



VIRGIN ISLANDS

LABOUR CODE, 2010
(No. 4 of 2010)

IN THE LABOUR ARBITRATION TRIBUNAL

Case No. BVILAT2023/024

BETWEEN

IBRAHIM TARABAY

COMPLAINANT

AND

CABLE AND WIRELESS (BVI) LIMITED

RESPONDENT

REASONS FOR DECISION

BEFORE: **Samuel Jack Husbands**, Chairperson,
Zebalon McLean Arbitrator
Kamika Aisha Forbes, Arbitrator

HEARING ON: 6 December 2024, 10 January, and 7 February 2025
SUBMISSIONS: 28 March, 23 April, and 14 May 2025
DECISION ON: 18 September 2026

IN ATTENDANCE: (1) Ibrahim Tarabay, the Complainant
(2) Patricia Archibald-Bowers of JS Archibald & Co, legal practitioners for the Complainant
(3) Julie Harris Hill, director and manager of the Respondent
(4) Litrow Hickson of Agon Litigation, legal practitioners for the Respondent
(5) Brian Child of Agon Litigation, legal practitioners for the Respondent

ADDITIONALLY: (6) Malisa Ragnauth-Mangal, as Secretary to the Tribunal

Introduction and summary

1. The Respondent is a telecommunications company which trades under the name of Flow. It carries on business in the BVI. It is a supplier of telephone and internet services to customers in the BVI.

2. The Complainant was employed by the Respondent as a Customer Account Manager (a **CAM**) from 3 December 2012 to 30 September 2022. He was assigned customers mainly in the corporate enterprise space. His responsibilities also included seeking out and servicing business accounts in the BVI, not limited to accounts of the Respondent's customers assigned by his manager. His responsibilities were not limited to maintaining customers' account but included getting more value out of accounts by identifying the customers' needs, upselling customers by identifying their changing needs and seeing how their services could be enhanced by the sale of increased support or new services. He was expected to win and service new business accounts and introduce new services to customers in accordance with Key Performance Indicators (**KPIs**) communicated to him by the Respondent.
3. KPIs comprised three categories:
 - a. Monthly Recurring Sales (**MRS**),
 - b. Non-Recurring Sales, being one-off charges such as the installation or the purchase of equipment (**NRS**), and
 - c. Renewals, being the value existing client agreements that have been renewed
4. KPIs were set by the Respondent. Each month a CAM was required to achieve a sales target comprising 100% of MRS, NRS, and Renewals. The Complainant was provided with a Sales Plan in which the monthly targets were set out.
5. Prior to July 2019 the Respondent had concerns about the Complainant's performance. It placed him on a Performance Improvement Plan, (a **PIP**) later that month and thereafter continued to meet with him, exchange emails with him about his targets and performance, and monitor his results. By the beginning of November 2021, the Respondent considered the Complainant was significantly underperforming. The parties met on 4 November 2021. As a result of its concerns expressed at the meeting, a warning letter was dated 30 November 2021 was issued to the Complainant [**page 9 of the Bundle**].
6. This warning outlined what the Respondent considered to be areas of underperformance, including account management, poor monthly sales performance, and poor pipeline health. Specific concerns regarding named clients were also identified and suggestions were made to assist the Complainant in meeting his targets. The Complainant was notified of the consequences of failure to improve performance. He admitted there was scope for improvement. The documents said to support Mr Solomon's conclusion about the Complainant's performance deficiencies were mentioned at paragraph 24 of Mr Solomaon's second affidavit [**page 336**] are exhibited at pages 376 to 398 of the trial bundle. At paragraph 25 of the affidavit [**also page 336**] he confirmed the Complainant was placed on a second PIP of three months duration [**pages 401-402**]. We note this version of the second PIP was unsigned.
7. The initial three-month period was extended by four months. During the entire period, the parties continued to meet and discuss the Complainant's performance. At the end of the combined 7-month, period, the Respondent still considered the Complainant's performance was unsatisfactory. Accordingly, the Respondent issued a second warning letter dated 8 July

