour, the claim still needs to be grounded on race.

Victimisation

381. Under s27 EQA, it is victimisation for a respondent to subject a claimant to a detriment because she/he had done a protected act. A 'protected act' includes making an allegation (whether or not express) that someone has contravened the EQA.

382. An act is only protected if it relates expressly to a contravention of the EQA; complaints about general unfairness are not protected. The protected act must take place earlier in time than the detrimental treatment complained of: Beneviste v Kingston University EAT 0393/05.

383. Per MOD v Jeremiah [1979] IRLR 436, detriment means "putting under a disadvantage" which is assessed by considering whether "a reasonable worker would or might take the view that the act was in all the circumstances to his or her detriment"

384. In Warburton v Chief Constable of Northamptonshire Police [2022] EAT 42 it was held that "an unjustified sense of grievance would not pass this test."

385. For the test that needs to be applied useful guidance is provided in Shamoon and that an unjustified sense of grievance cannot amount to a detriment. The test to be applied in determining whether a detriment exists is if a reasonable worker would, or might, take the view that the treatment was in the circumstances to his or her detriment. This must be applied by considering the issue from the point of view of the victim. While an unjustified sense of grievance about an alleged discriminatory decision cannot constitute detriment a justified and reasonable sense of grievance about the decision may do so.

386. A detriment cannot be held to be because of a protected act if the person allegedly inflicting the detriment was unaware of the protected act: Scott London Borough of Hillingdon 2001 EWCA Civ 2005,CA.

387. A victimisation claim will be made out where the protected act(s) had a significant influence, meaning a more than trivial influence, upon the decision in question (Igen Ltd (formerly Leeds Careers Guidance) and ors v Wong and other cases [2005] ICR 931). As in relation to protected disclosure claims, it is permissible for the tribunal to draw a distinction between the protected act itself and properly separable feature of the complaint (see Page v NHS Trust Development Authority [2021] ICR 941).

Vicarious liability of employer

Section 109 of the EQA concerns potential liability of employers and principals

388. It provides:

> (1)Anything done by a person (A) in the course of A's employment must be treated as also done by the employer.
>
> (2)Anything done by an agent for a principal, with the authority of the principal, must be treated as also done by the principal.
>
> (3)It does not matter whether that thing is done with the employer's or principal's knowledge or approval.

(4)In proceedings against A's employer (B) in respect of anything alleged to have been done by A in the course of A's employment it is a defence for B to show that B took all reasonable steps to prevent A—

(a)from doing that thing, or

(b)from doing anything of that description

The rule in Browne v Dunn

389. Mr Wallace and Mr Cunnington referred extensively to the principles in Browne v Dunn (1893) 6R 67. The case enunciated a fundamental common law rule of fairness requiring that if a party intends to contradict or impeach a witness's ' testimony, they must put that contradictory evidence to the witness during cross-examination, this allows the witness to explain or justify their evidence, preventing "ambush" tactics.

390. The Tribunal was referred to Griffiths v TUI UK Ltd [2025] AC 374 (SC). This included at paragraph 41:

"The trial Judge's role is normally limited to determining the disputed issues which the parties present based on the evidence which the parties adduce".

391. We were also referred to Blanc de Provence Ltd v Ha [2024) IRLR 184 (EAT) which includes at paragraph 32:

"Where it is asserted that the conduct is said to be related to [sex] because the alleged perpetrator would have treated a man differently (so that the treatment is because of [sex]) that allegation should generally be put fairly and squarely to the alleged perpetrator".

392. Further, QPR referred us to Northamber Plc v Genee World Ltd [2024] EWCA 428, where the Court of Appeal applied Griffiths and emphasised the importance of putting questions to witnesses against whom egregious allegations were made to include those involving discrimination, harassment or victimisation.

Submissions

393. With the exception of Mr Yems the parties provided the Tribunal with written submissions on Monday, 16 February 2026. Mr Yems provided his overnight for 17 February 2026. The parties then had the opportunity to make oral submissions on 17, 18 and 20 February 2026.

Principal contentions contained within the submissions

QPR

394. A 60 page submission was provided together with an appendix summarising relevant law. Mr Wallace and Ms Chaudhuri-Julyan made oral submissions for approximately 4 hours. Principal contentions within QPR's submissions were as follows.

No jurisdiction on the grounds of time

395. That the Tribunal does not have the jurisdiction to consider the complaints on the grounds of their being out of time.

396. That there is no act extending over a period given that:

- the acts/decisions in issue were done by different people; and
- there is nothing connecting the acts.

397. That it would not be just and equitable to extend time. That in accordance with the guidance in Rashad that forensic, not relative, prejudice is the relevant consideration i.e. the Tribunal should not simply be comparing the state of witnesses' memory had the claim been brought in time and comparing it to the state of memory in light of the delay, rather it should consider the state of witness memory as it is and the prejudice that may cause. That assessment would involve a view of whether reliability of evidence is strong or has been weakened by the passage of time, including the difficulty witnesses have in recalling specific details and reputational harm is a relevant consideration.

398. That the Tribunal should not exercise its discretion to extend time on the grounds that it would be just and equitable to do so. That relevant considerations as to prejudice include the way in which the litigation has been conducted and the very significant costs this has resulted in QPR incurring.

399. That the claims against QPR are all prima facie meritless. That the claims are all extremely fact sensitive.

400. That the decision not to renew and/or not to exercise the option to renew is either a positive decision, in which case the decision date is the relevant date as per Parr v MSR Partners LLP [2022] EWCA Civ 24, or an omission. In either case, the "act" occurred prior to 30 June 2022.

401. As the claim was not brought until 14 February 2023 any act which occurred prior to 14 November 2022 would be outside the period permitted by S123 (1) (a) and the Claimant would need to discharge the burden of establishing that the Tribunal should extend its jurisdiction under S123 (1) (b). The period of extension could be very considerable, ranging between 7 and 14 months in excess of the primary 3 month period.

Failure to fully put the Claimant's case

402. It was contended that Mr Buchan had failed to put significant elements of the Claimant's case to the relevant witnesses and that in accordance with the

rule in Browne v Dunn this precluded the Tribunal making findings in the Claimant's favour on these issues. It was contended that no questions had been put to the relevant witnesses on the various issues to include:

- The various acts or omissions which are alleged to amount to direct discrimination, harassment and/or victimisation.

- No reason for doing any of the alleged acts e.g. the Claimant's Indian race or ethnicity, or a belief that he had done a protected act was put to any witness.

- The reason for the various acts or omissions to include:

    - the non-renewal of the claimant's contract;
    - the announcement of the claimant's release; and
    - the exit strategy checklist.

- A failure to assert that Mr Yems' behaviour was related to the Claimant's race.

Putting the Claimant's case contrary to that pleaded

403. It was further argued that Mr Buchan had asked questions on a premise that was diametrically opposed to the Claimant's pleaded case for. For example, when cross-examining Mr Yems, Mr Buchan put that the reason for his not playing the Claimant in the second loan was to save money and/or to ruin the Claimant's statistics.

The Claimant's witness evidence

404. The circumstances of the procurement of Mr Shillingford's witness statement were highlighted. The Tribunal should exercise caution about the way in which the evidence of the Claimant and his witnesses has been conditioned or prepared by his legal representatives. The disclosed transcript of the meeting with Mr Shillingford on 31 October 2025 revealed a questionable approach to the production of witness evidence, with lawyers supplying information to a witness which then became part of his evidence. Further, it was argued that there had been collusion between the Claimant's witnesses.

405. It was asserted that the Claimant had revealed himself to be self-serving, inconsistent, naïve, cynical and irrational in his witness evidence. It was argued that his evidence had changed substantially and always in his favour. Mr Wallace said that the Claimant lied 3 times to include when he admitted to him that he was not telling the truth to the FA about his mental health and saying he felt good and when he perpetuated a falsehood that he was in Ireland in May 2022.

The Claimant's concession during cross-examination

406. That in response to questioning on a passage from his FA interview the Claimant made a significant concession that his "whole point is the way I was released, not the fact I was released".

Direct race discrimination

407. It is submitted that the Claimant has not called any evidence from which an inference of discrimination can be drawn and, therefore, has failed to shift the burden of proof. It is asserted that no evidence has been elicited which shows that the Claimant was treated less favourably than someone of non-Indian heritage.

408. That in Mr Ramsey failing to act on the Claimant's alleged complaint to him there is no evidence that he would have treated a hypothetical comparator any differently.

409. That in not renewing his contract the Claimant has been treated in the same manner as any other player with his statistics, age and the squad cap, and the understanding that he would be transferring to Crawley Town.

410. That to the extent QPR and the Claimant were aware that his contract would not be renewed there can have been no threat by Mr Ramsey, which is not in any event admitted, of the non-renewal of his contract.

Harassment

411. That the "chain of events" pertaining to the allegations against Mr Yems are too far removed to fit within the "related to" test and would effectively amount to vicarious lability for the acts of others.

Victimisation

412. That QPR did not believe that on or before 23 April 2022 that the Claimant had done a protected act by raising a complaint to the PFA or FA. That a mere thought or suspicion that he might complain is not enough.

Mr Yems

413. Mr Yems provided the Tribunal with 5 pages of written submissions. Mr Murray made oral submissions on his behalf. His principal submissions were that:

- The Claimant had been influenced, and possibly pressured, by others whose motivations were not aligned with his best interests.

- WAGMI, who assumed control on 7 April 2023, did not conduct a full investigation or interview him.

- The FA Disciplinary Commission investigation was one-sided and staff at Crawley Town were advised not to provide statements on the basis that doing so might constitute a breach of contract.

- Mr Alliston lied about not speaking to the Daily Mail.

Crawley Town

Jurisdiction

414. That the claims against Mr Yems, and therefore vicariously Crawley Town, are substantially out of time, that there was no continuing course of conduct and the tribunal should not exercise its discretion to extend time on the grounds that it would be just and equitable to do so. Mr Cunnington argues that the acts relied on largely constitute a series of unrelated acts, with the possible exception of those pertaining to curry eating, and that they would be up to 14 months out of time. He says that the alleged acts were not undertaken pursuant to a policy, plan or procedure of which each act was a manifestation.

