



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr R Easton

**First Respondent:** Exact Education Limited

**Second Respondent:** Choice Contracting Services Limited (in liquidation)

## JUDGMENT

The First Respondent's application for a reconsideration of the Judgment of 17 July 2019 in relation to the date of payment of the award made under paragraph 1 of that Judgment is refused.

## REASONS

1. Under Rule 70(1) of the Tribunal's Rules of Procedure, a party may apply for the Tribunal to reconsider any Judgment on the ground that it is necessary in the interests of justice for the Tribunal to do so. On 19 July 2019, the First Respondent applied for a reconsideration of the Judgment the Tribunal reached on that date.
2. Under Rule 70(2) and (3), an Employment Judge (and, where practicable the one who chaired the full Tribunal that made the original decision) must consider the application. If she considers that there is no reasonable prospect of the original decision being varied or revoked, she must refuse the application.
3. The Employment Judge who chaired the Tribunal that made the original decision considered the three grounds of the First Respondent's application and decided to refuse that application, for reasons that were issued to the parties on 21 August 2019.

4. In the email of 19 July 2019 in which the First Respondent requested a reconsideration of the Tribunal's Judgment it also requested "a period during the reconsideration/appeal process where any payment to the claimant is not awarded until the outcome of the reconsideration/appeal is decided". On 25 July 2019 the Tribunal responded to this aspect of the email as follows: "The Tribunal has no general power to suspend the effect of its Judgment until any application for a reconsideration or appeal is decided. If the First Respondent wishes to apply for the order for payment within the Judgment to be reconsidered and varied, it will need to explain why it would be in the interests of justice for the Tribunal to do so."
5. On 23 August 2019 the First Respondent made a further application for reconsideration, largely repeating the terms of its original application but concluding with a new sentence: "Could I please request an extension to the payment terms of the £3,976 payment order to be changed to be extended until this appeal has been heard with no % interest being applied?". In response to this, the Tribunal referred the First Respondent back to its letter of 25 July.
6. On 4 September 2019 the First Respondent responded as follows:

"We have already stated in our appeal and request for reconsideration why it is in the interest of justice for the order of payment to be reconsidered. We also believe it is in the interest of justice to vary that order to extend the deadline for payment without interest being added. If we make a payment to the claimant and the judgement is subsequently reconsidered or overturned on appeal, how would we expect to receive that payment back from the claimant?"
7. The Tribunal took this to be the First Respondent confirming that it wished its application for a reconsideration to be treated as applying not only to the decision on liability (to which the Tribunal had already responded) but also to the date for payment of the sum ordered to be paid by the First Respondent to the Claimant as a result of the decision on liability.
8. The grounds of the First Respondent's application are set out in its email of 4 September, namely, that it has been placed in an unfair position: if it delays paying the Claimant until after the appeal is heard and the Tribunal's Judgment is confirmed it will end up paying him more interest, but if it pays the Claimant now it will not recover the payment from him if the Tribunal's decision is overturned on appeal. The First Respondent has not explained the basis for its apparent assumption that the Claimant would not repay any sum he received if the award were overturned on appeal. In any event, any order a Tribunal makes for the payment of a sum of money to a Claimant might be overturned on reconsideration or appeal. Notwithstanding that, the Employment Tribunals (Interest) Order 1990, which provides for the accrual of interest on unpaid orders, makes no exception for the accrual to be suspended or varied if the order is the subject of an application for reconsideration or an appeal. The First Respondent has identified no special circumstances particular to this case which indicate that it would be necessary in the interests of justice for the order for payment to be reconsidered so that the usual rules on the due date for payment and the accrual of interest should not apply.

9. As the Employment Judge considers that there is no reasonable prospect of the original decision being varied or revoked, the application for reconsideration is refused.

Employment Judge Cox  
Date: 18 September 2019