- 2022 [**page 11**]. In the letter Mr Solomon acknowledged that second PIP had been extended by four months and noted that the Respondent had taken seriously the concerns he had raised during their meetings, identified solutions, and offered guidance. Mr Solomon also stated that the Respondent had considered the challenges the Complainant had raised in their meetings and what it considered his inability to provide sufficient or optimum customer care, and that strategies were being implemented in the Business Unit to rectify the challenges.
8. The Respondent ultimately concluded that despite their concerns and the measures taken, the Complainant still had not met acceptable standards, and at the midway point of the financial year had only attained 47 per cent of his year-to-date assigned target. His sales target had been met only once during the period. The Respondent did not accept that the market was so saturated that it would have impeded his sales performance. It concluded that although he had been offered strategies, training, and shared opportunities so he could meet his targets, yet his sales had not trended upward. He was suspended for one week without pay. Finally, he was assured he would be offered continued support through “recommended training and development activities” and he was warned that continued unsatisfactory performance would result in termination.
 9. By a letter dated 30 September 2022 [**page 13**] the Respondent terminated the services of the Complainant for unsatisfactory performance pursuant to section 103 of the Code, effective immediately and with one month’s pay in lieu of notice.
 10. The Complainant filed a Dispute Claim Form on or about 2 December 2022 [**page 7**]. He claimed he was unfairly dismissed. The brief particulars of his claim were that he was given a list of business customers of which a considerable number had either closed down or were unable to deliver due to lack of infrastructure and as a result he was unable to achieve his quotas. Despite the limited nature of his stated case, the Complainant was permitted to expand on the reasons for his challenge to the termination.
 11. The dispute was referred to the Tribunal on 10 November 2023 pursuant to section 28(1) of the Labour Code 2010. The Respondent filed a Response on 5 December 2023. It referred to the allegations it made in its warning and termination letters and concluded he was dismissed for underperformance in accordance with section 103(7) of the Code.
 12. In his Reply the Complainant denied he was he was dismissed for cause and asserted that any underperformance was attributable solely to the acts, omissions, operational inefficiencies, and irrational behaviour of the Respondent. He claimed he was not provided with adequate support and that of a portfolio reassigned to him one quarter of the accounts were closed, dormant or otherwise unproductive. He further contended that the Respondent’s inadequate infrastructure prevented customers from obtaining services. In other words, he was placed in circumstances that made success difficult or impossible, that his progress was undermined and carefully and systematically set up for failure despite the appearance of support. He listed at least eight corporate clients as examples of the difficulties he encountered.
 13. The Tribunal must determine whether the Respondent proved unsatisfactory performance as the reason for dismissal, whether that reason was valid and fair under the Labour Code, and whether the Respondent complied with the procedural safeguards governing warnings,

opportunity to respond, and termination. The Tribunal addresses those issues by first summarising the employment relationship and performance process, then reviewing the material evidence, the statutory provisions, the substantive fairness of the dismissal, and finally the procedural safeguards.

Responsibilities of the Customer Account Manager

14. The Respondent delegates to its CAMs the management of the relationship with the customer and the marketing of services and upgrades to customers. They are not limited to reliance on their manager for the assignment of customers. They are free, and expected, to engage with any business in the BVI to build relationships and sell services [**paras 8 and 9 of Response at pages 16-17 of the Bundle**]. It is not clear to what extent internal competition with other CAMs was encouraged or overlooked.
15. We now amplify the Complainant's list of the major issues between the parties mentioned at paragraph 12 above. The Complainant stated that (i) the Respondent's failure attend to customer problems and queries in a timely manner, (ii) that 28 per cent of the reassigned portfolio comprised closed or dormant or for which there was a poor or non-existent match between their infrastructure and that of the Respondent, (iii) the lack of reasonable efforts to assist and encourage him to meet quotas, and (iv) the unreasonable and ultimately unachievable expectations and requirements of the Respondent. He agreed he was subject to warnings, suspension, and termination but denied he was given an opportunity to be heard,
16. The Complainant also contended that other CAMs were treated more favourably to his detriment, and he was not granted an opportunity to participate fully in the training conducted in June 2022, because he was notified only the day before the training ended. According to him, his suggestions were ignored and his concerns were not adequately addressed. He maintained that although he was placed on a PIP it was not an effective performance-management exercise and he did not receive adequate assistance and appropriate directions.
17. Finally, he claimed there was a breach of section 103(7) of the Code. It was submitted on his behalf that the lapse of time between the second PIP in November 2021 and his termination in September 2022 indicated a waiver of the Respondent's ability to terminate him.