415. That in considering the possible exercise of its discretion to extend time the Tribunal should take account of the facts:

- that the Claimant and his representatives have behaved unconscionably and litigated unreasonably;

- that the expediency with which a claim is brought is necessary for its proper determination and that the relatively short time period for discrimination claims, as opposed to the 6 year time limit to bring contract claims in the civil courts, is reflective of the importance of prompt determination; and

- that applying the Gestmin Principles that memory of events will have deteriorated, or been reformatted, given the substantial passage of time.

The diffuse pleaded claim

416. That so diffuse has the examination of evidence been by the Claimant that there is an appreciable risk that, without due concentration, the Tribunal will extend its enquiry beyond that which is relevant to this hearing or become distracted as to the specific claims that have been brought. He says that a number of the allegations contained in the Claimant's Particulars of Claim were directly contradicted by representations made by Mr Buchan during the hearing.

A failure to put questions to the relevant witnesses

417. On a number of matters the Claimant has not called evidence and has elected not to put his case to key witnesses and did not challenge certain key aspects of the evidence called by QPR and Mr Yems. That the Claimant

tendered no evidence that he was not selected by Crawley Town during the second loan because of his ethnicity.

Concerns regarding the Claimant's evidence

418. Given the substantial passage of time from the disputed incidents, between 4 years 5 months and 3 years 10 months ago, the Tribunal needs to exercise considerable caution against accepting as evidence assertions by witnesses based on uncorroborated recourse to memory. This is particularly the case given that the evidence relates to very short conversations occurring in March 2022.

419. That the quality of the Claimant's evidence is "troublesome." That serious concerns exist regarding the circumstances of Mr Shillingford's witness statement. He asserts that this includes supplying a witness with information and telling them things that they could not know. He says that there was an attempt to inform, shape and guide the evidence. Further, that the Claimant's lawyers gave Mr Shillingford's witness statement a structure and certainty it did not have. He says that the Claimant's lawyers lost sight of the function of evidence with their desire for the Claimant to achieve a successful outcome impairing their Judgement. He refers to an "orchestrated" attempt to influence Mr Shillingford's evidence. The effect being that Mr Shillingford becomes less of a witness and more a part of team pursuing a cooperative attempt to win the case. He further expressed concern that the Claimant and his mother had attended a meeting where the objective was to finalise Mr Shillingford's witness statement.

420. That issues exist regarding the credibility of the Claimant's evidence. In particular, reference is made to paragraph 37 and 38 of his first witness statement when asked about his whereabouts in May 2022. The Claimant confirmed that he had been prepared to lie when dealing with his employer but asserted that the contents of his witness statement were true as to what he said without drawing a distinction as to the underlying honesty of the answers given to his employer.

421. He argues that the Claimant was either caught in his own lie or that his memory was remiss.

422. He asserts that serious issues exist regarding the credibility of the Claimant's other witnesses.

423. He says that there is discrepant evidence between the Claimant's witnesses.

Direct race discrimination

424. That the Claimant has not named a comparator and given the diffuse nature of the allegations cannot rely on a multi-purpose comparator.

Claimant

425. A 45 page written submission was provided by Mr Buchan followed by a further 16 page submission on the late afternoon of 19 February 2026 which was after he had heard the submissions made on behalf of the Respondents. Mr Buchan had requested, and was granted, additional time to consider and expand on his initial oral submissions and this took place on 19 February.

Jurisdiction

426. That Mr Yems' racial banter constituted conduct extending over a period from September 2021 until his persistent phone calls to the Claimant on 23 April 2022 (as a matter of fact one call was on 24 April 2022).

427. He says that Mr Cunnington's characterisation of the pleaded course of conduct as merely "discrete incidents" is contestable. He says that the Tribunal's focus should be on whether the acts are linked by subject matter and context (racialised "banter"/mockery by the manager within the same workplace relationship), such that it is artificial to slice them into isolated, unrelated events.

428. That the behaviour of QPR constituted conduct/inaction extending over a period from late March until 24 April 2022 and then until the end of the Claimant's contract on 30 June 2022.

429. In oral submissions he sought to rebut the contentions made by Mr Wallace and Mr Cunnington regarding prejudice as a result of delay. He took the Tribunal through the applications made and considered at the case management hearings before EJ Brewer and EJ Grubb. He contends that much of the delay was occasioned as a result of Mr Yems' solicitors refusing to provide voluntary disclosure of the FA bundle and that the hearing before EJ Grubb on 18 April 2024 therefore could not consider the issue. Mr Yems denies that he was in possession of the full FA bundle. It is not necessary to address this issue further.

430. He says that the Claimant has always been anxious for the case to be heard as soon as possible.

The evidence

431. Mr Buchan rejects Mr Yems' contention that there was in effect a "conspiracy" between a number of aggrieved players, with Mr Adebowale being the "ringleader and bully". He questions how these players could have made up such an intricate and complicated series of complaints. They may have had a grudge, who wouldn't after being treated the way they are allegedly were by Mr Yems, but that doesn't mean to say that what they have said isn't true.

432. Mr Buchan conceded formally that QPR were not going to renew the Claimant's final one-year contract but there was always a possibility with a new manager.

433. That Mr Yems dressed up "racist banter" as a joke and used it as a means to "build an atmosphere among the boys" meaning the white players at the expense of the black and Asian players.

434. That the phrase "curry muncher" is a typical putdown of Indian people by racists.

435. That Mr Yems through a slip of the tongue referred to Mr Ramsey as a friend during his oral evidence and immediately sought to retract from it.

436. That Mr Yems' admission/partial admissions, to include the "curry pizza" remark, goes to his credibility.

437. That Mr Yems' advance of an "old-fashioned/banter" narrative constitutes evidence of normalisation and the power imbalance (manager to young loanee) making the conduct particularly oppressive.

Mr Buchan's oral submissions

438. He started his submissions, perhaps understandably, by seeking to rebut what he construed as an attack by Mr Wallace and Mr Cunnington on his integrity.

439. That the Claimant is not asking for the Tribunal to make findings that Mr Yems is "racist".

440. That the motive of the complainants to the PFA/FA is irrelevant unless the Tribunal considers that they are lying. He says that common sense should prevail. He dismisses the suggestion that the complainants are making it all up as fantastical and described Mr Yems as a "Walter Mitty" character and a "fantasist".

441. That Mr Yems is a "forceful" character and this may in part explain why the Claimant would have been reluctant to confront him regarding his "racist" harassment.

442. He described Mr Ferdinand and Mr Ramsey as "heroes" and casts no aspersion on their reputation as trailblazers for black and Asian players.

443. He says that Mr Shillingford is a man of integrity.

444. He refers to the disclosure of the transcript of his meeting with Mr Shillingford on 31 October 2025 as being a very rare occurrence. This is acknowledged by the Tribunal. He says that Mr Wallace and Mr Cunnington are seeking to place an "unacceptable spin on it". He took the Tribunal through that document at length.

445. That when the allegations regarding Mr Yems were reported in the Daily Mail on 22 April 2022 Mr Ramsey did not ring the Claimant to ask whether any of the allegations related to him.

446. That Mr Yems' explanation that he called Mr Ramsey at 17:00 hours on 24 April and spoke to him for 20 minutes to express concern regarding the Claimant's future contract with the Crawley Town and whether it would continue as being "absolute rubbish".

447. That in his submission Mr Ramsey was fixed with knowledge by the Claimant, Mr Shillingford and Mr Yems. Perhaps Mr Yems rang Mr Ramsey on 23 April 2022 to ask if it was the Claimant who had reported him and he did so because Mr Ramsey knew about the "curry muncher" comment.

448. That Mr Wallace's submission that the Claimant is precluded on relying on a call on 24 April 2022, when the pleading referred to a call on 23 April 2022, is "extraordinary" and illustrates the depth of the way the defence of the claim has been approached.

Mr Buchan's further submissions on 19 February 2026

449. That the submissions made by Mr Wallace and Mr Cunnington that the Claimant did not put his case overstates what is required in law in accordance with the principles in Browne v Dunn. He said that it is not necessary to put every part of a party's case in cross-examination.

450. He says that the case law authorities referred to pursuant to the Gestmin Principles all involve substantially longer delays between the acts or omissions relied on and trial than is applicable to this case.

451. That in accordance with Madarassy that the "something more" is the racialised nature of the complaint, the alleged knowledge/foreseeability of racist conduct, the reported lack of surprise, the alleged institutional tolerance, the alleged absence of any safeguarding/investigation steps, and the pleaded continuation/exposure thereafter.

452. That the submission that the Claimant is a "proven liar" is an extreme submission. In discrimination cases, credibility is rarely binary; the tribunal is entitled to accept part of the witness's evidence and reject others.

QPR's reply

453. That Mr Buchan in referring to the circumstances of the preparation of the original Particulars of Claim, and the material he had access to, has waived privilege. Mr Buchan agreed to make voluntary disclosure of the relevant material.

454. That there were discrepancies between the times and dates of calls made between the pleadings, the evidence and submissions.

455. That contrary to his originally stated position Mr Buchan now seeks to rely on the FA Disciplinary Commission decision.

456. The Tribunal should exercise caution in considering Mr Buchan's explanation for the transcript of the meeting with the Mr Shillingford on 31 October 2025. That in giving his explanation Mr Buchan "slid into giving evidence" which is not permitted. For example, saying: "I didn't know what Mr Shillingford was going to say". Mr Buchan went on to commentate on his own state of mind when speaking with Mr Shillingford. That Mr Buchan has a clear personal interest in interpreting the transcript favourably.

457. That Mr Buchan's submissions involved a conflation of evidence with submissions. He asserts that this risks going to the fairness of the proceedings.

458. In respect of the alleged failure to put the Claimant's case, Mr Wallace stated that the shifting burden of proof did not save him if we skip straight to the reason why. Even if the shifting burden applies, QPR has shown the reason why and Mr Buchan therefore needed to put the Claimant's case.

