

YOUR WEEKLY BULLETIN OF WIT AND WONDER



LUKE, I AM YOUR CONSTANTLY MISQUOTED FATHER

Have YOU been reciting it all wrong?



OOH MAMMA

An expensive bit of indirect sex discrimination



I'LL WEAR IT AS WELL AS EMMA

Why must jewellery sponsorship deals be just for the famous?

SAY IT AGAIN, SAM?

Here in WG Towers we're always making the kind of statements that go down in lawyery legend.

Only yesterday, as I picked up my heavy case file and a vertebrae went **ping**, I said: 'I'll be back... to the osteopath.'

Everyone laughed for at least a minute. And then helped me to the floor.

But did you know that many of the movie quotes we routinely use are actually *not* movie quotes?

One of the most misquoted is that line from Casablanca - 'Play It Again, Sam.' Humphrey Bogart never actually uttered those words.

In fact, the closest quote is from Ingrid Bergman's character of Ilsa, who says: 'Play it once, Sam, for old time's sake.'

This kind of thing can happen very easily. It can be quite annoying for those of us who pay attention. Even as a child I told my fellow infant schoolers that it *wasn't* 'I am the lord of the dance settee' until I was blue in the face.

They wouldn't have it.



On the BBC Bitesize site this week there's an entertaining list of others we get wrong, including:

STAR WARS

Misquote: 'Luke - I am your father!'
Actual quote: 'No - I am your father!'

THE WIZARD OF OZ

Misquote: 'I don't think we're in Kansas anymore!'
Actual quote: 'Toto - I've a feeling we're not in Kansas anymore!'

STAR TREK: THE VOYAGE HOME

Misquote: 'Beam me up, Scotty.'
Actual quote: 'Scotty, beam us up.' (And James T Kirk doesn't actually say anything like this misquote in the entire seven TV series.)

You can check out the rest on the BBC website, but feel free to share any others you've spotted, particularly if you KNOW the real quote and nobody else seems to, over on our Facebook page!

I include mis-sung lyrics - especially in Quaker hymns - in this. Honestly. *Settee*.

THE MOTHER OF ALL MISTAKES

And speaking of dodgy quotes brings me to the case of *Mrs A Thompson v Scancrown Ltd, t/a Manors* 2021, and a remark to take any HR professional's breath

EVENTS SEASON

away.

Mrs Thompson was employed as a sales manager by the company in October 2016. In the spring of 2018 she announced that she was pregnant. The Employment Tribunal (ET) heard that Mrs Thompson's boss, Mr Sellar remarked to a colleague's partner, "Why is she pregnant when we are doing so well? I was warned about employing a married woman of her age" - though Mr Sellar denied making the comment.

While on maternity leave, Mrs Thompson met with Mr Sellar and requested that on her return her working hours be reduced. She requested to work four days a week instead of five and that she be able to leave at 5pm instead of 6pm so that she could pick up her daughter from nursery. Mr Sellar told Mrs Thompson she should would need to make a formal flexible working request, which she then did.

Mrs Thompson's flexible working request was denied. Mr Sellar cited the reasons for the refusal as being:

- "(1) the burden of additional costs;
- (2) detrimental effect on ability to meet customer demand;
- (3) inability to reorganise work among existing staff;
- (4) inability to recruit additional staff;
- (5) planned structural change."

He also said that clients "expect consistency in the sales manager they deal with" as part of the reason why her hours could not be covered by someone else. Mrs Thompson appealed but was unsuccessful.

In December 2019, Mrs Thompson resigned. She filed a claim against the company for harassment related to sex, discrimination related to pregnancy and maternity, indirect discrimination related to sex, and unfair dismissal.

Only Mrs Thompson's claim of indirect sex discrimination succeeded. The ET accepted that women still shoulder a greater proportion of the responsibility for childcare than men and that the company's practice of requiring employees to work full-time hours placed Mrs Thompson at a disadvantage. The ET then went on to consider whether requiring employees to work full-time hours was nevertheless justified. The ET concluded it was not, stating that the company failed to show that the "refusal of the proposed reduction in hours of work was proportionate to the real need of the business to maintain successful relations with customers."

Mrs Thompson was awarded £184,961.32 for loss of earnings, pension contributions, and injury to feelings.

This case reminds employers of their duty to seriously and objectively consider flexible working requests by employees. While employers can refuse a request for one of the reasons listed in section 80G of the Employment Rights Act, this case shows that this is not always an easy bar for employers to clear. Before rejecting a request employers should take the time to enter into discussion with the employee, explain the employer's point of view, and propose alternative solutions.

2021

SEP 28
Peace of Mind Members Seminar - Virtual Event

OCT 12
Employment Law Masterclass - Settlement Agreements

OCT 20
HR Hangout - Creating a Diversity and Inclusion agenda

NOV 9
HR Hangout - How to include Diversity and Inclusion - A Practical Session



TENNIS AT TIFFANY'S



It turns out the earrings (£4,475), crucifix pendant (£2,750) and bangle (£8,500) the 18-year-old wore on court throughout her meteoric rise through the heats, were all gifted to her by Tiffany & Co.

Either they were handed over by a pre-booked fairy godmother intermediary, who endowed them with magic before dropping them into Emma's racquet-hardened palm, or Tiffany & Co had some serious forecasting talent. The next sparkly offering, for a Vogue & Tiffany party, totalled £137,000 in value.

Fairytale times for sudden global superstar, Emma Radacanu. In the Telegraph this week there is a jaw-dropping list of sponsorship deals coming her way, hot on the heels of her American Open grand slam win.

Here at WG Towers, we're wondering if sponsorship deals of a more modest kind could be applied to other high achievers on the more day-to-day plane. Why should it only be the preserve of the very famous? For example, I've had a pretty good few years on the legal circuit and have shown up at quite a few awards ceremonies - and even won some.

But did H Samuels ever get in touch? Did they pop some gold hoops and a blue topaz pendant in the post to me with their good wishes, ahead of the glittering occasion? Did Pandora encouragingly thread some glass beads of preposterous cost on a bangle for me? No. And I think they're missing a trick. Just sayin'...

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