The evidence

18. We accept the Complainant was given a portfolio of companies he was expected to manage and grow and that he could achieve this by tapping into the internal growth of the client itself or by selling additional or more sophisticated telecommunications systems to the client. We accept he was also expected to win new clients. His target was set by the Respondent. There was room for discussion with Mr Solomon about the target: whether it was achievable or was too aggressive considering the state of the economy and the saturation of the economy by the other telecommunication service providers.
19. The Complainant gave as an example of his difficulties the occasion in February 2022 when he received a list containing a new portfolio from a fellow CAM. He thought it was odd that this assignment would come from a person at his level with whom he was in direct

- competition. What further concerned him was that Mr Solomon had awarded the “sale” of a major Road Town client to that CAM. He reviewed the list and concluded that 28 per cent of the customers in the reassigned portfolio were dead weight. For example, a Road Town hotel had been closed for four years. He raised this issue with Mr Solomon about two weeks later. He considered his concerns were met with apathy and disinterest and that no remedial action was taken. He described the reassigned portfolio as “unfavourable and unlikely or not calculated to generate sufficient business to enable him to meet his targets.
20. He listed eight major corporate clients and detailed difficulties he encountered with each. He raised his concerns with Mr Solomon in an email dated 7 March 2022 and sent him the list marked to show customers that had ceased business, ceased accounts, or had inadequate infrastructure. He continued to raise his concerns and at least on one occasion in July 2022 he had to go over Mr Solomon’s head, as he put it, and escalate the matter to the Country Manager.
 21. He testified further that on 5 July 2022 Mr Solomon emailed him about his work in progress. He included a list of about fifty-five entities and the service that he had been working on. The Complainant referred to the list as quite substantial in number. The age of the work in progress was not disclosed. Mr Solomon wanted to know if the customers on the list were still interested in acquiring the services next to their names in the list. The Complainant explained in paragraph 10 of his first affidavit he had closed deals with these customers, but the Respondent had taken so long to deliver the services that he had to reach out to them to determine which customers were still interested in the service they had originally asked for. He was of the view that the delay affected trust and his ability to penetrate the customers more deeply by selling additional services.
 22. He continued to have weekly meetings with Mr Solomon, but he still felt he was not being given the same flexibility that was afforded to other CAMs such as the authority to offer free services. He told Mr Solomon he was being priced out of a job.
 23. In his second affidavit, Mr Solomon agreed that the Complainant’s responsibilities were to maintain and expand and service business accounts of customers not limited to accounts assigned by him himself. He also agreed that sales targets were set in relation to the value of business to be achieved each month in relation to the KPIs and that KPIs were set by the Respondent.
 24. Mr Solomon testified that a Sales Plan had provided to the Complainant in December 2018 [pages 353-371]. It is a lengthy and detailed document. His sales targets were included in the Sales Plan. He said the Complainant was able to review and track performance. Mr Solomon held weekly one-on-one meetings with the Complainant to discuss his personal performance and customer issues and his work in progress. Weekly team meetings were also held to discuss matters such as team performance, team sharing of best practices and other issues faced by the team.
 25. Mr Solomon considered that the Complainant’s performance was poor and met with him on 4 November 2021 as referred to at paragraph 5 above after which he instituted the second PIP [page 401]. In the second PIP Mr Solomon identified three areas of improvement

required, namely improved pipeline health, improved sales target realisation, and improved account management. He stated he tried to assist the Complainant and give him opportunities to improve. The Complainant was invited to a one-week training course in mid-June 2022 and online training from March 2022.