Mr Murray's reply

459. That there are lots of victims not just the Claimant.

460. Many of the points made echoed those of Mr Wallace and need not therefore be repeated.

461. He expressed dismay with the Claimant's approach to the litigation.

462. Mr Yems intervened to assert that Crawley Town under his management was an extremely diverse Club having 15 Muslim players, 8 Black players, a Scotsman and a Greek.

Mr Cunnington's reply

463. He referred the Tribunal to paragraphs 38-41 of EJ Brewer's case management decision concerning the status of the FA bundle. He says that the findings of the FA are entirely inapplicable and indeed not even admissible.

464. He referred to what he considered to have been the "casualness" of Mr Buchan's submissions as to what constituted his giving evidence, the product of his mind, and submissions.

Conclusions and discussion

465. We consider the allegations contained in the list of issues but adopt what we consider to be a more appropriate chronological order.

Approach taken

466. For the avoidance of repetition we will not continuously set out the test applicable to the various heads of claim and they should be regarded as having generic applicability. We will therefore focus primarily on our evidential findings and interpretation of them in the context of a claim being pursued.

467. In the interest of this judgment not becoming unwieldy we do not repeat in each and every allegation the legal basis and analysis for our findings and the application of the applicable legal framework should therefore be read as having generic applicability where the allegations are the same and the reasons for rejecting the Claimant's assertions apply equally across multiple allegations.

Generic observations

Browne v Dunn

468. In assessing the credibility of the individual allegations, and whether there are grounds on which to infer discrimination and thereby shift the burden of proof to the relevant Respondent, we take account of any failure to put the allegation to the relevant witnesses but we do not automatically dismiss any allegation where there has been a potential failure to put specific questions in cross-examination. We take account of the overarching allegations against the Respondents, the totality of extensive pleadings, witness statements and contemporaneous documentary evidence, in addition to responses given by witnesses to relevant, if applicable, cross-examination.

Minor deviations from dates on which alleged acts took place

469. We also take account, but do not automatically preclude, an actual date of a telephone call, or other event, being marginally different than the date pleaded. We consider that to do so would involve, and particularly in the context of the employment tribunals, an excessive degree of formality which would not be consistent with how cases are typically run and argued. For example, we do not consider that a respondent would be genuinely confused and prejudiced by the evidence relating to a telephone call being one day later or earlier than pleaded. We consider that it is the substance of the allegation rather than the precise date which is significant.

470. We do take into account an arguable failure by Mr Buchan to particularise the significance of that element of the multiple amendment applications to the Particulars of Claim pertaining to calls made on 24 April 2022. Had he done so it is probable that we may have taken a different view from that taken in respect of the significant tranche of requested amendments relating to dates and participants in individual telephone conversations which we considered to be "evidential" and therefore not necessitating formal amendment. Nevertheless, adopting a proportionate approach consistent with the overriding objective, and taking account of the respective balance of prejudice

between the Claimant and the Respondents, we consider it appropriate and equitable that our consideration is given to calls pertaining to 24 April 2022 notwithstanding the deficiency/minor inaccuracy in the pleaded case. In doing so we do not consider that the Respondents suffer any serious prejudice given that the circumstances and subject matter of calls made whether on 23 or 24 April 2022 were to all intents and purposes interchangeable.

Claims against Mr Yems

Harassment claim against Mr Yems (s 26 EQA)

Mr Yems' personality and demeanour

471. We consider it relevant to take account of how we considered Mr Yems presented in assessing how the Claimant, and others, would perceive him in their interactions with him. The reason why we consider this to be relevant is to consider the likely subjective perception of the Claimant to his "banter" and humour. We raise this prior to considering whether any of that "banter" and humour may have had a racial connotation.

472. We consider that Mr Yems undoubtably has a forceful personality. That was evident at various junctures during the hearing when his irritation with various aspects of the case, and primarily how it was being presented on behalf of the Claimant, was palpable. It was also apparent during his witness evidence. We have no doubt that a young player, such as the Claimant, could well on occasion have found him intimidating. To a certain extent there will inevitably be an element of younger players being in awe of the manager who ultimately has the final say on their selection for the first-team and future with the Club.

Claimant's first loan to Crawley Town

473. To avoid unnecessary repetition we have decided that it would be appropriate, and more logical, to consider whether the individual allegations constituted a continuing course of conduct within this section of the judgment.

Did the following acts occur:

At the beginning of the 2021/22 season, in the dressing room, did Mr Yems say that "all black women are aggressive"?

474. There is uncertainty as to when this remark was made. No date is given but it would appear to have been in the early stage of the Claimant's first loan to Crawley Town so is likely to have been in September/October 2021.

475. Mr Yems admits this allegation but places it in context. He says that he was unwittingly drawn into a private "joke" between Mr Marshall and Mr Lynch.

Whilst we accept that Mr Lynch did not find the comment offensive we do not have any evidence from Mr Marshall as to his perception of it. Mr Yems frames it as a question responding to Mr Marshall's own description of black women as aggressive (see HB 563). Neither Mr Marshall nor Mr Lynch raised any complaint, or at least there is no evidence of their having done so, regarding this incident. Given that Mr Yems accepts that the remark was made, albeit putting it in context, we do not need to apply the burden of proof but rather consider whether it constituted harassment of the Claimant.

476. We do not consider that such a comment, even if not deemed offensive by the recipients, would be acceptable. Mr Yems' defence that he was "involuntarily" drawn into a "humorous" exchange between Mr Lynch and Mr Marshall does not justify his making such a wholly inappropriate remark.

477. We accept that Mr Yem's comment was overheard by the Claimant. He was not, however, a participant in the conversation.

478. The Claimant did not contemporaneously challenge Mr Yems regarding this comment nor did he raise any form of complaint with anyone at Crawley Town regarding this incident. We do not, however, consider this to be surprising given that he had only recently arrived at the Club, was a young player in the presence of much older players (we understand that Mr Lynch and Mr Marshall were in their 30s) and that Mr Yems was likely considered by the Claimant to be a formidable figure with considerable influence at the Club to include over player selection. We therefore accept that the Claimant would have been reluctant to challenge him having recently arrived on loan.

479. This self-evidently did not relate to a protected characteristic held by the Claimant. Whilst that does not preclude the possibility of harassment it is nevertheless a relevant consideration.

480. We do not consider that the Claimant was likely to have subjectively perceived the overhearing of this comment, which did not relate to him, as constituting harassment. In any event we do not consider that it would have been objectively reasonable for the overhearing of this single comment regarding black women to have the purpose or effect of violating the Claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for him.

Did this incident form part of a continuing course of conduct?

481. Had we upheld this allegation and needed to consider the question of jurisdiction we would have found that whilst the allegation was in some respects distinct from the following allegations, in that it was not directed specifically at the Claimant, we nevertheless consider that there was a sufficient level of commonality in that it, together with subsequent allegations, involved Mr Yems' stereotyping of non-white people, use of attempted humour in a demeaning fashion regarding minorities and general use of discriminatory language under the guise of humour.

In September 2021, did Mr Yems take food the Claimant had brought into the canteen and say something like "what curry have you got?"

482. The Claimant asserts in the Particulars of Claim that this was a "regular occurrence". He says that this included Mr Yems lifting up his curry, and thereby further drawing attention to it and him before the other players, although this is not specifically included in the list of issues. Mr Yems denies doing so. We make no finding on this specific allegation.

483. He says that he became so self-conscious regarding Mr Yems continuously drawing attention to his curry when he was having his lunch in the Club canteen that after about a month he stopped bringing it in. The Claimant alleges that Mr Yems' curry related comments continued notwithstanding his discontinuing bringing curry in for lunch. The Claimant says that he raised his concern regarding Mr Yems constantly drawing attention to his eating curry with the Club physio during a treatment session in March or April 2022. This is consistent with the evidence, discussion during a telephone conversation between Mr Yems and Mr Ramsey and the transcript of Mr Yems' interview with the FA Disciplinary Commission.

484. Mr Yems denies that comments regarding the Claimant eating curry were in any way related to his being half Indian. He says that such comments were related to the Claimant not eating the Club provided food and as a loanee from a Championship Club being in a position to buy relatively expensive M&S curry.

485. In circumstances where Mr Yems acknowledges making reference to the Claimant's curry the burden of proof self-evidently switches to him to rebut an inference that his comments constituted unwanted conduct related to a relevant protected characteristic i.e. the Claimant's half Indian heritage.

486. There is no evidence that the Claimant made a contemporaneous complaint regarding this incident to Mr Yems or Crawley Town but as in the "all black women are aggressive", allegation above we repeat our observations regarding his not doing so.

487. We carefully considered whether alleged comments pertaining to the Claimant's liking of curry, and habitually bringing it into the Club canteen, were ones related to a relevant protected characteristic i.e. his being half Indian and therefore potentially engaging S 26 of the EQA. In doing so we were concerned to avoid engaging in a stereotypical assumption that Indians, or those with part Indian heritage, were habitually more likely to eat curry.

488. Whilst being careful to avoid a stereotypical assumption that those of an Indian heritage have a proclivity to eating curry we nevertheless take account of the evidence that Mr Yems had a propensity to disproportionately engage in what he considered to be humorous conversation with ethnic minority players regarding the food they may have eaten. In considering this issue we consider it relevant to refer to some of the evidence before the FA Disciplinary Commission. We emphasise that in doing so it is not our purpose to

adjudicate on matters which do not form part of the issues before us, and in respect of which we have not heard witness evidence. Nevertheless, we do consider that evidence relating to the allegation that Mr Yems regularly raised in conversation his perception of the dietary preferences of ethnic minority players is of relevance as it would go to the likelihood of his doing so specifically referable to the Claimant given that it would constitute similar fact evidence.

