



EMPLOYMENT TRIBUNALS

Claimant: Ms B Murray

Respondent: Disability Support Calderdale

Heard at: Leeds **On:** 15 June 2017

Before: Employment Judge Cox

Representation:

Claimant: In person

Respondent: No appearance or representation

WRITTEN REASONS

1. At a Hearing on 15 June 2017 Ms Murray's claim was dismissed. She has applied for written reasons for that decision.
2. At the beginning of the Hearing, the Tribunal clarified with Ms Murray the nature of her claim. She confirmed that she was claiming that the Respondent had broken the terms of her contract of employment and that she was seeking compensation ("damages") for that. She said that she was employed from 1 February 2016 on a contract with a fixed duration of one year. The Respondent brought her contract to an end on 31 October 2016, three months before the year was up. It paid her a sum equivalent to one month's salary; she was claiming the remaining two months' salary.
3. A claim for damages for breach of contract must be made within the period of three months beginning with the effective date of termination of the contract (article 7(a) of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994. The time for presenting a claim is extended to allow time for early conciliation of the claim by ACAS (article 8B of the Order). In working out the time limit for a claim, the period beginning with the day after the claimant contacts ACAS and ending with the day she receives her early conciliation certificate is not counted. If the ordinary time limit would expire during the period beginning with the date the claimant contacts ACAS and ending one month after she receives her certificate, the time limit expires instead one month after she receives her certificate.
4. Ms Murray contacted ACAS on 10 January 2017 and received her early conciliation certificate on 10 February 2017. This had the effect of

extending the time for presenting her claim to 10 March 2017. Ms Murray did not present her claim to the Tribunal until 22 March 2017.

5. The Tribunal can hear a late claim if it is satisfied that it was not reasonably practicable for the claim to have been presented in time, provided it was made within a further period that the Tribunal considers reasonable (article 7(c) of the Order).
6. The Tribunal heard evidence from Ms Murray on the timing of her claim. She went to the Citizens Advice Bureau (CAB) the day after she was dismissed to get advice on her legal position. Having received that advice, she decided to wait until the end of November to see whether the one month's salary the Respondent had said it would pay her would be paid. The cheque for that sum arrived in the post on 1 December. She went back to the CAB and wrote a letter to the Respondent asking for the outstanding two months' pay. The CAB advisor told Ms Murray about the time limit for bringing a claim to the Tribunal. She received the Respondent's reply on or around 15 December, which made clear that it did not intend to pay her anything further. She could not account for why she then took no further action until 10 January 2017, when she contacted ACAS under the early conciliation procedure. ACAS also talked to her about the time limits for a claim. She could not account for which she did not present her claim to the Tribunal more promptly once she received her early conciliation certificate on 10 February.
7. The Tribunal was not satisfied from this evidence that it was not reasonably practicable for Ms Murray to have presented her claim in time. There were several weeks during the relevant period when she took no action to progress her claim and could not explain why. She knew about the time limit for her claim from both her CAB advisor and ACAS.
8. The Tribunal therefore dismissed her claim on the ground that it did not have power to deal with it.
9. The Respondent had made an employer's contract claim. It had notified the Tribunal that it did not intend to attend the Hearing. The Tribunal considered the content of the response but, as it had no evidence before it to support the employer's contract claim, it dismissed it.
10. After dismissing Ms Murray's claim, the Tribunal explained to her the way in which it would have analysed her claim and the issues that it would have needed to decide, had it had power to consider her claim. The Tribunal reached no conclusions on those issues and it is not, therefore, appropriate or necessary for the Tribunal to confirm that explanation in these written reasons.

Employment Judge Cox

Date: 13 July 2017