26. At paragraphs 56 and 57 of his second affidavit [**page 349**] Mr Solomon described the purpose and function of PIPs and their use in providing employees with a clear outline of underperforming areas. The employee and manager may provide comments on performance at their weekly meetings. He explained that a PIP was conceived not as a tool to dismiss employees but was designed to make employees aware of the level of underperformance, to provide a transparent means to communicate performance concerns and, in the end, to improve performance.
27. Mr Solomon stated that the Complainant's reassigned portfolio referred to at paragraph 19 above, included several large enterprises and small-end medium enterprises. The reassignment of unmanaged accounts was made to several of the CAMs and not to the Complainant alone. He described it as the sharing of a pool of businesses to bolster sales and as an ordinary exercise [**para 34 of page 339**]. He denied that the Complainant's portfolio was reassigned to other CAMS. He considered that the Complainant did not lose any of his core base. The assignment of customers was designed to augment and not detract from the Complainant's portfolio. The offering of free services was not a widespread or ordinary practice and the mere fact that one CAM was permitted to offer a free service did not constitute an unfair preference. In any event, the one-off denial of that or any other service was not so widespread that that it directly impacted the Complainant's target.
28. Mr Solomon also denied that customers refused to renew or upgrade because of infrastructure, technical or service issues. He responded to the Complainant's narrative or report about the eight customers about whose accounts Complainant expressed difficulties. He conceded that any resources and similar issues would have impacted all CAMs.
29. Mr Solomon provided the PIP results [**pages 464-477**]. He also provided Incentive Statements and related reports showing a detailed breakdown of the Complainant's performance during the period December 2021 to September 2022 [**pages 485-564**]. He summarised the reports in tables following paragraph 48 of his second affidavit [**pages 345-347**]. The Complainant's MRS was met in only two of those months. NRS was fully met in only four months and Renewals met only once.
30. Akilah Corbin also gave evidence for the Respondent. She supported the evidence of Mr Solomon and adopted the statements contained in his affidavits.

Analysis of the evidence

31. Under section 85(1) of the Code, where an employee claims unfair dismissal, the employer bears the burden of proving the reason for dismissal.
32. The Respondent denied the allegations of unfair termination. We accept Mr Solomon's evidence that the steps taken were not designed to weed out the Complainant but to assist

- him. It is accepted that the Complainant failed to meet his targets. The question is whether the Respondent was the cause of this failure or whether the cause was the state of the economy and the saturation of the market that made it impossible for him to do so, or whether he was undermined by Mr Solomon.
33. Mr Solomon explained the content and purpose of the second PIP, the weekly meetings, and the June 2022 training. The Tribunal accepts that those steps were directed at identifying the areas of underperformance and giving the Complainant an opportunity to improve. The Complainant did not establish that Mr Solomon lacked genuine resolve, that the steps were merely formal, or that the support offered was incapable of addressing the performance concerns.
34. The Complainant also alleged that the Respondent's expectations were unreasonable and unrealistic. That contention must be assessed against the evidence and the statutory test, not by substituting the Tribunal's own commercial judgment for that of the employer. The Complainant participated in a consultative process lasting approximately ten months, from the end of November 2021 to the end of September 2022. Mr Solomon's evidence was that, in the Respondent's business environment, continued underperformance could not be left unresolved indefinitely and that replacement could become a reasonable operational response if performance did not improve.
35. The Complainant stated that Mr Solomon benefitted other CAMs to his detriment and reassigned his portfolio to diminish his returns. Mr Solomon stated the reassignment was across the board and fair. The list of reassigned clients was in addition to the Complainant's existing list and not in substitution for it. In his closing written submissions counsel for the Respondent made much of the fact that the list contained 72 per cent active clients. The Complainant had said it contained 28 per cent inactive, closed or non-viable accounts. The characterisation of it as 72 per cent good clients does not mask the fact that more care could have been taken in allocating clients to ensure that the Complainant stood a chance of adding to his revenue from the reassigned list. The Complaint pointed out that he was informed of the reassignment by another CAM and not by Mr Solomon. The Complainant drew from this the impression that he was not a favoured member of the team. This one episode clearly caused him some dissatisfaction. It was a matter of great concern to him. He saw it as indicative of Mr Solomon's negative all-round view of him. We however do not treat this as evidence of a negative attitude to the Complainant or that it was intended to demoralise him or diminish his place in the company as a prelude to being managed out. It was an isolated event that could not have impacted the Complainant's overall performance. We accept Mr Solomon's explanation that he prepared the list and simply gave it to the CAM to circulate with no intention to undermine the Respondent or burden him with chasing unperformable accounts.
36. There was no evidence of market saturation or inefficiency and technical redundancy on the part of the Respondent that made it difficult to extract the maximum fees and other revenue from clients. Mr Solomon did concede there were systemic issues at the Respondent that affected customers. He was not of the view that the issues were so widespread or that their overall impact contributed to the Complainant's lack of performance. These issues would also have impacted all CAMs and not just the Complainant.