489. For example, we refer to Mr Adebowale's witness statement to the FA Disciplinary Commission dated 21 April 2022 where at paragraph 8 he said that Mr Yems used to walk into the canteen every morning and say to him: "What did you have the dinner last night, jerk chicken?" Mr Adebowale said at paragraph 9 that he repeatedly told Mr Yems that he was African and that Africans don't eat jerk chicken. Mr Adebowale says that Mr Yems would ask this question every morning. Further, he said at paragraph 11 that Mr Yems would never ask the "white boys" what they had for dinner last night.

490. We also referred to Mr Ferguson's witness statement of the FA Disciplinary Commission dated 26 April 2022 where at paragraph 12 he says that Mr Yems would regularly ask him if he was "going back to Peckham for my jerk chicken" Mr Ferguson says that he would repeatedly correct him and tell him that he was from East London, but he would recycle the joke on an almost daily occurrence. Mr Ferguson says that he had never previously spoken with Mr Yems about jerk chicken and believes his comment was based on a stereotype that because he has Caribbean ancestry that he must eat jerk chicken. He says that he had heard Mr Yems make similar comments towards Mr German and Mr Adebowale.

491. The Claimant says that other players brought in their own food but were not subject to such continuing scrutiny and commentary from Mr Yems. During his FA Disciplinary Commission interview Mr Yems referred to other players bringing their own food in and referred to them as the "miserable ones".

492. Mr Yems appears to accept that he may have asked Mr Ferguson about jerk chicken but explains this on the basis that he had played for Dulwich Hamlet and that he was aware of a jerk chicken restaurant within the vicinity.

493. We consider that there is overwhelming evidence that Mr Yems had a significant proclivity to focusing on his perceptions of the dietary preferences of ethnic minority players and often based these on false and stereotypical assumptions. This continued notwithstanding his being corrected by the recipients of his comments as to their inaccuracy. Whilst Mr Yems may genuinely have believed that he was engaging in normal conversation we consider that an excessive focus on individual's actual or perceived dietary preferences could constitute unwanted conduct related to a relevant protected characteristic having the prescribed effect under S 26 of the EQA.

494. We find that Mr Yems' repeated comments to the Claimant regarding his curry, which were made in front of other players, were such that the Claimant subjectively felt harassed and that his feeling of harassment was objectively

reasonable in the circumstances. In reaching this conclusion we draw a distinction between a scenario where Mr Yems had on a single, or possibly a very small number, of occasions asked the Claimant what curry he was eating. That may have been consistent with his engaging in general conversation but where such comments become repetitive, and are directed at specific individuals, particularly where there is a propensity for them to be directed at those from an ethnic minority, we consider that they constitute harassment. We consider that, whilst potentially unintentional, that the propensity for such comments highlights perceived differences between the white and ethnic minority players contributing to a sense of ostracism.

495. For the reasons set out above we consider that this formed part of a continuing course of conduct together with the other curry related allegations which we have upheld and considered to constitute harassment of the Claimant.

Shortly before Christmas 2021, when the players and Mr Yems had to walk out in front of a green screen, did Mr Yems place a cloth over his head and say "Allah, Allah" If so:

496. The Claimant contends that this took place shortly before Christmas 2021. This is disputed by Mr Yems and Crawley Town who contend that the recording of players' goalscoring celebrations would have taken place prior to the commencement of the season on 7 August 2021. The Claimant was not at the Club for the pre-season with his first loan not starting until 31 August 2021. Whilst the Claimant has consistently repeated that the incident took place shortly before Christmas 2021 he has produced no evidence to support this.

497. Whilst we consider it more logical that the recording of players' goalscoring celebrations would take place prior to the season commencing this would effectively involve us finding that the Claimant had made this incident up. We reject such a finding partly given the very specific and unusual nature of the allegation of being raised. We also take account of the admission by Mr Yems in his Grounds of Resistance that he may well have been present on an occasion when the Club's Media Team were filming footage of the Claimant in front of a green screen in the canteen at the Club's training ground.

498. In evidence the Claimant mentioned Mr Young, Mr Bradbury and several Media Team members looking disgusted but no evidence has been provided from them. However, this contrasts with the transcript of his FA Disciplinary Commission interview (HB 444) when he said he did not fully remember who was there. It is significant that there is no evidence from Mr Young, Mr Bradbury, a representative of the Media Team or any other bystander of this incident. The claimant did not apply for a witness order in respect of any of these individuals.

499. We consider that there was inconsistency in the Claimant's evidence on this issue, for example, he variously referred to witnessing the incident when he

was getting prepared to go out for training and alternatively when he returned to the changing room to get his GPS.

500. Mr Yems denies this allegation.

501. We take account of the significance of the colour green in Islam but this was never put to Mr Yems in cross-examination. However, we consider it unlikely that Mr Yems would necessarily have drawn this connection as it is not so self-evident that the average person would automatically have drawn a connection between a green screen and Islam.

502. Ultimately absent any corroborative witness evidence, contemporaneous complaint by the Claimant, or anyone else who witnessed the alleged incident, or any recorded footage this is the Claimant's version against that of Mr Yems.

503. We consider that given the absence of any corroborating evidence or witnesses that it constitutes a very fine balance as to whose version of events to believe. In doing so we reach a conclusion based on a balance of probabilities and it is important to emphasise that in preferring one party's version as more likely than the other that is not to say that we consider the other party's version of events to constitute a lie.

504. On a balance of probabilities we consider that there is sufficient evidence to draw an inference that Mr Yems behaved in the manner alleged. In reaching this decision we took account of the following factors.

a) While there is significant evidence that Mr Yems had a proclivity to making jokes (often in poor taste), banter and general horseplay, this incident would be taking such behaviour to a different level and behaving in this fashion in circumstances where it was likely that he would be caught on film given that the event was to record players' goalscoring celebrations and his being away from training. We also take into account the Club having a significant number of Muslim players, Mr Yems refers to approximately 15, and Turkish/Muslim owners. Nevertheless, given our findings in relation to other allegations, and specifically that of Mr Yems using the term "curry muncher" in front of other players, the evidence of Mr Alliston and the sheer number of allegations forming part of this claim but also for the FA Disciplinary Commission, we consider that the likelihood is that Mr Yems behaved in this manner notwithstanding its inappropriateness, public nature and risks of its being observed, offence being caused and complaints raised.

505. We took account of inconsistencies in the Claimant's evidence as referred to above but nevertheless consider these inconsistencies to be relatively minor. Ultimately we considered it improbable given the very specific nature of the allegation that it would have been simply made up.

506. Whilst we took into account the lack of a contemporaneous complaint we repeat our previous finding that this was understandable given the circumstances of the Claimant's loan and the relative power dynamic.

507. We find that there is sufficient evidence to uphold the allegation on a balance of probabilities and therefore the burden of proof shifts to Mr Yems. To a certain extent this becomes academic given that in an allegation of harassment such as this there is no prospect of his rebutting an inference of discriminatory conduct.

Was the Claimant perceived by Mr Yems to be Muslim?

508. The Claimant contends that Mr Yems mistakenly perceived that he was a Muslim. We find no evidence to support this assertion. Mr Yems was aware that the Claimant was half Indian but we consider it improbable that on that basis he would have perceived him as Muslim. In evidence Mr Yems said that he was aware that the Claimant had been selected to play for Northern Ireland under 21s and he believed that he may therefore be Catholic.

Was this act targeted at players whom Mr Yems perceived to be Muslim?

509. We reject the assertion that it was targeted at players whom Mr Yems perceived to be Muslim. There is no evidence that any Muslim players witnessed the incident. We consider that the incident was consistent with them Mr Yems's general horseplay and misconceived humour. Further, it is consistent with other evidence of his focusing on negative stereotypes pertaining to Muslims but in this instance we find no evidence that it was conduct targeted at Muslim players.

Did the conduct of constitute harassment of the Claimant?

510. We find that the conduct which we have found on the balance of probabilities to have taken place was not sufficient to constitute harassment of the Claimant. There is no evidence that the Claimant subjectively perceived he had been harassed. In his interview before the FA Disciplinary Commission the Claimant says that he remembered that just thinking, "what the fuck". This would appear to suggest bemusement rather than distress. Further, given its fleeting and one off nature we do not consider that this incident would be sufficient when considered objectively to constitute harassment. In doing so we take account of the fact that whilst we have found on the balance of probabilities that the Claimant did witness Mr Yems behaving in the manner alleged we consider it inherently improbable that it was specifically targeted at him. The Claimant's evidence is that he was either on his way to training or returning from the training ground to collect his GPS. It would therefore have been inherently improbable that Mr Yems would have anticipated his being in attendance and therefore the intended subject of his misconceived humour.

511. Had we upheld this allegation, and needed to consider the question of jurisdiction on the grounds of time, we would have found that it constituted part of an overarching continuing course of conduct.

<u>Claimant's second loan to Crawley Town</u>

At some point during the second half of the season, did Mr Yems say to Henry Burnett in the presence of others, referring to the Claimant, "I wouldn't take anything off that curry muncher"

512. Whilst both Mr Hussein and Mr Alliston say that they witnessed this incident we consider it to be unfortunate that no evidence has been given by Mr Burnett. It is significant that neither Mr Hussein nor Mr Alliston mentioned Mr Burnett.

513. Mr Adebowale also said he was there and this was part of reason why FA found the charge made out (HB 2351). He refers to it in his statement to the FA (HB 367) and also in the transcript of his FA interview (HB 347): 'I was there, literally...' and (HB 206): 'I have been there on a number of occasions when the gaffer has called players from Indian descent 'curry munchers'. In both the transcript and his statement he refers to the presence of Mr Burnett. However, he does not mention it in his 18 November 2025 witness statement and he is not mentioned by the Claimant as being there. The Judge asked him about his presence and he confirmed he was there, saying he may not have been involved in the conversation but could have heard it. Nevertheless, we consider that some uncertainty exists as to whether or not Mr Adebowale was in attendance and heard this alleged remark.

514. Further, Mr Adebowale's account of the incident is also slightly different from that of the Claimant (see FA statement 367) - "Are you going to let that "curry muncher" talk to you like that'.

515. Mr Yems denies the allegation. Notwithstanding his denial we consider that on the balance of probabilities there are sufficient grounds to infer that he made such a comment and as such the burden of proof shifts. Given the nature of the comment, which undoubtably involves offensive, racist stereotyping, there can be no possibility of the burden of proof being rebutted.

516. In reaching this decision we take account of Mr Yems' evidenced proclivity to make unnecessary and repetitive comments regarding curry pertaining to the Claimant and more generally his perception of the likely dietary preferences of ethnic minority players and repeated comments to them in this regard.

517. We find that this comment undoubtably constituted harassment of the Claimant related to his half Indian heritage. It is well known that "curry muncher" is a highly offensive, derogatory ethnic slur used against people of South Asian descent. We consider that its use would be designed to mock and stereotype individuals based on ethnic origin and presumed eating habits.

518. For the avoidance of doubt we consider that this formed part of the overarching continuing course of conduct.

On 15 March 2022, in the changing rooms at Exeter FC, did Mr Yems sing in an Indian accent and say to the Claimant "oh, do you sing in Pakistani", and laugh when the Claimant said he was from India.

519. Mr Yems denies singing in an Indian accent. As the music being played in the dressing room was rap music (as stated by the Claimant in his interview with the FA Disciplinary Commission on 10 May 2022 and at HB 451). we question how probable it would have been that Mr Yems would have been able to sing in an Indian accent. Further, Mr Adebowale makes no reference to his doing so.

520. It is relevant to consider potential inconsistencies in the Claimant's account of this issue. This includes that in his witness statement to the FA Disciplinary Commission, and then repeated in his original Particulars of Claim, he referred to being in the shower. Whilst Mr Buchan, perhaps magnanimously, referred to this as being his drafting error that would not explain why it was included in the Claimant's preceding witness statement to the FA. We consider this to be a material inconsistency. In circumstances where it is alleged that a potentially serious incident took place we consider it improbable, and significant, that the Claimant would mistakenly have recalled that he heard Mr Yems singing, and subsequent comment, whilst he was in the shower. Whilst that does not necessarily mean that the incident did not take place it is a relevant factor we need to take into account in considering whether on the balance of probabilities there are sufficient grounds to infer that such an incident occurred and the burden of proof shifted to Mr Yems. We find that it did not.

521. We also consider it relevant that there were apparent improbabilities in the Claimant's timing of events given that he appeared to contend that the incident occurred when the match had already commenced but notwithstanding this that Mr Yems, and possibly some of the substitutes, remained in the dressing room. We consider this highly improbable as it would be noteworthy for a manager not to be in the dugout, or adjacent thereto, on the commencement of the match.

522. We also take account of an inconsistency between the evidence of the Claimant, who said that Mr Yems asked him "Do you sing in Pakistani?" and Mr Adebowale who said in his FA interview (HB 348) that the remark was "Do you think I could be Pakistan's next best singer". We consider this to be a material inconsistency albeit not necessarily conclusive in our assessment as to whether on the balance of probabilities such a remark was made.

523. We find no evidence that Mr Yems perceived the Claimant to be Pakistani. Mr Buchan confirmed that there was no claim that he incorrectly perceived him to be Pakistani. However, we acknowledge, as argued by Mr Buchan, that there is a proclivity for some discriminatory individuals to refer to all those from the Indian sub-continent as Pakistani or a more pejorative version thereof.

524. On the balance of probabilities we find that the evidence is insufficient, particularly given the inconsistencies referred to above, to conclude that this incident took place.

Had we found on the balance of probabilities that the incident took place would it have constituted harassment of the Claimant?

525. We find that had we concluded this incident had taken place that it would have been sufficient, both considered subjectively and objectively, to constitute harassment of the Claimant. We would have reached this decision notwithstanding there being no evidence to perceive that Mr Yems considered that the Claimant was Pakistani but rather on the basis that a deliberately misconceived reference to someone of Indian heritage as being Pakistani was both unnecessary, but also highlighting ethnic difference, in a wholly unnecessary context.

526. Had we upheld this allegation and needed to consider the question of jurisdiction we would have found that it formed part of the overarching continuing course of conduct.

On 19 March 2022, when the Claimant was eating pizza, did Mr Yems say to him "you must be pissed off there's no curry pizza?" R2 denies saying this but R2 admits that he made a reference to "curry pizza".

527. Mr Yems admits to referring to "curry pizza". It is uncertain as to whether he also admits to saying that the Claimant must be pissed off there's no curry pizza. He describes it as humorous and not made with any malice. It is common ground that the Claimant was looking upset given it was a further game for which he had not been included in the match day squad or for unrelated personal reasons. We consider that Mr Yems' attempt, if that is what it was, to lighten his mood was wholly misconceived.

528. To the extent to which it is disputed by Mr Yems we consider that on the balance of probabilities his comment to the Claimant was as contended. We consider that that would be a consistent of the context in which the alleged remark was made and what we have found to be his overarching propensity to make regular inappropriate comments to the Claimant regarding his perceived propensity to like and eat a lot of curry.

529. If this comment had been made in isolation, as with what curry have you got, it could be construed as light-hearted and inoffensive. However, we construe this comment in context and specifically given our earlier findings regarding Mr Yems persistently asking the Claimant what curry he had and using the term "curry muncher".

530. In circumstances where Mr Yems accepts that this comment was made the application of the burden of proof is confined to whether he is able to rebut the inference that it related to the Claimant's half Indian heritage. We find that it was so related. Whilst we accept that Mr Yems' intention may genuinely have been to "lighten the mood" we consider that this was wholly misconceived. The Claimant was self-evidently upset, whether as a result of his exclusion from the match day squad or personal issues, but Mr Yems' attempt to lighten his mood was wholly inappropriate given that it once again involved a stereotypical and repetitive reference to curry. The effect of this

being anything but lightening his mood but rather making him the subject of Mr Yems' attempted humour and drawing attention to him in front of the other players. As such we consider that this constituted bullying and harassment.

531. For the avoidance of doubt we consider that this formed part of the overarching continuing course of conduct.

Did Mr Yems grab hold of the Claimant's arm and try to make light of the situation?

532. Mr Yems accepts that he touched the Claimant's arm lightly. We find no evidence that this involved his "grabbing" the Claimant's arm in an aggressive, demeaning or inappropriate away. As such we reject the contention that this constituted harassment.

Did Mr Yems tell the Claimant that he would call him later?

533. We accept that he did. However, we do not consider that this was capable of constituting harassment whether considered subjectively or objectively. In effect it involves an attempt to add additional limbs to the "curry pizza" incident which we have already upheld.

Did Mr Yems phone the Claimant the next day and asked him if he had said something which upset him?

534. As set out at paragraph 532 above.

If so, was the manner in which he asked trying to joke about the matter?

535. We consider that it was probable, given Mr Yems' general demeanour and approach of seeking to make a joke out of most matters, that he did so but we do not consider that it would have been sufficient to constitute harassment of the Claimant.

Did Mr Yems say: "look, if I'm taking this racist banter too far, just tell me. I'm just trying to build an atmosphere among the boys."

536. Whilst we accept the gist of what is alleged above we reject, on the balance of probabilities, that Mr Yems referred to "taking this racist banter too far". We find no evidence to support this, and whilst possible, consider it improbable that if he was sufficiently concerned regarding the remark he made the previous day that he would in effect have doubled down by describing it as "racist banter". In reaching this decision we take account of the fact that the reference to "racist banter" during this telephone call was not included in the Claimant's witness statement.

Did Mr Yems not select the Claimant to play for the Third Respondent's First-Team after 31st January 2022?

537. Mr Yems had previously selected the Claimant during his first loan notwithstanding his Indian ethnicity. At the time the Claimant returned on the second loan the team had won 5 out of 6 matches so Mr Yems said that there was no good reason to change it. Mr Yems said that the team had evolved by then, "we'd become a better side". But he brought the Claimant back because he had promised him that he would. That did not, however, mean that he would have an automatic entitlement for selection in the match day squad.

538. Nowhere in his evidence does the Claimant state that Mr Yems did not pick him because of his Indian ethnicity. Further, Mr Buchan did not put it to Mr Yems that he did not select the Claimant at any point in time because of his ethnicity.

539. Further, the Claimant's case appears contradictory in that Mr Buchan put it to Mr Yems that he did not select the Claimant after 31 January 2022 in an attempt to keep him from playing in order to reduce his transfer value so as to make him less expensive for Crawley Town to acquire the following season.

540. During the Claimant's second loan Crawley Town had team members with a wide range of ethnicities. The Claimant has failed to identify any comparator which could support the allegation.

541. We find no evidence to infer that the Claimant's non-selection was in any way related to his half Indian heritage. As such the burden of proof does not shift. In any event this claim would more properly be brought, if substantiated, as one of direct race discrimination rather than harassment.

542. Had it been necessary for us to do so we would have concluded that this allegation was discrete and separate from the overarching course of conduct we have previously referred to and therefore would not have been brought in time.

On 23 April 2022, did Mr Yems call the Claimant several times on his mobile phone?

543. We find that he did but the Claimant did not answer any of his calls.

If so, did Mr Yems engage in unwanted conduct?

544. We reject the Claimant's assertion that whether considered subjectively, or objectively, several unanswered telephone calls constituted harassment. Whilst acknowledging that a series of unwanted and unsolicited telephone calls, even if unanswered, could potentially constitute harassment we do not consider this threshold was reached given that the Claimant only complains of 3 calls and there was self-evidently a reason for Mr Yems to be telephoning multiple individuals given the media furore following the allegations in the Daily Mail.

545. Had we upheld this allegation and needed to consider the question of jurisdiction we would have found that it formed part of the overarching continuing course of conduct.

Was any unwanted conduct harassment related to race or religious belief?

546. We find that it was not even had we found it capable of constituting harassment.

Was any unwanted conduct, harassment related to Mr Yems perception that the Claimant had committed a protected act by blowing the whistle and complaining to the PFA/FA about racist abuse?

547. Whilst we acknowledge that the reason for Mr Yems calling the Claimant was likely to have been as a result of his perception that the Claimant may have complained to the PFA/FA about racist abuse we reject, as set out above, the assertion that the fact of several unanswered calls constituted harassment.