37. Counsel for the Respondent relied on **Ranger-Vassell v Mainsail B.V.I. Ltd** (BVILAT, July 2021) a decision of this Tribunal and **Iceland Frozen Foods Ltd v Jones** [1982] IRLR 439, a decision of the UK Employment Appeal Tribunal.
38. This Tribunal in **Ranger-Vassell** adopted the test in **Iceland Frozen Foods** of what factors the employer may consider in dismissing the employee. It also analysed the treatment of the question of reasonableness. **Iceland Frozen Foods** was a conduct not a performance case, but the Tribunal finds it helpful in the assessment of the reasonableness of the Respondent's decision-making. The test of reasonableness is set out in this well-known passage at paragraph 24 of the judgment:
- “Since the present state of the law can only be found by going through a number of different authorities, it may be convenient if we should seek to summarise the present law. We consider that the authorities establish that in law the correct approach for the Industrial Tribunal to adopt in answering the question posed by s.57(3) of the 1978 Act is as follows.
- (1) the starting point should always be the words of s.57(3) themselves;
- (2) in applying the section an Industrial Tribunal must consider the reasonableness of the employer's conduct, not simply whether they (the members of the Industrial Tribunal) consider the dismissal to be fair;
- (3) in judging the reasonableness of the employer's conduct an Industrial Tribunal must not substitute its decision as to what was the right course to adopt for that of the employer;
- (4) in many (though not all) cases there is a band of reasonable responses to the employee's conduct within which one employer might reasonably take one view, another quite reasonably take another;
- (5) the function of the Industrial Tribunal, as an industrial jury, is to determine whether in the particular circumstances of each case the decision to dismiss the employee fell within the band of reasonable responses which a reasonable employer might have adopted. If the dismissal falls within the band the dismissal is fair: if the dismissal falls outside the band, it is unfair.”
39. The evidence shows a persistent level of underperformance. It is not in doubt that there was failure by the Complainant to meet targets, and to expand his client base and increase his returns. The question is why this was the case. The Respondent set out in detail the measures it took and the level of consultation with the Complainant. The Complainant has been critical of the Respondent's efforts, but we cannot say that the steps by the Respondent were not genuine and helpful efforts to improve his performance. These steps included target reductions. We do not find any malice or improper conduct on the part of Mr Solomon. We remind ourselves that, having found the primary facts, we are not at liberty to substitute our own views for those of the Respondent. We must consider whether an objective case on facts known to the Respondent that supported unsatisfactory performance was made out and, secondly, whether a reasonable employer might have terminated the Complainant based on those facts.

40. As was stated in **Iceland Frozen Foods**, in many cases, though not all, one employer might reasonably take one view and another employer may quite reasonably take another view and that the function of the Tribunal is to determine whether, in the particular circumstances, the decision to dismiss fell within the band of reasonable responses. The “band of reasonable responses” standard has been criticised for being unduly favourable to employers. It is said this standard or test lightens the burden of proof. This Tribunal has adopted it as a convenient test to determine whether a decision was reasonable but with the caution that it would not necessarily be applied in every case.
41. We find as a whole that Mr Solomon’s evidence is credible and supported by the numerous documents in evidence. While we also consider the Complainant a truthful witness, the inferences he asked us to draw from his evidence are not supported. For example, we cannot find there was anything sinister in the reassigned list even though 28 per cent of the clients may have been inactive. Neither do we find that Mr Solomon’s request to another CAM to distribute the list was calculated to demoralise or side-line the Complainant even if the Complainant genuinely felt that way. We are of the view that the Complainant genuinely believed that it was the Respondent’s ineffective attempts to assist him coupled with other objective criteria such as market saturation and the Respondent’s own deficiencies in delivering technological support in fact undermined and adversely affected his performance.
42. We do have some sympathy for the Complainant but we are driven to conclude that there is no doubt on the evidence that the assistance provided was genuine and well-thought out. We also conclude that his allegations of market saturation, and the Respondent’s failure attend to customer problems and queries in a timely manner, its unreasonable and unachievable expectations and requirements, its inadequate support, and its inadequate infrastructure are not made out.
43. For the above reasons we do not find that the Respondent failed to establish a reasonable case of unsatisfactory performance on the part of the Complainant. We now consider the procedural safeguards.