Did any unwanted conduct have the purpose or reasonable effect (taking into account the Claimant's perception, the other circumstances of the case and whether it was reasonable for the conduct to have that effect) of:

violating the Claimant's dignity; or

creating an intimidating, hostile, degrading, humiliating or offensive environment for the Claimant?

548. We have set out our findings in respect of the individual allegations above and therefore it is not necessary to repeat them.

<u>Direct Race/Religious Discrimination claim against Mr. Yems (s 13 EQA)</u>

Did the treatment listed above occur?

549. We have set out our findings in respect of the individual allegations above and therefore it is not necessary to repeat them.

Did Mr Yems perceive the Claimant to be Muslim?

550. We have set out our findings in respect of the individual allegations above and therefore it is not necessary to repeat them.

If so, did Mr Yems thereby treat the Claimant less favourably than he would have treated someone in the same material circumstances as the Claimant but of a different race/perceived religious belief? The Claimant relies on a hypothetical comparator.

551. As we have already made our findings in relation to the allegations of harassment on account of the Claimant's protected characteristic of half

Indian heritage it is not necessary for us to also make findings on his claims for direct discrimination on the grounds of his race/perceived religious belief. For the avoidance of doubt where we have not upheld his claims of harassment we also reject them as claims of direct discrimination. In doing so we highlight that it would be highly improbable that claims dismissed under S 26 would succeed on the more stringent test under S 13 of the EQA which requires a person to discriminate against another "because of a protected characteristic" as opposed to being "related to a relevant protected characteristic" pursuant to S 26.

If so, has the Claimant proven facts from which the Tribunal could conclude that the less favourable treatment was because of race/perceived religious belief?

552. The Claimant does not rely on an actual comparator. It is therefore necessary to consider the position of a hypothetical comparator who did not share the Claimant's Indian ethnicity. For the reasons set out the claims of direct discrimination fail. We accept Mr Cunnington's analysis of the inherent deficiencies in the Claimant's pleated claim of direct discrimination and what he contends (at paragraph 40 of his closing submissions) is the Claimant's failure to give any cogent explanation as to how they are pursued.

If so, has Mr Yems shown that he did not treat the Claimant less favourably because of race/perceived religious belief?

553. As set above the claim of direct discrimination has not been established on the pleaded case and therefore the burden of proof did not shift to Mr Yems.

Claims against Crawley Town

Harassment claim against Crawley Town (s. 26 EQA)

554. We find that the conduct constituting harassment pertaining to Mr Yems, which we have upheld, was undertaken in the course of his employment and therefore is conduct for which Crawley Town, as his employer, is vicariously liable. Crawley Town has accepted the your position in this respect. In circumstances where Mr Yems was in effect immediately discharged from his duties as the Club's manager following the allegations pertaining to him being reported in the Daily Mail that is not surprising.

Did the acts alleged against Mr Yems in paragraphs 6 and 7 (above) occur?

555. As set out above and therefore it is not necessary to repeat.

Liability of Employers and Principals (s109(1) and (2) EQA)

Is Crawley Town liable for the conduct of the individuals alleged to have subjected the Claimant to acts of harassment and/or victimisation under s109(1) and (2) EQA?

556. As set out at paragraph 553 above. The Club did not seek to argue a defence pursuant to S109 (4).

Claims against QPR

Protected Characteristic: Race

Is the Claimant of Indian ethnicity (the protected characteristic relied upon)? All parties agree that the Claimant is of Indian ethnicity.

Direct Race Discrimination Claim against QPR (, s 13 EQA)

Did the following acts occur:

On 31 August 2021, QPR caused or permitted the Claimant to be loaned to Crawley Town whilst knowing that Mr Yems used racist banter and/or that racism was rife at Crawley Town, and/or without first ensuring that the Claimant would not be exposed to racist banter by the staff or players at Crawley Town.

557. No evidence of any kind was adduced to support this contention. First, no evidence was adduced to support the allegation that it was in the public domain, and therefore QPR should reasonably have been aware, that Mr Yems used racist banter and/or that racism was rife at Crawley Town. Secondly it was never seriously contended by or put to any of the witnesses that they were so aware, and by implication QPR therefore should have been, of such matters. We refer specifically to the absence of any such evidence, or cross-examination pertaining thereto, from or to the Claimant, Mr Ramsey, Mr Ferdinand, Mr Carroll, Mr Anderson and Mr Shillingford. In his witness evidence of Mr Carroll (paragraph 118) said that he was not aware of any allegations about “racist banter” at Crawley Town before the Claimant went on loan there.

558. Moreover, representations made on behalf of the Claimant during the hearing contradicted the premise to that allegation. It was repeatedly said that the Claimant did not allege that Crawley Town was a racist club and that his focus was on specific allegations.

559. We therefore consider that this allegation involves a bare assertion without any supporting evidence and as such there is no evidence to infer less favourable treatment of the Claimant in his loan to Crawley Town because of his half Indian heritage.

On a date in March or April 2022, Mr Ramsey failed to act on the Claimant’s alleged complaint made orally via telephone to Mr Ramsey. The alleged complaint was that the “racist banter being very bad down here” or words to that effect.

560. We have carefully considered the evidence as to whether, on a balance of probabilities, the Claimant referred to "racist banter" in his telephone conversation with Mr Ramsey. We find that he did not. We reach this decision for the following reasons.

561. If the Claimant had, as alleged, told Mr Hall about "racist banter" we consider it improbable that he would have simply referred the Claimant to Mr Ramsey without following up on their subsequent discussion and what action was to be taken. This is particularly the case given that the Claimant contends that his conversation with the Mr Hall lasted for approximately 40 minutes.

562. Mr Ramsey unequivocally denies that the Claimant referred to "racist banter". We accept his evidence that had he known of the Claimant's allegations of racism he would have supported him all the way. Given Mr Ramsey's acknowledged reputation as a campaigner for diversity we consider that it would have been inherently improbable that he would have disregarded an overt allegation of racism. We can consider no possible reason why he would have done so. Whilst it has been contended that Mr Yems was a personal friend we consider that there is no evidence to support this and find the overwhelming probability is that he was one of numerous professional acquaintances within the football industry.

563. We acknowledge that in his FA Disciplinary Commission interview on 10 May 2022 the Claimant referred to telling Mr Ramsey about the "racist banter" and Mr Ramsey replying: "Yes, I know it's bad in those leagues". However the Claimant also told Mr Williamson as part of that interview that he told Mr Ramsey "but didn't tell him everything".

564. In assessing the likelihood of the Claimant having told Mr Ramsey about Mr Yems' alleged "racist banter" it is relevant to consider what he may have told Mr Anderson and Mr Shillingford.

565. Mr Anderson's evidence is unequivocal in that he says that if the Claimant had told him about the allegations against Mr Yems he would have acted. We accept his evidence in this respect and can consider no realistic reason why he would have been reluctant to act. This is not a situation where he had any significant business relationships which were dependent on Mr Yems' goodwill. Further, at paragraph 50 in his witness statement he says that if the Claimant had told Mr Ramsey about the alleged "racist abuse" of the claimant he would not have just said "get on with it" and that he knows he would have taken action.

566. For reasons previously set out we treat Mr Shillingford's evidence with considerable caution. Whilst Mr Shillingford says that he spoke with Mr Ramsey and told him that Mr Yems was using racist language Mr Ramsey denies his having done so. It is significant that in his previous witness statement dated 16 March 2023 of 4 July 2023 he did not make reference to his alleged call with Mr Ramsey and Mr Ramsey saying that the Claimant needed to "toughen up".

567. We consider it to be a significant that in Mr Shillingford's March 2023 witness statement at paragraph 9 he refers to when he spoke with Mr Ramsey for the first time having found out about the racial abuse, he said he had been asked by his mate Mr Yems is whether it was the Claimant who had spoken with FA. As such by implication this "first" conversation between Mr Shillingford and Mr Ramsey must have been after the allegations entered the public domain on their being reported in the Daily Mail on 22 April 2022.

568. We consider that the evidence of Dr Gervis is significant. Whilst it is perhaps surprising that she has decided to divulge the subject matter of her conversation with the Claimant over Zoom in October 2022 the fact that she has felt impelled to do so is in our opinion significant. We consider it highly relevant that she says that the Claimant told her that the first time he told people that he suffered racial abuse whilst at Crawley Town was when he spoke to the FA (his interview on 10 May 2022) and that he specifically told her that he had not told anyone before that point. Whilst she says that the Claimant had told her that he told Mr Ramsey about having a "hard time" that is not the same, in the context of the specific allegation, of referring to "racist banter".

569. Mr Carroll also says that he was unaware of the allegation until the allegations were reported in the Daily Mail on 22 April 2022.

570. For the above reasons whilst acknowledging that the Claimant reported concerns pertaining to Mr Yems' conduct in his conversation with Mr Ramsey we find on a balance of probability insufficient evidence to infer that he expressly referred to "racist banter". As such the burden of proof does not shift to QPR.

On an unknown date after the complaint, Mr Ramsey failed to comply with his alleged duties:

To make sure Mr Yems and Crawley Town complied with the FIFA, UEFA, PFA, FA and Premier League Rules (paragraph B16) and code of practice and QPR's Club Rules insofar as they prevented racial banter and abuse:

Not to expose the Claimant to racist banter

571. Given our findings above these allegations self-evidently must fail.

To investigate or cause to be investigated the Claimant's complaint:

572. The Claimant's complaint is that Mr Ramsey, and by implication QPR, failed to investigate a complaint of his being exposed to "racist banter". Given our finding above this allegation must therefore also fail.

573. Whilst not strictly relevant given the basis upon which the alleged complaint has been pleaded we nevertheless take account of the witness evidence, and specifically that of Mr Ramsey and Dr Gervis, that it was commonplace for young players on loan to lower league clubs to complain about the "banter" to

which they were exposed and there was a certain expectation that this formed part of their learning process and that they needed to toughen up as part of their adjustment to the professional game. We find no evidence that a hypothetical comparator would have been treated any differently.

To contact Mr Yems and tell him to stop the racist banter at Crawley Town:

574. Given our findings above this allegation self-evidently must fail.

If appropriate (i.e., if Mr Yems refused to stop) to report Mr Yems to the FA and/or PFA for his racist banter:

575. Given our findings above this allegation self-evidently must fail.

If Mr Yems refused to modify his behaviour, to immediately terminate the Claimant's loan contract and bring him back to play for QPR or alternatively to be placed on loan to another football club, and/or

576. Given our findings above this allegation self-evidently must fail. In any event by April 2022, in the final weeks of his contract with QPR, and at such a late stage of the EFL season, it would have been wholly unrealistic for QPR to have placed the Claimant on loan to another football club.

For the reasons set out in (1) to (6) above, to provide the Claimant with the support required of a manager:

577. Given our findings above this allegation self-evidently must fail. We have considered, whether absent a finding of the Claimant having informed Mr Ramsey of "racist banter" there was nevertheless an obligation to provide him with additional support. Whilst we find that there is some evidence that the Claimant was expected to "toughen up" and deal with the vicissitudes of professional and personal life we consider that he was treated no differently than any other player would have been in the circumstances and this had nothing to do with his race. We also take account of the fact that the Claimant was 21 and that some of the concerns he raised, and specifically about regarding his partner's former boyfriend, were more appropriately matters for support from his parents, friends and if necessary the police.

In or between May 2022 and 30 June 2022, QPR did not renew the Claimant's contract and/or

578. We consider that there is no evidence on which to infer that the non-renewal of the Claimant's contract by QPR had anything to do with his race. We do not consider that this allegation was seriously pursued. It was never put to QPR's witnesses that the Claimant being half Indian was in any way a consideration. As such there are no grounds to infer that he was treated less favourably because of his race and the burden of proof does not shift to QPR. Further, we consider that there is overwhelming evidence as to the reasons why QPR did not renew his contract, to include, but not limited to, his not having made a first-team appearance for QPR, his relatively unsuccessful

loan moves and that he would no longer be an under 21 player and therefore form part of the 25 man squad.

In May 2022, QPR announced the Claimant's contract would not be renewed via Twitter:

579. Whilst not material the non-renewal of the Claimant's contract was reported on the Club's website. We consider that overwhelming evidence existed that there was no realistic prospect that the Claimant's contract was likely to be renewed, and this should have been self-evident to him. Nevertheless, we do consider that it would have been good practice for someone from the Club to have contacted the Claimant in advance of the announcement. However, we find no evidence to infer that a failure to do so had anything to do with his race.

If so, by the above acts, did QPR treat the Claimant less favourably than it would treat someone in the same material circumstances who was not of Indian ethnicity (the Claimant does not rely on an actual comparator)?

Applying s 136 EQA, has the Claimant proven fact(s) from which the Tribunal could decide that the less favourable treatment was because of the Claimant's Indian ethnicity?

Did QPR treat the Claimant less favourably because of the Claimant's Indian ethnicity?

580. For the reasons set out above all of the allegations of direct race discrimination against QPR fail. Further, we consider that whilst pleaded many of these allegations were not seriously pursued during the hearing to include in the cross-examination of QPR's witnesses.

<u>Harassment claim against QPR , (s 26 EQA)</u>

Did the following acts occur:

On 23 April 2022, Mr Ramsey telephoned the Claimant and interrogated him by the conversation and only expressed concern for Mr Yems' welfare rather than the Claimant's welfare.

581. We consider that the timeline/evidence as to the various calls are confusing. We find that there were two material calls between the Claimant and Mr Ramsey which took place on 23 and 24 April 2022. For reasons previously set out we do not discount reference to matters arising from a call on 24 April 2022 from consideration of the substantive issues before us.

582. We find on the balance of probabilities that Mr Ramsey did express concern regarding Mr Yems' welfare but that he also enquired as to the Claimant's well-being. We reject the assertion that Mr Ramsey "interrogated" the Claimant. Whilst we acknowledge that the Claimant may have had a subjective perception that Mr Ramsey asking him whether he had been the

source of the allegations reported in the Daily Mail and/or raised a complaint to the PFA/FA we do not consider that this would have been sufficient to constitute "interrogation". In the circumstances we consider that it would be a natural approach for Mr Ramsey to ask questions of the Claimant, to include whether he had made a report, as that would potentially be a relevant welfare consideration.

On 23 April 2022, Mr Ramsey suggested to the Claimant via the telephone conversation that his contract would not be renewed if the Claimant complained to the PFA and/or the FA and/or

583. We find that the conversation now relied on by the Claimant almost certainly related to the telephone call on 24 April 2022.

584. We reject this allegation. First, we have already found that the overwhelming evidence was that the Claimant's contract with QPR was not going to be renewed. It would therefore self-evidently be wholly implausible that Mr Ramsey would have referred to its non-renewal in the context of his having complained to the PFA and/or the FA. The Claimant explicitly told the FA Disciplinary Commission on 10 May 2022 that Mr Ramsey asked about contracts and that he was referring to the Crawley Town contract not the QPR contract (HB 464). It is also relevant that Ms Bansal-McNulty says that the concern related to the Claimant's contract with Crawley Town rather than QPR. Further, she said that the Claimant did not consider Mr Ramsey's reference to "his contractor" as being a threat.

585. Given that it was common knowledge that the Claimant's contract with QPR was coming to an end, and was highly unlikely to be renewed, we do not consider it surprising that Mr Ramsey would have referred to this in conversation and by way of enquiring as to the Claimant's future plans. We do, however, acknowledge that the Claimant says that he was in a "dark place" at this time and may well have misinterpreted such an enquiry as a threat. We reject any such interpretation. .

In or around May-30 June 2022, QPR did not exercise its option to renew the Claimant's contract

586. As we have already found the overwhelming evidence is that wholly independent of any reports made by the Claimant to Mr Ramsey, or anyone else QPR, of racism at Crawley Town, that his contract was not going to be renewed. We do not consider that the non-renewal of the Claimant's contract was in any way related to his half Indian heritage. In any event we do not consider that the non-renewal of a contract is properly pleaded as an allegation of harassment.

If so, by the above acts or omissions, did QPR engage in conduct unwanted by the Claimant?

Applying, s 136 EQA, has the Claimant proven fact(s) from which the Tribunal could decide that the unwanted conduct was related to the Claimant's Indian ethnicity?

Was the unwanted conduct related to the Claimant's Indian ethnicity?

Did the unwanted conduct have the purpose or reasonable effect of:

Violating the Claimant's dignity; and/or

Creating an intimidating, hostile, degrading, humiliating or offensive environment for the Claimant?

587. For the reasons set out above all of the allegations of harassment pursuant to S 26 of the EQA fail.

Victimisation claim against QPR (s 27 EQA)

At an unknown date on or before 23 April 2022, did Mr Ramsey believe that the Claimant complained to The FA or the PFA about Mr Yems' racist behaviour, causing Mr Yems to be suspended and sacked?

588. At paragraph 79 in his witness statement of Mr Ramsey refers to calling the Claimant shortly after his call with Mr Yems after the allegations were reported in the Daily Mail on 22 April 2022. Mr Ramsey says that the Claimant hadn't told him that he was involved but that Mr Yems thought he might have been. Whilst we consider it likely that Mr Ramsey may have suspected that the Claimant was the source of the allegations entering the public domain we consider that this fell short of his "believing" that he was.

589. If notwithstanding our finding that Mr Ramsey did not have such a belief, but merely a suspicion, that the Claimant had complained to the PFA and/or FA about Mr Yems' racist behaviour and therefore had undertaken a protected act for completeness we make the following findings.

Did the following acts or failures occur:

On 23 April 2022, Mr Chris Ramsey telephoned the Claimant and interrogated him by the conversation and only expressed concern for Mr Yems' welfare rather than the Claimant's welfare?

590. We repeat our findings in relation to the equivalent allegation of harassment above.

On 23 April 2022, Mr Ramsey suggested to the Claimant via the telephone conversation as set out in POC, para 60.d that his contract would not be renewed if the Claimant complained to the PFA and/or the FA?

591. We repeat our findings in relation to the equivalent allegation of harassment above.

In or around May-30 June 2022, QPR did not exercise its option to renew the Claimant's contract or offer a new contract.

592. As previously set out we consider that by 23 April 2022, and in reality by January 2022, that it was a virtual certainty that the Claimant's contract with QPR was not going to be renewed. It is not necessary to repeat our previous findings in this respect. We reject the assertion that a failure to renew the Claimant's contract was a detriment because of his having done a protected act.

In or around May 2022, QPR failed to follow Phase 1 of its Exit Strategy in respect of the Claimant.

593. We repeat our previous findings. As previously stated there were acknowledged failings in the Club's failure to fully follow its newly introduced Exit Strategy and whilst these were unfortunate we consider that they were not in any way because of any protected act.

QPR failed to provide the Claimant with notice in writing or at all that it was not going to exercise its option to renew.

594. We consider that this allegation is entirely without substance. No evidence has been provided that any other player whose contract was not being renewed was given notice in writing and that any failure to provide the Claimant with such written notice was because of any protected act.

QPR failed to provide the Claimant with its reasons for not exercising its option to renew or offer a new contract.

595. Whilst we acknowledge that the Claimant was not provided with formal reasons for QPR not exercising its option to renew his existing contract, or offer a new contract, we find that it was self-evident to the Claimant that his contract was not going to be renewed and the reasons why. We do not repeat our previous findings in this respect. In any event we do not consider that such a failure was because of any protected act.

QPR announced its decision not to renew on Twitter before informing the Claimant and/or

596. It is accepted that the Claimant became aware of the fact of the non-renewal of his contract as a result of his release being included on the Club's website and/or Twitter feed. Whilst we consider that from a communication/player relationship perspective this was sub-optimal we do not consider that it was in any way because of any protected act.

On a date that the Claimant cannot particularise further, Mr Shillingford spoke to Mr Ramsey and complained about the racist abuse that the Claimant has suffered from Mr Yems (this is the "Additional Claim" permitted on 20 January 2026, subject to time limits)?