Procedural safeguards

44. The Complainant contended that the Respondent did not comply with the termination provisions in section 103 because (i) it did not allow him an opportunity to defend himself before service of the first warning letter of 30 November 2021 [**para 2 of the Reply at page 110**], (ii) it did not terminate him within three months of that warning and therefore waived its right of dismissal [**para 28 of the Reply at page 116**], and (iii) it did not give him an opportunity to defend himself before termination [**para 3 of the Reply at page 110**].
45. No complaint was made in the Dispute Claim Form about the warning letters. Complaint was first made in the Reply, after the Respondent had filed its Response. The Respondent had the opportunity to meet these allegations in Mr Solomon’s second affidavit. We conclude that the Respondent, therefore, had a real opportunity to meet the procedural points the Complainant raised. Mr Hickson submitted, correctly in our view, that the starting point is in section 81(1) that an employer must have a valid reason for termination connected with the employee’s capacity or conduct or the operational requirements of the Respondent’s

undertaking and that it must inform the employee in writing of the nature and particulars of the complainant against the employee and give the employee a fair opportunity to defend himself or herself. Mr Hickson also accepted, and we have held, that under section 85(1) the employer bears the burden of proving the reason for termination and that under section 85(3) the overall test is whether the employer acted reasonably.

46. Mr Hickson further submitted that the warning letters of 30 November 2021 and 8 July 2022 [page 478] complied in all respects with the requirements of section 103. They informed the Complainant of what Mr Solomon termed his unsatisfactory performance and that failure to turn around performance would result in termination. Counsel stated it is a restrictive and incorrect interpretation of section 103 that the warning process must start over if termination does not take place immediately after completion of the 3-month period. The employer has a duty to take a reasonable course to assist underperforming employees. The Respondent cannot therefore be faulted for having exhausted all reasonable efforts to help the Complainant even it meant giving him more time to improve in the areas in which he was underperforming.
47. Mr Solomon testified at para 65 of his second affidavit [page 351] that he took into account the holiday period and Covid-19 illnesses and the desire to ensure that all possible effects and strategies were executed to improve performance and considered it reasonable to extend the three-month period. The extension does not quash the warning or render it spent. We do not interpret the 3-month warning period to mean three months or else. The type of prolonged assistance should not count against an employer in a performance-related termination once it is clear that the period was not broken then resurrected for termination purposes. As second warning may be appropriate in the circumstances. This is not a case in which the process of evaluation stopped and was then restarted after several months. We find that the Respondent complied with section 103(7) of the Code.
48. Mr Hickson also cited **Polkey v A.E. Dayton Service Ltd** [1987] 3 All ER 974 for the proposition that a dismissal is not necessarily unfair if, on the facts known to the employer at the time of dismissal, consultation or a warning would have been utterly useless. He argued that in this circumstance the employer might still be said to have acted reasonably even if it did not observe the requirements of the Code relating to consultation or warning. We accept the practical reality of an on-the-spot termination of an employee who brings a firearm to work and attempts to shoot another person but it is only in exceptional circumstances that termination would be fair if the employer failed to observe the very safeguards that the Legislature enacted for the benefit and protection of employees.

Conclusion and summary

49. We find the termination of the Complainant was a reasonable, valid and fair decision within the band of reasonable responses open to the Respondent and connected with the capacity of the Complainant and the operational requirements of the Respondent as outlined in paragraph 48 of Mr Solomon's second affidavit. We also find that the requirement for payment in lieu of notice in section 90 has been complied with.

50. We also find that a fair procedure was adopted. The Complainant was informed in writing of the reason, nature and particulars the complaint against him by means of the warning letters and the termination letter and that he had been given a fair opportunity throughout the process to respond to those concerns and defend himself. We note that once the decision was taken to terminate the Complainant, no separate hearing was convened or invitation made to him submit written reasons to show why he should not be dismissed. We are satisfied that the extensive consultation process afforded him a fair and adequate opportunity to state and explain his case and defend himself. In the circumstances and having regard to the second warning letter issued just under three months before termination, no further notice or opportunity to respond was required before termination.

Order

51. We dismiss the complaint. The parties shall file written submissions in 14 days on whether there are exceptional reasons for an order for costs.

By Order

Labour Arbitration Tribunal

Samuel Jack Husbands

Chairperson

I have read the decision of Mr Husbands in draft and I agree the order.

Zebalon McLean

Arbitrator

I have read the decision of Mr Husbands in draft and I agree the order.

Kamika Aisha Forbes

Arbitrator