597. We refer to paragraphs 3 and 4 of Mr Shillingford's witness statement of 18 November 2025. Whilst Mr Shillingford does not specify a date for his conversation with Mr Ramsey it would appear that it followed his being informed by Mr Marshall in March/early April 2022 of the Claimant experiencing issues whilst at Crawley Town.

598. As previously set out we consider that there are significant concerns regarding the overall credibility of Mr Shillingford's witness evidence. That is not, however, to say that he is deliberately being misleading and he would have no motivation to do so. He did, however, accept during cross-examination by Mr Wallace that there were a lot of conversations and that he couldn't always remember exactly what was said. Mr Shillingford also accepted during Mr Wallace's cross-examination of him that he had not "properly read" his statement before. In a case where the timeline of what was said, to whom and when is very significant in the context of the allegations that means that we have to take his evidence with considerable caution.

599. Ultimately this allegation is a question of credibility. The evidence of Mr Ramsey, and the other QPR witnesses, to include Mr Anderson, is that Mr Ramsey would not have ignored an allegation of race discrimination. He and they say this is consistent with his acknowledged reputation as a campaigner against race discrimination in football for which he has been awarded an MBE.

600. Further, if Mr Shillingford's evidence and timeline were to be accepted it would in effect mean that Mr Ramsey would have been aware of such allegations pertaining to Mr Yems prior to their being reported in the Daily Mail on 22 April 2022 which would then have made his various telephone calls with Mr Yems and the Claimant on 23 and 24 April 2022 somewhat superfluous and the context would then become inconsistent with the Claimant's evidence and allegations pertaining to his calls with Mr Ramsey on these dates.

If so, by the above acts did QPR treat the Claimant detrimentally?

601. For the reasons previously set out we reject the contention that any of the treatment allegedly suffered by the Claimant constituted detriments because he had undertaken a protected act or by extension because Mr Shillingford had raised matters potentially constituting a protected act on his behalf.

Applying S 136 EQA, has the Claimant proven fact(s) from which the Tribunal could decide that any detrimental treatment was because Mr Ramsey believed that the Claimant complained about Mr Yems' racist behaviour?

602. As set out above we reject this allegation.

Was the detrimental treatment done because the Claimant was believed to have complained about Mr Yems' racist behaviour?

603. As set out above we reject this allegation.

Jurisdiction

Time Limit: EQA s 123(1), (3) and (4)

Was each individual complaint under the EQA against each Respondent:

Brought within 3 months from the date of the act to which the complaint relates (as required by s123(1) EQA, as qualified by s140B EQA); or

Within the scope of the time extension EJ Stout granted on 17 July 2023?

If not, can the Claimant show there was conduct extending over a period of time which is to be treated as done at the end of that period (as provided under s123(2)(b) EQA) in respect of which a timely complaint was made?

If not, and a complaint was brought out of time, is it just and equitable to extend time to hear the complaint?

604. The Claimant undertook ACAS early conciliation between 18 January and 20 January 2023. His claim was issued on 14 February 2023.

605. We refer to the relevant findings of EJ Stout as set out in paragraphs 38-40 of this judgment.

QPR

606. The last date and act alleged by the Claimant is 30 June 2022 when his contract expired. However, QPR asserts that the decision not to extend the Claimant's contract was made by 4 or 5 January 2022 in light of the fact that QPR sought to release him and arranged for his permanent transfer to Crawley Town. Alternatively, if the foregoing is wrong, then a decision was indisputably made by or on 20 May 2022, when his release was publicly announced by QPR.

607. Given our findings above the issue of jurisdiction pertaining to QPR is not strictly a matter we need to determine. Nevertheless, for completeness we do so.

608. We acknowledge, that notwithstanding EJ Stout's reference to the termination of the Claimant's contract on 30 June 2022 that the latest act complained of was 20 May 2022 when the Claimant's release was announced on QPR's website.

609. QPR contends that there was no continuing course of conduct and asserts that the various acts/decisions in issue were undertaken by different people, that there is nothing connecting the acts and no ongoing policy, provision or culture.

610. QPR contends that it would suffer prejudice if time were extended in respect of such earlier acts or omissions.

611. Had it been necessary for us to do so we would have concluded that the allegation that on 31 August 2021, QPR caused or permitted the Claimant to be loaned to Crawley Town whilst knowing that Mr Yems used "racist banter" and/or that racism was rife at Crawley Town did not form part of a continuing course of conduct and therefore was out of time. We would, however, have decided that had we upheld the allegations from late March/early April 2022 they would have formed part of a continuing course of conduct and therefore ones in respect of which the Tribunal had jurisdiction.

Mr Yems

612. We need to consider the individual acts relied on by the Claimant and whether any of them constituted a continuing course of conduct. Therefore looking at the individual acts relied on which we have upheld:

- In September 2021 Mr Yems taking food the Claimant had brought into the canteen and saying something like "what curry have you got?"

- On an unspecified date, said to be in early March 2022, Mr Yems saying to Henry Burnett: "I wouldn't take anything off that curry muncher"; and

- On 19 March 2022 Mr Yems saying to the Claimant: "you must be pissed off there's no curry pizza?".

613. We consider that they formed a continuing course of conduct. They related to the same, or very similar, subject matter i.e. relating to curry, and Mr Yems' perception that the Claimant had a particular liking of curry, and involved the same individuals. The references to curry were not isolated incidents but rather formed a continuing course of conduct.

614. As set out in respect of the individual allegations earlier in this judgment we have concluded that there was an overarching similarity between the alleged conduct to create a continuing course of conduct. In her judgment EJ Stout referred to the last of the allegations being on 19 March 2022 (the curry pizza comment) and not the allegation pertaining to 23 April 2022. We consider that this may have been an oversight. However, we consider it immaterial given that we have found that there was a continuing course of conduct up to and including our finding in respect of the curry pizza comment on 19 March 2022. We do, however, limit that continuing course of conduct to those acts which we have found to be discriminatory in accordance with the guidance from the EAT in the King case. Given that EJ Stout has already exercised her discretion to extend time from this date on the ground that it would be just and equitable to do so we therefore conclude all of the allegations we have upheld against Mr Yems are therefore in time and ones in respect of which the Tribunal has jurisdiction.

Crawley Town

615. At the time of EJ Stout's judgment the Claimant was still pursuing the now withdrawn victimisation claims against Crawley Town. This therefore gave a later primary time limit of 8 August 2022. However, given our findings in respect of Mr Yems above we consider that it follows automatically that the vicarious liability of Crawley Town pursuant to S109 (1) and (2) of the EQA is subject to the same time limit and the equivalent just and equitable extension determined by EJ Stout.

Final observations

616. We have given very careful consideration to the allegations. This is a relatively unusual case in that significant allegations involve various alleged conversations without any potentially corroborating contemporaneous evidence. This has therefore meant that we have had to carefully balance the credibility of the witness evidence to reach findings on the balance of probabilities. Where we have favoured one party's evidence over another's that does not mean that the witness whose evidence we have rejected was lying as this is a delicate balancing exercise involving us deciding which of two conflicting versions of events is more likely. We also take account of the fact that much of the witness evidence in the statements for the hearing dated 18 November 2025 related to the details of events 3 to 4 years earlier and inevitably this could contribute to some inconsistency. In undertaking this exercise we have sought to apply the Gestmin Principles.

617. In assessing the credibility of the witness evidence we reject Mr Wallace's assertion in his closing submissions (paragraph 30) that throughout cross-examination the Claimant revealed himself to be "self-serving, inconsistent, naïve, cynical and irrational". Whilst we acknowledged that there may have been occasions on which the Claimant was not fully candid we consider that these were relatively peripheral in the overarching context of the allegations.

618. Whilst the Claimant's claims against QPR fail we nevertheless consider that there were aspects of the manner of his release where the Club's communication with him was sub-optimal and greater support could have been provided to him during the FA Disciplinary Commission process. Indeed the Claimant said to Mr Wallace during cross-examination that it was the manner, rather than the fact, of his release to which he primarily took exception. We do, however, acknowledge that the Club's Exit Strategy was in its infancy and no doubt its implementation has been significantly improved over subsequent seasons.

619. Unfortunately there are no real winners in this case. Whilst the Claimant has been partially successful in his claims against Mr Yems, and vicariously Crawley Town, his claims against QPR have failed. Mr Yems has not, and realistically was never going to, obtain the exoneration of his conduct and character he was seeking.

Final conclusions

620. The judgment of the Tribunal is that:

621. The following claims of harassment pursuant to S 26 of the EQA succeed against the 2nd Respondent:

d) That in September 2021 the 2nd Respondent took food the Claimant had brought into the canteen and said something like "what curry have you got?"

e) That at some point during the second half of the season the 2nd Respondent said to Henry Burnett in the presence of others, referring to the Claimant: "I wouldn't take anything off that "curry muncher."

f) That on March 2022, when the Claimant was eating pizza the 2nd Respondent said to him: "You must be pissed off there is no curry pizza."

622. All other claims of harassment against the 2nd Respondent fail and are dismissed.

623. The claims of direct race/religious discrimination against the 2nd Respondent pursuant to S13 of the EQA fail and are dismissed.

624. The 3rd Respondent is vicariously liable for the conduct of the 2nd Respondent in respect of those allegations which succeeded against the 2nd Respondent as set out above.

625. The claims of direct race discrimination pursuant to S13 of the EQA, harassment pursuant to S26 of the EQA and victimisation pursuant to S27 of the EQA against the 1st Respondent fail and are dismissed.

Remedy

626. Given our findings above the issue of the remedy will be confined to the 2nd and 3rd Respondents. If the remaining parties require a remedy hearing to be listed they should contact the Tribunal to include providing an estimate of the required duration of the hearing and dates to avoid. Any remedy hearing will, if possible, be listed before the same Tribunal.

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Employment Judge Nicolle

27 April 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON:
8th May 2026

FOR THE TRIBUNAL OFFICE